

MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
Thursday, March 14, 2019
7:30 p.m.

Call to Order
Pledge of Allegiance
Members Present/Members Absent
Call to the Public

- 1) Approval of Agenda
- 2) Consent Agenda
 - a. Approval of February 28, 2019 Regular Meeting Minutes
 - b. Approval of February 27, 2019 Special Meeting Minutes
 - c. February 2019 Financial Report
 - d. 2018 Planning Commission Report
 - e. DPW Report
 - f. Zoning Report
 - g. January/February 2019 Sheriff Report
- 3) Final Review of Toratola Lane Site Condo SPR#03-18
- 4) Pingree Road Lighting Complaint
- 5) Hawthorn Complaint
- 6) Crystalwood Estates Roads Special Assessment
- 7) Recreational Marihuana Ordinance
- 8) Lighting Bids
- 9) Primary Roads/Gorski Hauling Estimate
- 10) Allocation Budget
- 11) CIRAB
- 12) Musson Gravesite
- 13) Zoning Board of Appeals Report

Correspondence and Updates

Livingston County Update
Livingston HSCB
AJR Group Mediation- Tuesday, April 9, 2019-8:30 am

Call to the Public
Adjournment

Next Board Packet will be ready after 3pm on Monday, March 25, 2019

Request for Zoning Administrator, **Dave Hamann**, to be present at
the Board of Trustee meeting on MARCH 14, 2019.

Date

Requested by Robert Harvey.

Signature

MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
FEBRUARY 28, 2019

DRAFT

MEMBERS PRESENT: Les Andersen, Tammy Beal, Greg Durbin, Duane Stokes, Scott Lloyd, Dan Lowe, and Bob Hanvey

MEMBERS ABSENT: Dave Hamann, Zoning Administrator; Phil Westmoreland, Spicer

CALL TO ORDER

Bob Hanvey called the meeting to order at 7:30 pm.

PLEDGE OF ALLEGIANCE

BOARD MEMBERS PRESENT

The board members introduced themselves.

CALL TO THE PUBLIC

No response.

APPROVAL OF AGENDA

Greg Durbin motioned to approve the agenda as presented. Tammy Beal seconded. **Motion carried.**

CONSENT AGENDA

Greg Durbin motioned to approve the consent agenda. Bob Hanvey seconded. **Motion carried.**

LIVINGSTON COUNTY PRIMARY ROAD PAVEMENT PRESERVATION

Bob Hanvey mentioned a few of the primary roads such as Pingree, Coon Lake and D19. Les Andersen said that he believes there are not very many primary blacktop roads left that have not been taken care of. Maybe we should considered doing some chip and seal on a few of the primary roads to keep them in good condition. Les also mentioned that he thought County Farm Road was a primary road.

Bob said that we could check with the Road Commission to confirm.

SEWER TAP PROCEDURES

Bob Hanvey discussed the field trip that was taken earlier today for a sewer hookup inspection.

Dave Hamann, Zoning Administrator, also talked about the sewer hookup inspection and stated that the excavator was impressed with how quickly Marion Township showed up once they received the call. The Marion Township office received a new red stamp that will be used when a land use permit requires a sewer inspection. There is also a form that explains that the applicant is liable for our policy regarding sewer and water connections. This will help the office stay on top of new projects in the future.

Les Andersen asked Phil to confirm whether or not County Farm Road was one of our primary roads. Phil determined that it is not one of the primary roads.

Bob Hanvey said that the excavator and his crew are being very cooperative with our policy and we should treat all existing and future sewer tap procedures the same.

LIGHTING BIDS

Tammy Beal talked about the new lights that were installed in the parking lot by DTE. They have made a major improvement on visibility throughout the parking lot. This could minimize the amount of additional lighting we need surrounding the building. Les Andersen agreed that the new lights have made a drastic difference and it is a major improvement from what we had before.

Duane Stokes would like to get an estimate for some lighting on the side of the fire hall. He would like for it to be a separate bid from the lighting being quoted for the remainder of the building. Duane also explained that DTE is willing to rotate the new lights in the parking lot to provide more lighting towards the building. They can do this at no additional cost to the township.

COMPUTER EQUIPMENT

Bob Hanvey asked Amber Felkins if she could provide some data along with some pricing for new computer equipment in our office. Mrs. Felkins said that would not be a problem.

SPECIAL ASSESSMENT PAYMENT STATUS UPDATE

Bob Hanvey stated that we have been collecting Special Assessments for Marion Township for the past twenty years now. In fact, our office just received the final payment for the Premier Farms Special Assessment.

GREEN SHEET COMPLAINT UPDATE

Bob Hanvey said that the new Green Sheet letter about littering has been sent out, but we have not received a response.

PINGREE ROAD LIGHTING COMPLAINT

Amber Felkins, 3043 Pingree, said that there is still an issue going on with her neighbor's lighting.

Kay Johnson, 2335 Pingree, said that she is also one of the surrounding neighbors and the lights reach all the way to her property as well.

Casey Felkins, 3043 Pingree, said that he can't even sleep at night because the neighbors lighting is bright.

Greg Durbin said he would be willing to speak with Janet Godfrey if the township's attorney and the other board members were ok with that.

Les Andersen mentioned that Cheryl Range from the Planning Commission is currently working on a piece of language regarding lighting and nuisance issues. If this becomes a general ordinance, then it could possibly affect her existing lights and any future lighting.

Cathy Szabelski, 3158 Pingree, asked what happens if the ordinance created is not followed, what if Ms. Godfrey doesn't listen and continues to do what she wants.

Les Andersen made a motion for Greg to speak with Janet Godfrey about this issue. Duane Stokes seconded.

Motion carried 6-1 (Lowe-NO)

HAWTHORNE COMPLAINT REPORT

Dave Hamann said that currently the Mason residence has four business vehicles and five personal vehicles in his driveway. A Class 1 home occupation allows a resident to run a business inside their home. In 2017, Mr. Mason was approved for a class 1. This was before we were aware that he was working in an accessory building.

Bob Hanvey said that as of right now, Mr. Mason either has to conform to a class 1 or apply for a special use permit. Is that correct Dave? Dave Hamann responded yes.

Wendy Busick, 4746 Hawthorne Drive, read the language regarding used vehicle storage. She said that talking to a lady from the Secretary of State office, she was told that you cannot have an auto sales in a residential area.

Bob Hanvey said that state law may supersede local law, but is unsure what this lady is saying. There is a difference between "residence" and "residential."

Les Andersen motioned to have Mike Kehoe speak to a representative at the Secretary of State to get some clarification on the state law involving Mr. Mason. Duane Stokes seconded. **Motion carried.**

CORRESPONDENCE & UPDATES

ADDITION MEETING: Tammy Beal said that there was a meeting held at the office with Phil Westmorland from Spicer, along with one of their electrical engineers and their architect. They discussed some of the things we are looking for with the expansion and asked a lot of questions. We looked at some of the existing floor plans for the building and they took lots of notes.

FEBRUARY 27, 2019 MEADOWS EXECUTIVE SESSION WAS HELD AT 10 AM: A letter has been sent to the plaintiff.

MARCH 5, 2019 CIRAB MEETING IS AT 5 PM: This meeting will be held at Howell City Hall.

Bob Hanvey said that there will be a mediation involving the Witkowski case on April 9, 2019 at 8:30 am. Board members should let him know if they are able to attend or not.

Bob Hanvey said that the township received \$350 for the damage that was done at the Fred Brown Memorial Park.

There is a class coming up that some of our Planning Commissioners are attending on Ag Tourism and if any of the Board members are interested in going, please let Tammy Beal know so she can get you signed up. There are a few different dates and locations available.

Frost Laws will be in effect starting tomorrow, March 1, 2019 at 6am.

Les Andersen asked if we could have Phil Westmoreland look at our primary roads and determine what roads may need some maintenance. Phil Westmoreland said that he would be able to do that for us.

CALL TO THE PUBLIC

No response.

ADJOURNMENT

Tammy Beal motioned to adjourn at 8:55 pm. Greg Durbin seconded. **Motion carried.**

Submitted by: J. Timberlake

Tammy L. Beal, Township Clerk Date

Robert W. Hanvey, Township Supervisor Date

MARION TOWNSHIP
BOARD OF TRUSTEES
SPECIAL MEETING
February 27, 2019
10:00 am

B. A. F. T.

MEMBERS PRESENT: Les Andersen, Tammy Beal, Greg Durbin, Dan Lowe, Scott Lloyd, and Bob Hanvey, Duane Stokes

MEMBERS ABSENT: None

OTHERS PRESENT: Attorneys Mike Kehoe and Tom Meagher

CALL TO ORDER

Bob Hanvey called the meeting to order at 10 am.

CALL TO THE PUBLIC

None Heard

EXCUTIVE SESSION

Motion by Duane Stokes to go into a closed session to consult with our attorney regarding the settlement strategy in connection with the Mitch Harris Building Co. v Marion Township pending litigation, case #17-29322-CZ, because an open meeting would have a detrimental financial effect on the litigation or settlement position of the township. Supported by Les Andersen. Roll call vote- Durbin, Andersen, Lloyd, Lowe, Stokes, Beal, Hanvey-all yes. **Motion carried.**

EXCUTIVE SESSION

Session ended at 10:55 am; Bob Hanvey motioned to resume open session at 10:55 am, supported by Les Andersen. **Motion carried.**

ADJOURNMENT

Tammy Beal motioned to adjourn at 10:58 am, Les Andersen seconded. **Motion carried.**

Submitted by: Tammy Beal

Tammy L. Beal, Township Clerk Date

Robert W. Hanvey, Township Supervisor Date

03/04/19

#101 General Fund

Account QuickReport

As of February 28, 2019

Date	Num	Name	Memo	Amount
001 - CASH - GENERAL - FNB				
02/04/2019	10358	AAA Service Network	Furnace Motor Repair	-205.95
02/04/2019	10359	B&L Services	SNOW PLOW SERVICES January 2109	-1,515.00
02/04/2019	10362	Tammy Beal	DECEMBER 2018 & JANUARY 2019 MILEAGE	-62.47
02/04/2019	10364	Karen Hawkins	JANUARY 2019 MILEAGE AND STIPEND	-157.24
02/04/2019	10365	DAVID HAMANN	JANUARY 2019 MILEAGE	-77.72
02/04/2019	10366	Culligan of Ann Arbor	ACCOUNT 760611 / INVOICE# 517007	-31.60
02/04/2019	ATT- FEB...		ATT CELL TOWER LEASE PAYMENT FEBRU...	2,281.31
02/04/2019	10367	Duane Stokes	JANUARY 2019 MILEAGE	-76.56
02/05/2019			Deposit	1,308.00
02/07/2019	10360	VOYA Institutional Trust	JANUARY 2019 PAYROLL	-400.00
02/07/2019	10361	ALERUS PAYMENT SOLUTIONS	JANUARY 2019 PAYROLL / PLAN ID 628233 / ...	-3,659.94
02/07/2019	10363	Marion Township Delinquent Tax Fund	PP Tax - Dan Lowe / 38th INSTALLMENT	-200.00
02/07/2019	4624DD	TAMMY L. BEAL	JANUARY 2019 PAYROLL	-2,758.24
02/07/2019	4625DD	JESSICA S. TIMBERLAKE	JANUARY 2019 PAYROLL	-2,271.45
02/07/2019	4626DD	GAIL A. BURLINGAME	JANUARY 2019 PAYROLL	-2,863.28
02/07/2019	4627DD	KITSEY A. RENNELLS	JANUARY 2019 PAYROLL	-2,351.87
02/07/2019	4628DD	DUANE M. STOKES	JANUARY 2019 PAYROLL	-2,915.50
02/07/2019	4629DD	SANDRA J. LONGSTREET	JANUARY 2019 PAYROLL	-2,430.32
02/07/2019	4630XXX	LESLIE D. ANDERSEN	JANUARY 2019 PAYROLL	-405.15
02/07/2019	4631DD	GREGORY L. DURBIN	JANUARY 2019 PAYROLL	-1,059.74
02/07/2019	4632XXX	SCOTT R. LLOYD	JANUARY 2019 PAYROLL	-265.76
02/07/2019	4633XXX	DANIEL F. LOWE	JANUARY 2019 PAYROLL	-330.63
02/07/2019	4634XXX	LARRY J. FILLINGER	JANUARY 2019 PAYROLL	-73.88
02/07/2019	4635XXX	EDMUND J. GALUBENSKY	JANUARY 2019 PAYROLL	-73.88
02/07/2019	4636DD	LAWRENCE W. GRUNN	JANUARY 2019 PAYROLL	-202.63
02/07/2019	4637DD	LINDA M. MANSON-DEMPSEY	JANUARY 2019 PAYROLL	0.00
02/07/2019	4638XXX	DANIEL J. ROSSBACH	JANUARY 2019 PAYROLL	-70.48
02/07/2019	4639DD	DAVE HAMANN	JANUARY 2019 PAYROLL	-2,777.35
02/07/2019	4640XXX	JAMES L. ANDERSON JR.	JANUARY 2019 PAYROLL	-70.48
02/07/2019	4641XXX	BRUCE V. POWELSON	JANUARY 2019 PAYROLL	-73.88
02/07/2019	4642DD	ROBERT W. HANVEY	JANUARY 2019 PAYROLL	-3,569.71
02/07/2019	4643DD	KAREN D. HAWKINS	JANUARY 2019 PAYROLL	-2,244.02
02/07/2019	4644DD	PATRICIA J. HUGHES	JANUARY 2019 PAYROLL	-667.82
02/07/2019	4645DD	LOREEN B. JUDSON	JANUARY 2019 PAYROLL	-4,009.08
02/07/2019	4646DD	THOMAS A. LLOYD	JANUARY 2019 PAYROLL	-456.08
02/07/2019	4647DD	DIANE D. BOCKHAUSEN	JANUARY 2019 PAYROLL	-69.26
02/07/2019	4648XXX	RICHARD C. DELL	JANUARY 2019 PAYROLL	-69.26
02/07/2019	4649XXX	CHERYL A. RANGE	JANUARY 2019 PAYROLL	-180.08
02/07/2019	PAY JAN....		TOTAL TAXES - JANUARY 2019 PAYROLL	-10,749.01
02/07/2019	PAYCH J...		PAYCHEX FEE - JANUARY 2019 PAYROLL	-288.34
02/07/2019	PAYCH J...		W-2 PROCESSING FEE & DELIVERY - 2018	-268.25
02/07/2019	10368	Marion Township Flex Fund	JANUARY 2019 PAYROLL	-2,005.32
02/07/2019	PAY JAN....		TOTAL TAXES - JANUARY 2019 PAYROLL (P...	-8.80
02/07/2019	10369	MICHAEL J. KEHOE, P.C.	INVOICE #2784; 2785; 2786	-671.50
02/07/2019	4651XXX	Charles R Decator Jr	JANUARY 2019 PAYROLL - BCBS REIMBURS...	-24.83
02/07/2019	4650XXX	ANNETTE MCNAMARA	JANUARY 2019 PAYROLL - BCBS REIMBURS...	-21.06
02/11/2019	10370	DTE ENERGY	ACCOUNT# 9100 104 3211 0 / 1/4/2019 - 1/31/...	-391.48
02/11/2019	10371	PFEFFER-HANNIFORD-PALKA	PREPARATION OF 2018 FORMS 1099	-1,425.00
02/11/2019	10372	Charter Communications	ACCOUNT 8245124870024359 / FEBRUARY 2...	-402.37
02/11/2019	10373	ALCHIN'S DISPOSAL INC	ACCOUNT# 388465 / INVOICE# JANUARY 2019	-1,610.00
02/11/2019	10374	NEOFUNDS BY NEOPOST	ACCOUNT # 7900044449626229 / 1/2/2019 & 1...	-500.00
02/11/2019	10375	LIV CO TREASURER	BOR ADJUSTMENTS 2015, 2016, 2017 SUMM...	-104.89
02/11/2019			Deposit	71.00
02/13/2019	10376	DES MOINES STAMP	INVOICE# 1136836 / CUSTOMER# 7831072	-42.40
02/13/2019	10377	Michigan.com	ACCOUNT# 115165 / INVOICE# 0002245881	-145.00
02/18/2019	10378	Gaines Township	OUTSIDE & INSIDE AV ENVELOPES - MAY 20...	-138.90
02/18/2019	10379	BEAR WATER TREATMENT	TICKET# 383225 / SERVICE DATE# 2/13/2019	-67.56
02/18/2019	CHA OCT...		CHARTER PAYMENT - OCTOBER, NOVEMBE...	33,871.32
02/18/2019			Deposit	450.00
02/19/2019			Deposit	50.00
02/20/2019	10380	B&L Services	VOID: SNOW PLOW SERVICES FEBRUARY 2...	0.00
02/20/2019	10381	B&L Services	SNOW PLOW SERVICES FEBRUARY 2019	-1,560.00
02/20/2019	10382	KCI	2019 ASSESSMENT POSTAGE	-635.38
02/21/2019	10383	CONSUMERS ENERGY	ACCOUNT 100019742632 / SERVICE DATES: ...	-469.21
02/21/2019	10384	Blue Cross Blue Shield of Michigan	GROUP 007017906710 / COVERAGE 3-15-20...	-14,224.68
02/25/2019	10385	EDWARD LATSON	February 2019 CLEANING	-300.00
02/25/2019	10386	JANIE HASLOCK	HALL RENTAL 2/23/2019	-100.00

03/04/19

#101 General Fund
Account QuickReport
As of February 28, 2019

Date	Num	Name	Memo	Amount
02/25/2019	10387	DES MOINES STAMP	CUSTOMER# 7831072 / INVOICE# 1137724	-23.30
02/25/2019	10388	Colonial Life	BCN# E4270229 / INVOICE# 4270229-0201597	-265.83
02/25/2019	10389	MICHIGAN STATE UNIVERSITY	KAREN HAWKINS SEMINAR ON 5-29-2019	-75.00
02/25/2019	10390	STAPLES	ACT. 6035 5178 2005 6389 / 01/22/2019 - 02/0...	-108.81
02/25/2019			Deposit	841.76
02/27/2019			Deposit	472.38
02/28/2019	10391	LIVINGSTON COUNTY 4-H	2018 PLAT BOOK Counter Copy	-25.00
02/28/2019	10392	MICHIGAN STATE UNIVERSITY	LOREEN JUDSON SEMINAR ON 5-29-2019	-75.00
02/28/2019	10393	AT&T -General	ACT.# 51754666221258 / INV. # 517546662202...	-273.98
02/28/2019	10394	Spicer Group Inc	INVOICE # 194909 Services thru 1-26-2019	-2,806.75
02/28/2019	10395	CARLISLE/WORTMAN, Inc.	INVOICE# 2151503 Master Plan	-490.00
02/28/2019	10396	CARLISLE/WORTMAN, Inc.	INVOICE# 2151504 Howell Landscaping	-340.00
02/28/2019			Deposit	100.00
Total 001 · CASH - GENERAL - FNB				-39,838.19
TOTAL				-39,838.19

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 board 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.

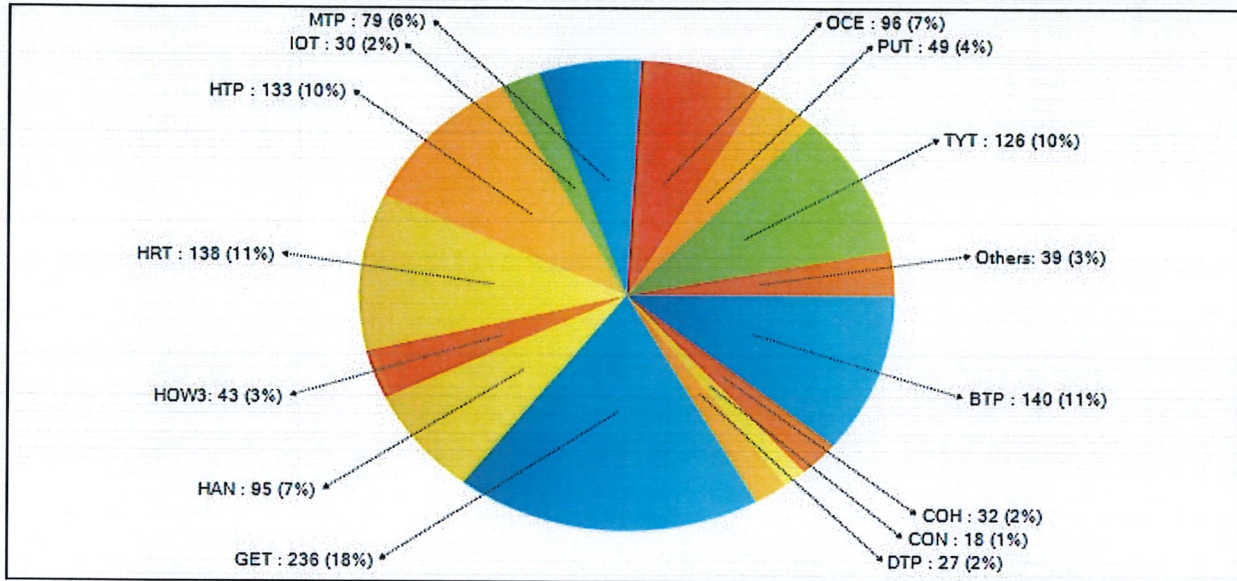
- TXT # 01-18 6.20 Private Roads same as above & Bob checking with LCRC contact.
- TXT # 03-18 Home Occupation Class I & II } same as above checking with Dave.

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

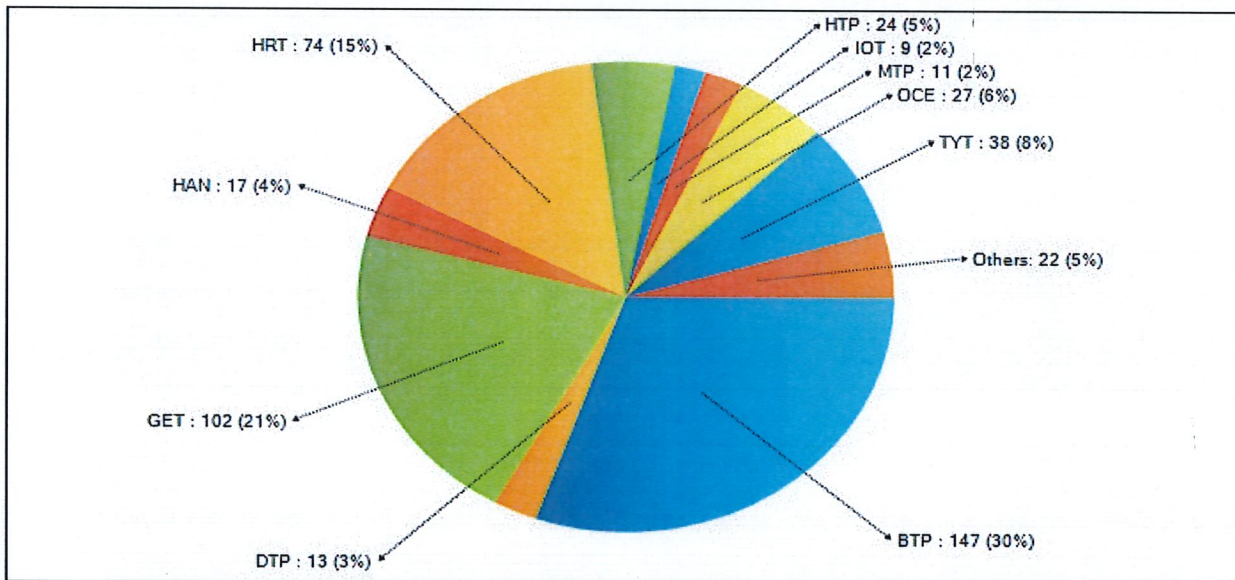
2018 ZONING REPORT

	'JAN	'FEB	'MARCH	'APRIL	'MAY	'JUNE	'JULY	'AUG	'SEPT	'OCT	'NOV	'DEC	TOTAL
Homes	5	2											7
Condo Units													0
Accessory Bldgs.	4	1											5
Decks		2											2
Pools		1											1
Additions	1												1
Land Balancing													0
Other													0
TOTAL LAND USES	10	6	0	0	0	0	0	0	0	0	0	0	16
Waivers	3	4											7
Finals	8	4											12
Site Plans													0
Pre-Planning Meetings													0

**LIVINGSTON COUNTY SHERIFF'S OFFICE
JANUARY 2019 CALLS FOR SERVICE**



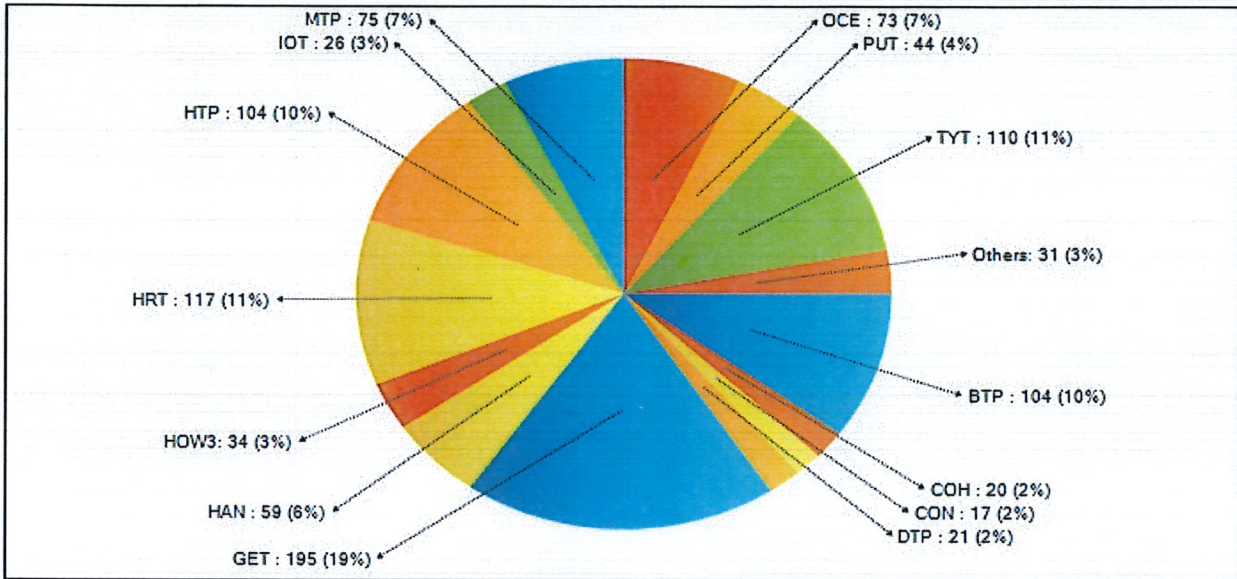
**MICHIGAN STATE POLICE
JANUARY 2019 CALLS FOR SERVICE**



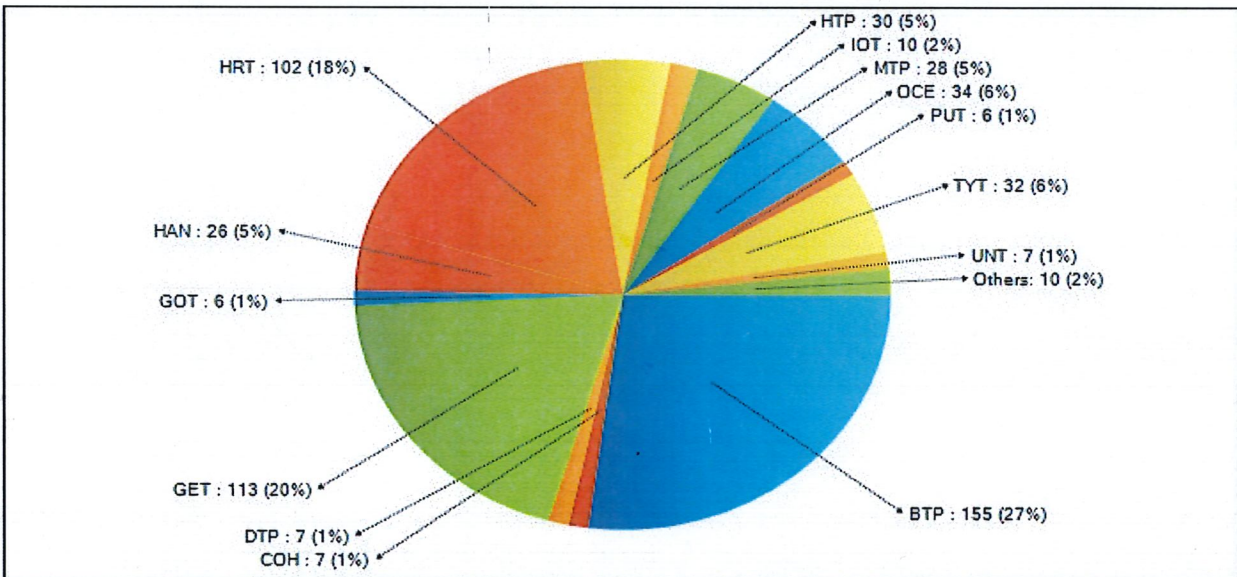
**LIVINGSTON COUNTY SHERIFF'S OFFICE
MARION TOWNSHIP JANUARY 2019**

Nature	# Events
911 HANG UP	2
ABANDONED VEHICLE	1
ALARM	5
ANIMAL COMPLAINT	3
ASSIST EMS	2
ASSIST FIRE DEPARTMENT	1
ASSIST OTHER AGENCY	2
BURGLARY IN PROGRESS	1
CARDIAC/RESPIRATORY ARREST	1
CITIZEN ASSIST	4
DISTURBANCE/TROUBLE	2
FRAUD	2
HAZARD	4
LARCENY	3
MDOP	1
MOTORIST ASSIST	2
OVERDOSE/INGESTION	1
PARK/TRAF COMP	2
PDA	19
PERSON LOCKED IN A VEHICLE	1
PERSONAL INJURY ACCIDENT	1
PIREF (REFUSE EMS)	1
ROAD RUNOFF	2
SHOTS FIRED	1
SUSPICIOUS PERSON	1
SUSPICIOUS SITUATION	2
SUSPICIOUS VEHICLE	1
UNKNOWN ACCIDENT	4
WELFARE CHECK	6
TOTAL:	78

**LIVINGSTON COUNTY SHERIFF'S OFFICE
FEBRUARY 2019 CALLS FOR SERVICE**



**MICHIGAN STATE POLICE
FEBRUARY 2019 CALLS FOR SERVICE**



**LIVINGSTON COUNTY SHERIFF'S OFFICE
MARION TOWNSHIP FEBRUARY 2019**

Nature	# Events
911 HANG UP	1
ABANDONED VEHICLE	2
ALARM	5
ANIMAL COMPLAINT	7
ASSAULT REPORT ONLY	1
CITIZEN ASSIST	2
CIVIL COMPLAINT	1
DOMESTIC PHYSICAL IN PROGRESS	1
DOMESTIC VERBAL	3
FRAUD	5
HAZARD	3
HIT AND RUN ACCIDENT	3
INTIMIDATION THREATS HARASSMEN	1
LARCENY	1
MISSING PERSON/RUN-A-WAY	2
MOTORIST ASSIST	1
PARK/TRAF COMP	1
PDA	20
PERSONAL INJURY ACCIDENT	2
PIREF (REFUSE EMS)	3
ROAD RUNOFF	1
SUSPICIOUS SITUATION	2
SUSPICIOUS VEHICLE	1
VIN INSPECTION	1
WELFARE CHECK	5
TOTAL:	75

MARION

CALLS FOR SERVICE

JANUARY	78
FEBRUARY	75
MARCH	0
APRIL	0
MAY	0
JUNE	0
JULY	0
AUGUST	0
SEPTEMBER	0
OCTOBER	0
NOVEMBER	0
DECEMBER	0

153

TICKETS WRITTEN

JANUARY	18
FEBRUARY	12
MARCH	0
APRIL	0
MAY	0
JUNE	0
JULY	0
AUGUST	0
SEPTEMBER	0
OCTOBER	0
NOVEMBER	0
DECEMBER	0

30

ARRESTS

JANUARY	2
FEBRUARY	5
MARCH	0
APRIL	0
MAY	0
JUNE	0
JULY	0
AUGUST	0
SEPTEMBER	0
OCTOBER	0
NOVEMBER	0
DECEMBER	0

7

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

March 7, 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:

I have reviewed the most recent revisions to the Condominium documents from Desine, Inc. along with Jim Barnwell's letter and each of the concerns in my February review letter have been addressed. There is, however, one additional change that is going to be made in the Master Deed to address my concerns. Section 9 of Article VII is going to be modified in the first sentence to add the Township so it will read: "The Association, Marion Township, and all public or private utilities shall have such easements over, under, across and through the Condominium Premises..."

Given that additional language, I believe the Condominium documents are in substantial compliance with the Township zoning ordinance and the Condominium Act, subject to the Township engineer's review of Exhibit B.

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

Yours truly,

MICHAEL J. KEHOE, P.C.

A handwritten signature in black ink, appearing to read "Michael J. Kehoe".

Michael J. Kehoe
Attorney at Law

KLV

DRAFT

Approved by: _____
Larry Grunn, Chairperson

Date: _____

**MARION TOWNSHIP PLANNING COMMISSION
REGULAR MEETING MINUTES
FEBRUARY 26, 2019 / 7:30PM**

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

OTHERS PRESENT: DAVE HAMANN – ZONING ADMINISTRATOR
JOHN ENOS – CARLISLE WORTMAN PLANNER

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:
Regular Meeting Agenda for February 26, 2019
Jim Anderson motioned to approve the agenda. Cheryl Range seconded. **Motion carried.**

APPROVAL OF MINUTES:
Approval of the Regular Meeting Minutes for January 22, 2019
Jim Anderson motioned to approve the minutes from January 22, 2019. Cheryl Range seconded. **Motion carried.**

CALL TO THE PUBLIC: None

NEW BUSINESS:
1) TORATOLA LANE SITE CONDO FINAL SITE PLAN REVIEW
Jim Barnwell came before the Planning Commission to request approval for the final site plan for Toratola Lane Condos. Toratola Lane is over 750 feet long and a variance was given for the length of this road. Ken Recker from the Drain Commission office had no objections regarding this site plan.

John Enos recommend approval to the Planning Commission and if approved, this will then be brought to the board for final approval.

Jim Anderson asked if all of the condos would be paying for any maintenance on the limited common areas. Jim Barnwell said there will be very little to no maintenance on this area because it's a natural wooded area that won't require any maintenance. Jim Anderson asked who will be paying taxes on the common area. Jim Barnwell said the four houses that back up to this area will be paying the taxes because this common area adds value to their properties.

Bob Hanvey asked if the home owners have authority to make repairs on the waste water system. Jim Barnwell said that the association has authority to make these repairs.

Jim Barnwell said that Marion's attorney Mike Kehoe would like something in the master deed that requires Board approval for site plan changes.

Larry Grunn asked how far away the bordering neighbors are from the property line. Jim Barnwell said about 250 feet from the property line. Barnwell made a suggestion to Garth about planting some trees along the property line for better screening.

Cheryl Range made a motion recommending approval to the Board for the final site plan for Toratola Lane, along with the conditions/comments from the outside agencies. Bruce Powelson seconded. **Motion carried.**

2) BOT REQUEST LIGHT ORDINANCE FOR RESIDENTIAL AREA

Dave Hamann said that he included language on nuisance ordinances because that is kind of where lighting issues would fall. Cheryl Range read the nuisance ordinance that she and Greg Durbin put together. This would have covered some of these current issues happening in the township.

Bob Hanvey mentioned that currently in the township, a particular resident has lighting on the trees within her property and it shines over her fence, along with between the gaps of her fence. Technically they would be in violation if this language was part of our ordinance. Les Andersen said that if we had language that required the homeowner to put a shield on the light, this would eliminate some of the current issues. John Enos said that Howell Township's language is appropriate and very typical.

Bob Hanvey asked what would happen if two different residents had the same lighting and one neighbor liked the lighting but another didn't. Would both residents be in violation? John said technically both parties would be in violation. Cheryl Range said that we could state something that required enforcement to be complaint driven or stated that you had to have approval from the adjacent neighbors in order to be compliant. Bruce Powelson suggested to only violate those that have neighbors who are complaining. Dave Hamann suggested taking our commercial language for nuisances and use it in residential areas. Dave also said that if we made this a general ordinance, then it would cover any current issues, not just the ones going forward.

Bob Hanvey asked if Carlisle Wortman would be our "Township Manager". John Enos said that right now, Carlisle Wortman spends two days a week at another township, writing tickets and arguing with residents at

the counter. It is very difficult and hard to do, but doing this is what works. You have to enforce your ordinances or it doesn't work. John will provide an electronic copy of Howell Township's ordinance.

Jim Anderson made a motion, allowing Cheryl Range to prepare language for a Nuisance ordinance, using the language from Howell Township, along with our existing definitions. Bruce Powelson seconded. **Motion carried.**

OLD BUSINESS:

1) FINAL CHANGES TO RULES AND PROCEDURES

Everyone signed the signature page for the Planning Commission Rules and Procedures.

2) LANDSCAPE NURSERY OPERATION REVIEW

John Enos said that Marion has a landscape operation definition and now we have to decide if it needs to be changed. The ZBA made this definition, so Dave has to follow this until told otherwise, so this needs to be incorporated to the zoning ordinance. John Enos stated that there is a difference between a "landscape operation" and a guy mowing grass for a living. That would fall under "home occupation". Bob Hanvey said that this definition doesn't say "secondary to growing". John thinks that it does say that.

John said that the Planning Commission needs to determine whether or not we want this as our definition. Should this definition be changed/modified or should we make it part of the ordinance. Dave Hamann said he thinks we should make this part of our Special Use process and that way, we have the ability to review it. John Enos completely agreed with Dave.

Tim Ryan, 459 East Davis Road, asked if a particular parcel is in a RR district and they build a pole barn on their parcel, but later they decide to split the parcel. The barn is now on a parcel without a house and is operating as a business. This is what happened with Eddies and now, it is actually more of a trucking company versus a landscaping operation.

John Enos said that a landscape nursery with or without a barn is not unusual. John said that we could look at over fifty different pieces of language, but they will all be similar to this one. John said that if the Planning Commission wants this as our definition, he recommends sending this language to the board for review. If the board wants us to change/modify anything, then we can do so at that time.

Jim Anderson made a motion to send this language along with the new definition to the Board of Trustees for review. Bruce Powelson seconded. **Motion carried.**

3) TXT# 07-17 PROPOSED CHANGES LOTS

Cheryl Range made a motion to postpone this item until the next meeting on March 26, 2019. Jim Anderson seconded. **Motion carried.**

4) TXT# 03-18 HOME OCCUPATION

Jim Anderson found some interesting language regarding "Home Occupations".

Jim Anderson made a motion to send both pieces of language he found on Home Occupations along with the language he found on Residential & Agricultural Districts to Dave Hamann so it can be distributed to the board members for review. Bruce Powelson seconded. **Motion carried.**

Cheryl Range made a motion to postpone further discussion on this item until the next meeting on March 26, 2019. Bob Hanvey seconded. **Motion carried.**

5) TXT# 01-18 6.20 PRIVATE ROADS

Jim Anderson found some language on "Private Roads".

Jim Anderson made a motion to send the language he found on Private Roads to Dave Hamann so it can be distributed to the board members for review. Cheryl Range seconded. **Motion carried.**

Cheryl Range made a motion to postpone further discussion on this item until the next meeting on March 26, 2019. Bob Hanvey seconded. **Motion carried.**

CORRESPONDENCE AND UPDATES:

MSU EXTENSION CULTIVATING LOCAL FARM ECONOMIES (MARCH 21, 2019 IN ANN ARBOR)

Cheryl Range, Larry Grunn and Bob Hanvey would like to attend this seminar. Bob Hanvey will check with the Board to see who else would like to attend this training and then will coordinate with the Clerk about getting everyone registered for the class.

PLANNING COMMISSION ANNUAL REPORT

Bob Hanvey said that Cheryl Range put together the Planning Commission Annual report for this year and did a very nice job, and thanked Cheryl for her efforts on this.

SET NEXT SPECIAL MASTER PLAN MEETING

John Enos passed out the Master Plan draft and will coordinate the next Special Meeting with Dave Hamann. Tim Ryan asked if he could review the Master Plan handout. John Enos said that it is a rough draft and would be ok with him taking a quick look at it, but reminded everyone that it is not approved yet, so it is not ready for the public to review it yet.

CALL TO THE PUBLIC: None

ADJOURNMENT:

Bruce Powelson made a motion to adjourn the meeting at 9:45pm. Jim Anderson seconded. **Motion carried.**

MARION TOWNSHIP
2877 W. COON LAKE ROAD
HOWELL, MI 48843
Phone 517-546-1588
Fax 517-546-6622

TRANSMITTAL

TO: Board of Trustees

DATE March 14, 2019

PROJECT **FINAL REVIEW**
Toratola Lane Site Condo
SPR#03-18

VIA Hand Delivery

WE ARE SENDING: Herewith Under Separate Cover

THE FOLLOWING:

- Site Plan review for SPR#03-18 Toratola Lane Site Condo dated Jan 31, 2019
- Carlisle/Wortman Review letter dated February 12, 2019
- Spicer Group Review letter dated February 13, 2019
- Attorney First Letter on Master Deed & Bylaws dated February 5, 2019
- Revised Master Deed and Bylaws & Letter dated March 5, 2019
- Howell Fire letter dated January 16, 2019
- Planning Commission Minutes from February 26, 2019 meeting
- LCRC email dated December 3, 2018 from Kim Hiller
- LCHD email dated November 26, 2018 from Aaron Aumock
- LCDC email dated January 24, 2019 from Ken Recker

FOR YOUR: approval/ denial as requested
 other review & comment

REMARKS:

The attached Site Plan for SPR#03-18 Toratola Lane Site Condo. This information is for **FINAL Review and approval**. Please make sure you make your motion contingent on final approval of Master Deed and Bylaws by the Attorney. All other open issues from the Preliminary Site Plan Review have been address by the Zoning Board of Appeals variance and indication in the Master Deed and Bylaws relating to the driveway issue on the cul-da-sac and for the detention pond driveways. Let me know if you have any questions.

FROM: Dave Hamann, Zoning Administrator

Copy: file



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*



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:

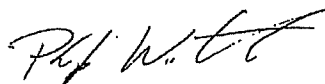
1. The Final Site Plan should be signed and sealed by a professional engineer.
2. Soil borings should be provided under the proposed road and retention basin with construction plan submittal.

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

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.

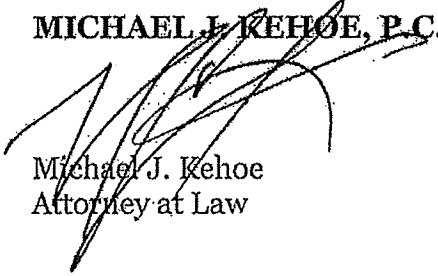
As for the Condominium Bylaws, Exhibit A, the only thing I noticed was a reference to Sections 8.1-8.3 in Section 4 of Article VIII and I could find no Sections 8.1-8.3.

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

Dave Hamann

From: JAMIL CZUBENKO <jczubenko@howellfire.net>
Sent: Wednesday, January 16, 2019 2:40 PM
To: Dave Hamann
Subject: Re: Final Site Plan Review for Toratola Lane Site Condo

Dave,

I have reviewed the Final Site Plan for the Toratola Lane project. The Site Plan addresses all of our needs and requirements and we approve the plan as presented. Any changes in this site plan shall be submitted to the Howell Fire Department for additional approval. If there is anything further that you need, please feel free to give me a call. Thank you for the opportunity to review this site plan. Please let me know if there are any questions or concerns for this project.

Jamil Czubenko
Battalion Chief/Fire Marshal
Howell Area Fire Dept
517-546-0560

On Wed, Jan 2, 2019 at 9:32 AM Dave Hamann <za@mariontownship.com> wrote:

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:

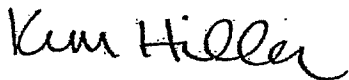
I have completed the review of the revised plans, dated November 15, 2018, for the above-referenced project and have determined the plans to be in substantial compliance with our specifications.

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

Dave Hamann

From: Ken Recker <KRecker@livgov.com>
Sent: Thursday, January 24, 2019 5:57 PM
To: Dave Hamann
Cc: Rod Soos
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 <jczubenko@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

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

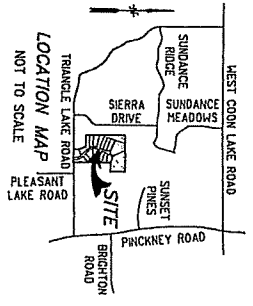


Exhibit "B" To The Master Deed Of
Toratola Lane Condominium
 A Part Of The Southwest 1/4 Of Section 26
 Town 2 North, Range 4 East
 Marion Township, Livingston County, Michigan
 Livingston County Condominium Subdivision Plan No. _____

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 N19°11'40"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 "G" 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 4-6, 12-15 & PART OF OPEN SPACE
5	SURVEY PLAN - UNITS 7-11 & PART OF OPEN SPACE
6	SITE 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

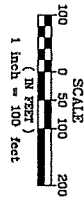
PRELIMINARY

(847) 227-5533
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114
 JOSEPH J. SPRINGSMA
 PROFESSIONAL SURVEYOR No. 55109
 DECEMBER 27, 2018
 PROPOSED DATED
 JOB No. 1-11-26-173236
 T.L.C. EX. "B" - COVER SHEET 1

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



CALL BEFORE YOU DIG
811
FOR ALL UTILITIES
ON ANY PROJECT



- 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
 - 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.: 47-482873-8, 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:

#1 Nail in the Southeast Side of a 13" Twm Oak, Located Near the North side of Triangle Lake Road, Approximately mid-point of Condominium.
Elevation = 982.83 (NAVD 88)

#2 Nail in the West Side of a 13" Walnut, Located near the North side of Triangle Lake Road, 57.5 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(a)

- The symbol "m" indicates a Found Concrete Monument

- All Units and Open Space Center are monument with an 1/2" dia., 18" long Steel Rod and Cap stamped "JUS 55109."

--- = Condominium Boundary Line

--- = Hatch Line

(M) = Curve Identifier

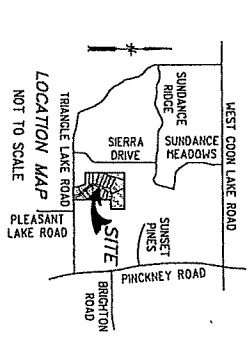
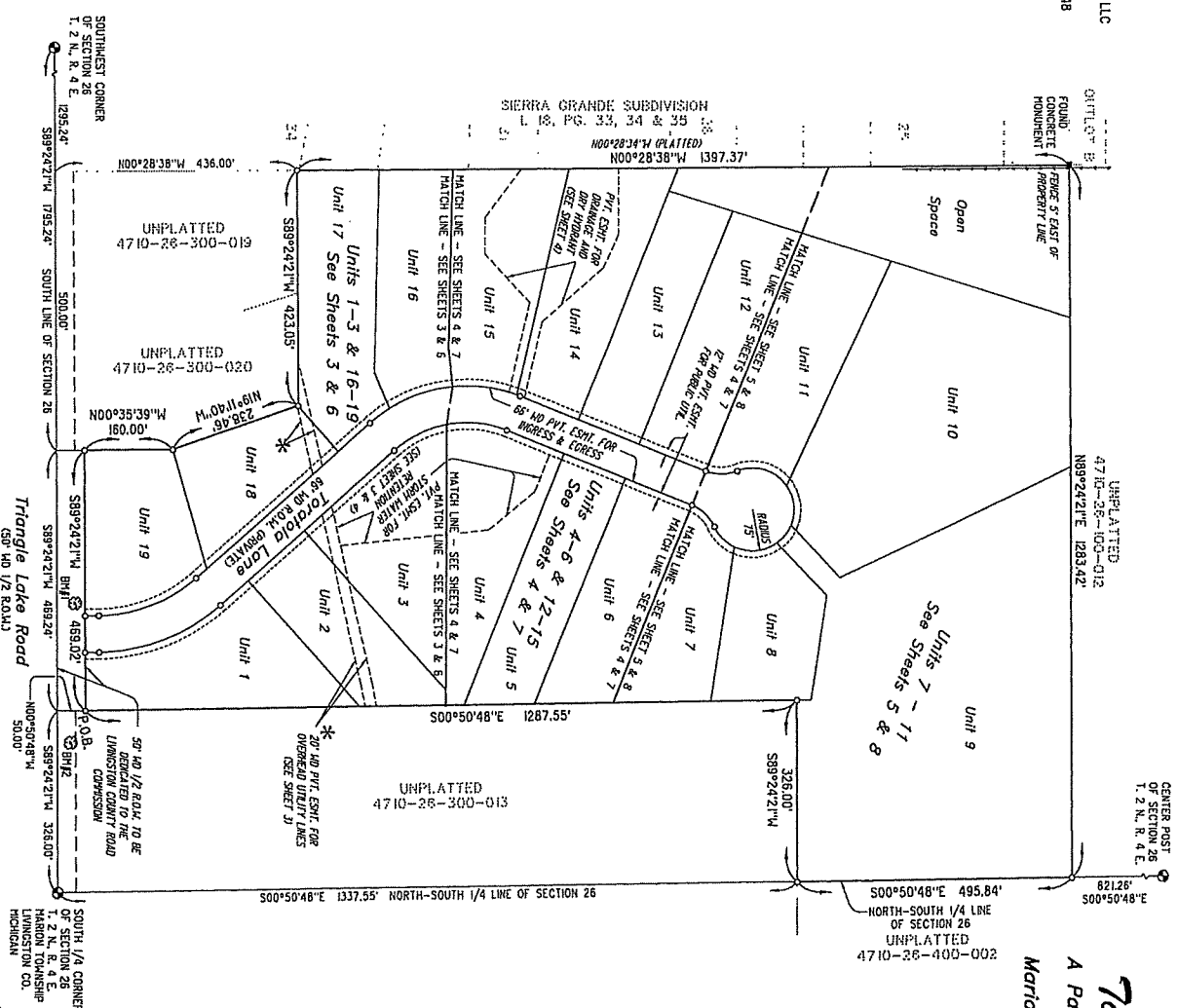


Exhibit "B" To The Master Deed Of
Toratola Lane Condominium
A Part Of The Southwest 1/4 Of Section 26
Town 2 North, Range 4 East
Marion Township, Livingston County, Michigan
Composite & Survey Plan

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 up 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. 58109

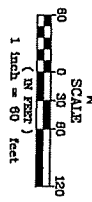
DECEMBER 27, 2018

PROPOSED DATED

(814) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2185 PLESS DRIVE
BRIGHTON, MICHIGAN 48115

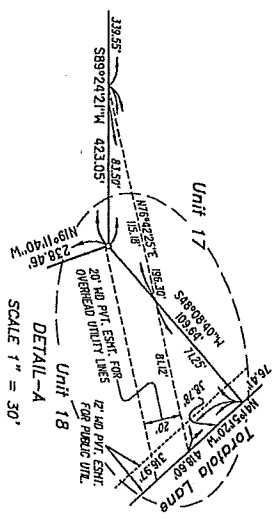
T.L.C. EX. "B" - COMP SHEET 2

DEVELOPER
TORATO LA LANE DEVELOPMENT, LLC
305 APRLEWOOD ROAD
CORRALES, NEW MEXICO 87048



CURVE TABLE

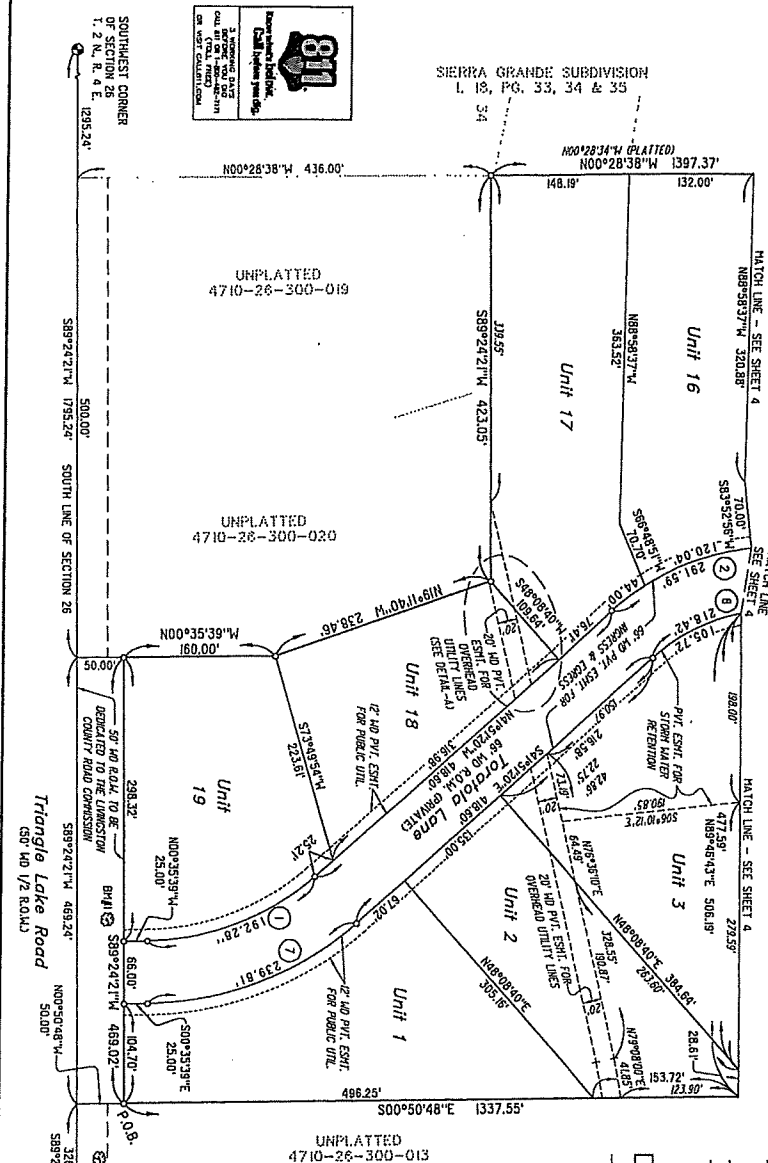
No.	LENGTH	RADIUS	DELTA	BEARING	CHORD	DISTANCE
1	182.28	267.00	41°15'41"	N21°13'30"W	188.15'	188.15'
2	291.59	263.00	63°31'30"	N10°05'35"E	276.89'	276.89'
5	218.42	197.00	63°31'30"	S10°05'35"E	207.40'	207.40'
7	239.81	353.00	41°15'41"	S21°13'30"E	234.95'	234.95'



- NOTES:**
- 1) Internal road (Toratola Lane) is a private road Right-of-Way.
 - 2) Private easements for:
 - ingress and egress (road easement)
 - storm sewer and surface drainage
 - public utilities
 - 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.: 47-182873-A, 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.

LEGEND

- All dimensions are in feet.
- All curvilinear dimensions are shown along the arc.
- The symbol "o" indicates a Set 12" Steel Rod encased in a 4" x 36" Concrete Monument, Rule 559.407(a)
- The symbol "m" indicates a Found Concrete Monument
- All Units and Open Space Carer are monument with an 1/2" dia., 18" long Steel Rod and Cap stamped "JLS 55103."
- [Symbol] = Condominium Boundary Line
- [Symbol] = Match Line
- [Symbol] = Curve Identifier



BENCHMARKS:

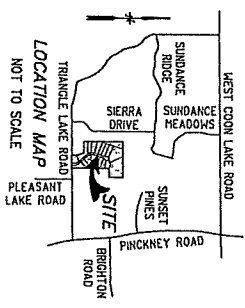
- #1 Nail in the Southeast Side of a 13" Twin Oak, Located Near the North side of Triangle Lake Road, Approximately mid-point of Condominium. Elevation = 992.63 (NAVD 89)
- #2 Nail in the West Side of a 13" Walnut, Located near the West line of #300-013. Elevation = 989.49 (NAVD 89)

UNPLATTED 4710-26-300-013

UNPLATTED 4710-26-300-019

UNPLATTED 4710-26-300-020

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



SURVEYOR'S CERTIFICATE

I, Joseph L. 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

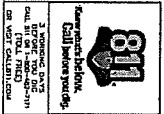
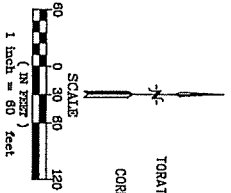
as shown on the accompanying drawings, represent a survey on the ground made under my direction (that there are no existing encroachments upon the lands and property herein described) or that there are existing encroachments upon the lands and property described as shown).
That the required monuments 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 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 L. SCHRIPSEMA
PROFESSIONAL SURVEYOR No. 55109
DECEMBER 27, 2018
PROPOSED DATED
JOB No. 1-11-26-172326
SHEET 3

BRIGHTON, MICHIGAN 48114

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)
 - storm sewer and surface drainage
 - 3) are over the entire width of private road Right-of-Way.
 - 4) See Article VII of Master Deed for additional proposed easements that affect this Condominium Project.
 - 5) Reference: Record Search prepared by Select Title Company, File No.: 47-182873-B, Dated: December 5, 2018.
 - 6) This condominium project is not an Expandable Project under the Michigan Condominium Act (See Article VI of Master Deed).
 - 7) 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, including, Livingston County Records.
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BENCHMARKS:

#1 Nail in the Southeast Side of a 13" Twp 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, 57.2 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 3/8" Concrete Monument, Rule 559, 407(b)

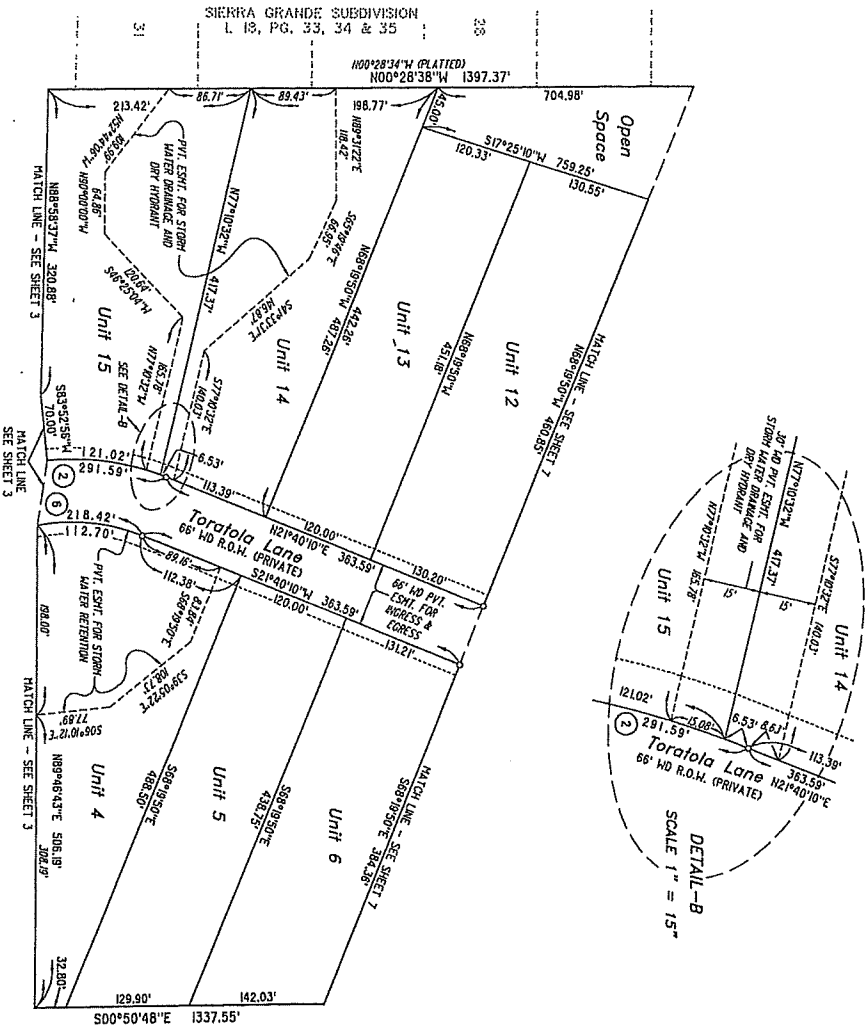
-The symbol "■" Indicates a Found Concrete Monument

-All Units and Open Space Corner are monument with an 1/2" dia., 18" long Steel Rod and Cap stamped "JLS 55109."

— = Condominium Boundary Line

— = Hatch Line

(O) = Curve Identifier

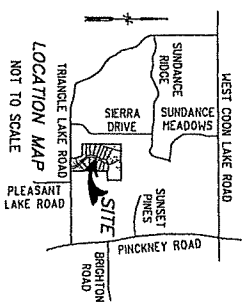


CURVE TABLE

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'

UNPLATTED
4710-26-300-013

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



SURVEYOR'S CERTIFICATE

I, Joseph J. Schriener, 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.

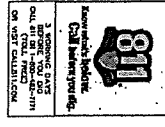
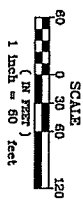
PRELIMINARY

JOSEPH J. SCHRIENER
PROFESSIONAL SURVEYOR No. 55109

DECEMBER 27, 2018
PROPOSED DATED
JOB No. 1-11-26-173236
T.L.C. EX. "B" - SUR
SHEET 4

(610) 227-9833
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48314

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



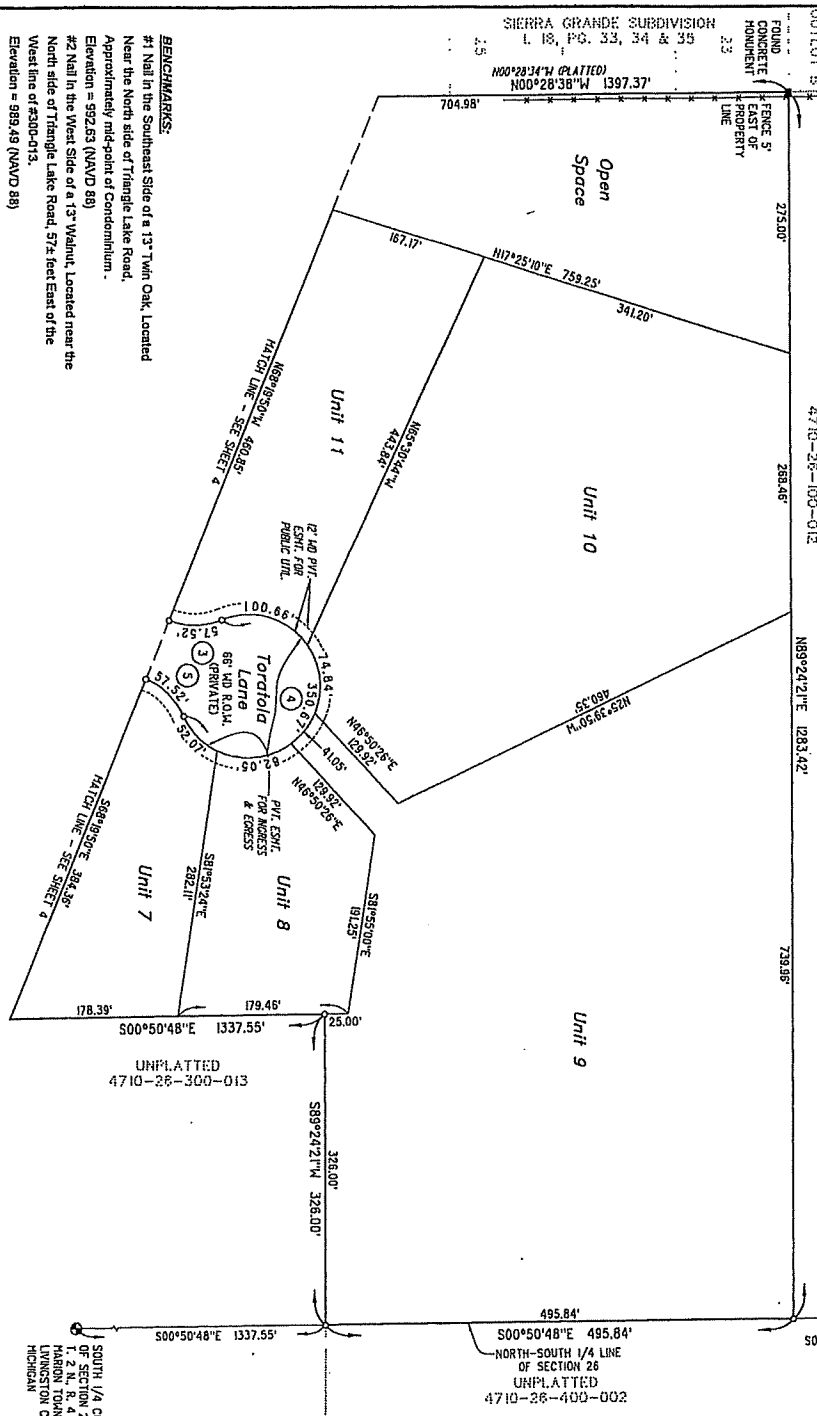
- NOTES:**
- 1) Internal road (Toratola Lane) is a private road Right-of-Way.
 - 2) Private easements for:
 - ingress and egress (road easement)
 - public utilities
 - storm sewer and surface drainage
 - 3) See Article VII of Master Deed for additional proposed easements that affect this Condominium Project.
 - 4) Reference: Record Search prepared by Select Title Company. File No.: 47-182873-5, 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.

CURVE TABLE

No.	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
1	57.52'	75.00'	43°56'44"	N00°18'12"W	56.42'
2	350.67'	75.00'	287°53'28"	S88°19'50"E	108.00'
3	57.52'	75.00'	43°59'44"	S43°38'32"W	56.42'

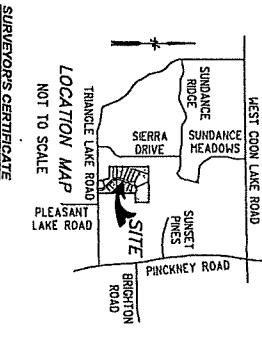
LEGEND
- All dimensions are in feet.
- All curvilinear dimensions are shown along the arc.
- The symbol "o" indicates a Set 1/2" Steel Rod encased in a 4" x 36" Concrete Monument, Rule 559.407(e).
- The symbol "m" indicates a Found Concrete Monument.
- All Units and Open Space Corner are monument with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

— = Match Line
⊙ = Curve Identifier



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 = 992.83 (NAVD 89)
#2 Nail in the West Side of a 13" Walnut, Located near the North side of Triangle Lake Road, 574 feet East of the Westline of #300-013.
Elevation = 989.49 (NAVD 89)

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



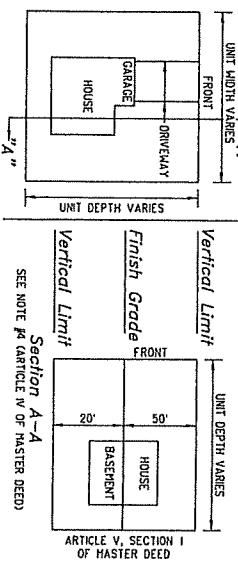
SURVEYOR'S CERTIFICATE
I, Joseph J. Schripssma, registered land surveyor of the state of Michigan, hereby certify:
That the subdivision plan known as Toratola Lane Condominium, Livingston County Condominium Subdivision Plan
No. _____
as shown on the accompanying drawings, represent a survey on the ground 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.

PRELIMINARY

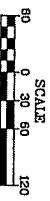
JOSEPH J. SCHRISSMA
PROFESSIONAL SURVEYOR No. 55109
DECEMBER 27, 2018
PROPOSED DATED
JOB No. 1-11-26-173236
T.L.C. EX-B-SUR SHEET 5

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

TYPICAL UNIT CROSS SECTION
 NOT TO SCALE



- NOTES:**
- 1) Road (Toratola Lane), Storm Sewers and Dry Hydrant must be built.
 - 2) Road, Storm Sewers and Dry Hydrant Plans as prepared by Destine Inc. and on file with Marion Township.
 - 3) Location of Electric, Telephone, 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.



UNIT SQUARE FOOTAGE & FINISH FLOOR ELEVATION

No.	AREA	ELEVATION
1	64,880	986.5
2	64,780	988.5
3	53,583	986.5
4	53,583	986.5
5	53,583	986.5
6	53,583	986.5
7	53,583	986.5
8	53,583	986.5
9	53,583	986.5
10	53,583	986.5
11	53,583	986.5
12	53,583	986.5
13	53,583	986.5
14	53,583	986.5
15	53,583	986.5
16	53,583	986.5
17	53,583	986.5
18	53,583	986.5
19	53,583	986.5

COORDINATE TABLE

No.	NORTHING	EASTING
1	4789.53	9855.28
2	4784.66	9426.06
3	4594.65	9423.89
4	5215.95	9345.19
5	5215.95	8922.46
6	4868.44	9783.85
7	4868.44	9704.63
8	5132.10	9659.81
9	5232.65	9669.83
10	5333.96	9425.32
11	5487.46	9378.75
12	5487.98	9310.55
13	5385.00	9349.68
14	5249.92	9376.15
15	5249.91	9427.15
16	5038.74	9659.85
17	4862.75	9723.59
18	4862.75	9723.59
19	4834.66	9425.55
20	5383.65	8921.22
21	5357.16	9284.69
22	5485.65	9240.95
23	5489.92	9884.93
24	5489.92	9885.33
25	5357.12	9887.21
26	4835.32	9894.54

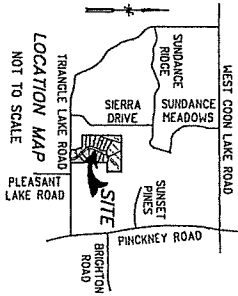
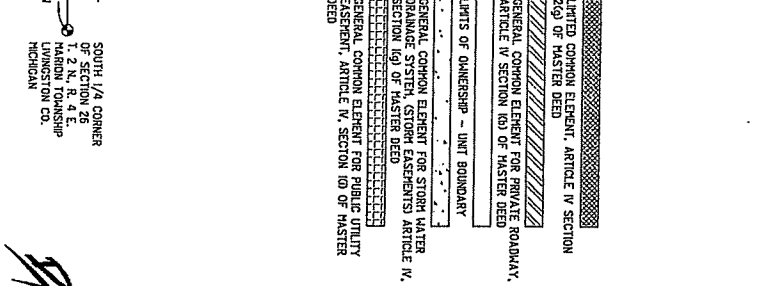
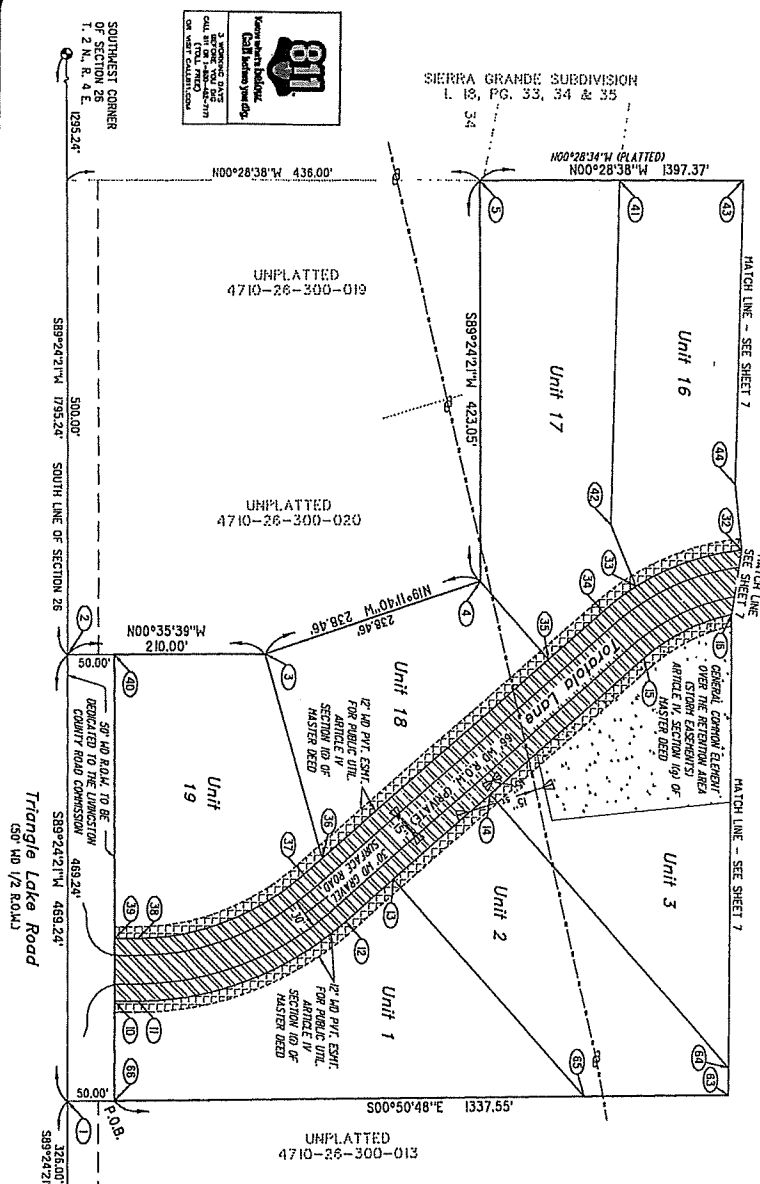


Exhibit "B" To The Master Deed Of
Toratola Lane Condominium
 A Part Of The Southwest 1/4 Of Section 26
 Town 2 North, Range 4 East
 Marion Township, Livingston County, Michigan

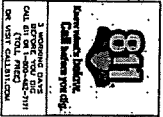
Site Plan
Utility Plan
Unit Cross Section Plan

PRELIMINARY

JOSEPH J. SCHUBSMA
 PROFESSIONAL SURVEYOR No. 55109
 DECEMBER 27, 2018
 PROPOSED DATED
 JOB No. 1-11-26-17326
 T.L.C. EX. B-SITE/UT SHEET 6
 BRIGHTON, MICHIGAN 48114

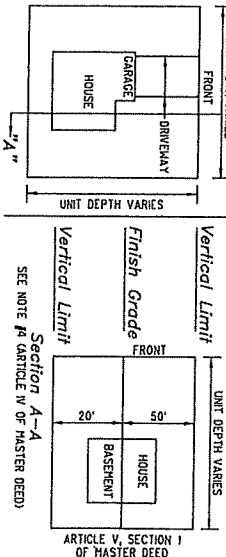
811
 Know what's below.
 Call before you dig.
 3 TOLL FREE
 800-4-A-DIG
 800-452-4243
 OR VISIT: WWW.811.MI.GOV

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



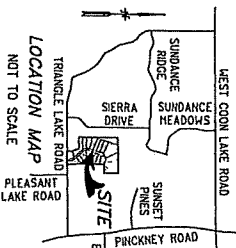
- NOTES:
- 1) Road (Toratola Lane), Storm Sewers and Dry Hydrant must be built.
 - 2) Road, Storm Sewers and Dry Hydrant Plans as prepared by Dethle Inc. and on file with Marlon Township.
 - 3) Location of Electric, Telephone, Cable T.V. and Natural Gas utility lines are on the plan with the appropriate 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.

TYPICAL UNIT CROSS SECTION
NOT TO SCALE



ARTICLE V, SECTION I OF MASTER DEED

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



LOCATION MAP
NOT TO SCALE

LEGEND

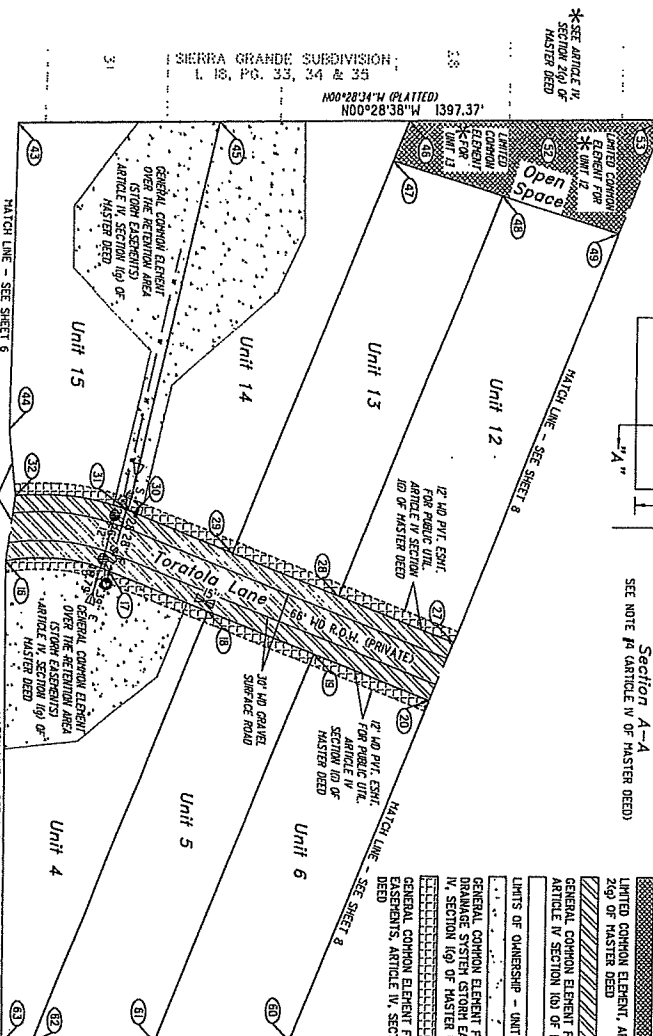
- ▣ = HISC. STRUCTURE (AS LABELED)
- = EDGE OF GARVEL
- = UTILITY EASEMENT LINE
- = CATCH BASIN
- = CONTROL STRUCTURE
- = FLARED END SECTION 1/4 PIPE WIDTH
- = STRONG WATER DRAINAGE PIPE
- = 1/4 PIPE WIDTH & WATER FLOW DIRECTION
- = DRY HYDRANT
- = WATER PIPE
- = COORDINANT POINT

UNIT SQUARE FOOTAGE & UNIT FINISH FLOOR ELEVATION

No.	AREA	ELEVATION
4	64,158	593.5
5	55,635	992.0
6	53,999	992.0
12	53,371	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	5598.15 9388.98
18	5702.60 9430.48
19	5814.11 9474.79
20	5926.05 9524.23
21	6038.42 9578.90
22	6151.21 9638.82
23	6264.42 9703.92
24	6378.05 9774.19
25	6492.19 9849.62
26	6606.82 9930.31
27	6721.95 10006.44
28	6837.58 10088.11
29	6953.71 10175.34
30	7070.34 10268.13
31	7187.47 10366.48
32	7305.10 10470.39
33	7423.23 10579.86
34	7541.86 10694.89
35	7660.99 10815.48
36	7780.62 10941.63
37	7900.75 11073.34
38	8021.38 11210.61
39	8142.51 11353.44
40	8264.14 11501.83
41	8386.27 11655.86
42	8508.90 11815.53
43	8632.03 11980.84
44	8755.66 12151.79
45	8880.79 12328.38
46	9006.42 12510.61
47	9132.55 12698.48
48	9259.18 12891.99
49	9386.31 13091.14
50	9513.94 13295.93
51	9642.07 13506.36
52	9770.70 13722.43
53	9899.83 13944.14
54	10029.46 14171.49
55	10159.59 14404.48
56	10290.22 14643.01
57	10421.35 14887.08
58	10552.98 15136.69
59	10685.11 15391.84
60	10817.74 15652.53
61	10950.87 15918.76
62	11084.50 16190.53
63	11218.63 16467.84



UNPLATTED
4710-26-360-013

PRELIMINARY

DECEMBER 27, 2016

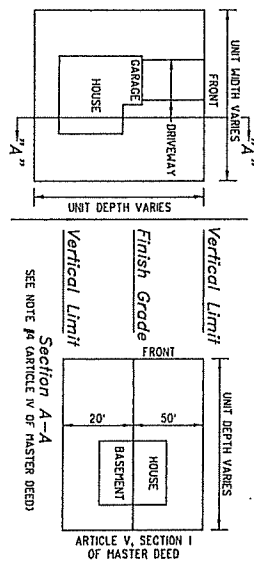
JOSEPH A. SCHARPSMA
PROFESSIONAL SURVEYOR No. 55109

CIVIL ENGINEERS
1100 EAST WASHINGTON
21633 PLEASANT
BRIGHTON, MICHIGAN 48114

PROPOSED DATED
JOB No. 1-11-26-173236
T.L.C. EX "B" SITE/UT SHEET 7

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

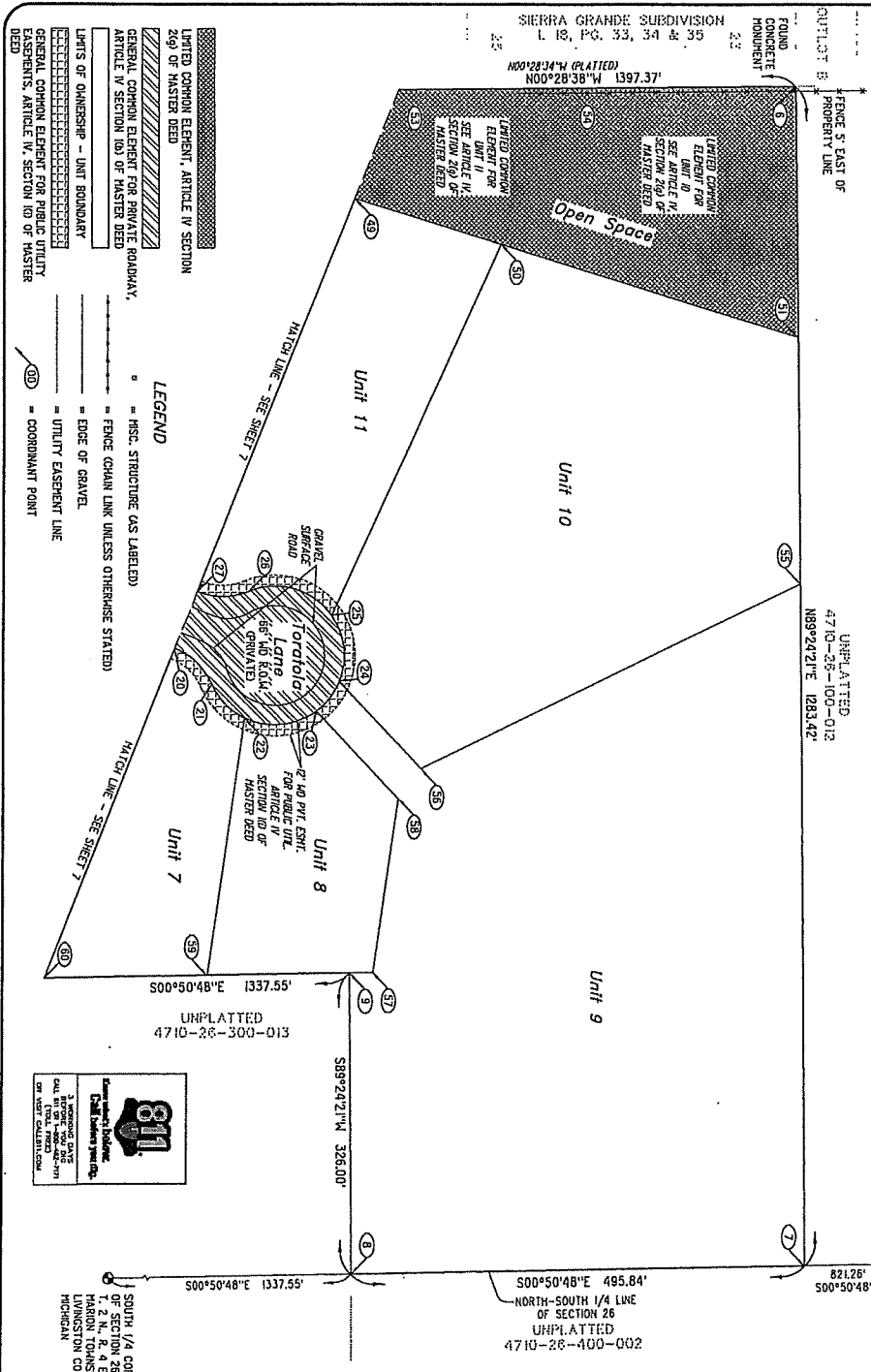
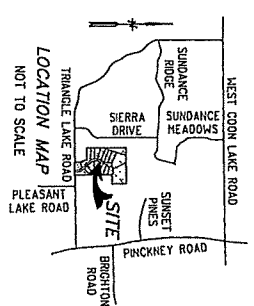
TYPICAL UNIT CROSS SECTION
NOT TO SCALE



- NOTES:
- 1) Road (Toratola Lane), Storm Sewers and Dry Hydrant must be built.
 - 2) Road, Storm Sewers and Dry Hydrant Plans as prepared by Design Inc. and on file with Marion Township.
 - 3) Location of Electric, Telephone, Cable T.V. and Natural Gas utility lines are on file with the appropriate utility company.
 - 4) Driveways, Walks and Private Water Ways serving 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.

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

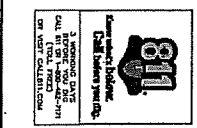
Site Plan
Utility Plan
Unit Cross Section Plan



UNIT SQUARE FOOTAGE & UNIT FINISH FLOOR ELEVATION

No.	AREA	ELEVATION
7	43,917	988.0'
8	45,379	993.0'
9	305,399	995.0'
10	190,425	992.0'
11	68,651	983.0'

No.	NORTHING	EASTING
6	681279	681042
7	682609	10194.17
8	679744	10207.50
9	6130231	10207.50
10	5926.05	8923.24
21	5976.66	9581.97
22	4012.29	9598.51
23	4089.95	9591.02
24	6104.51	9585.55
25	6104.51	9585.55
26	6076.54	9461.90
27	5980.42	9461.90
49	6130.59	8033.62
50	6290.10	8033.62
51	6290.10	8033.62
52	6177.54	8912.86
53	6367.29	8912.86
54	6618.42	9454.25
55	6203.48	9653.62
56	6618.42	9653.62
57	6151.83	9675.14
58	5972.46	9653.62
59	5972.46	9653.62
60	5794.12	9800.43



PRELIMINARY

18410 2027 48283
CIVIL ENGINEERS
LAND SURVEYORS
2183 FLEISS DRIVE
BRIGHTON, MICHIGAN 48114

DECEMBER 27, 2018
PROPOSED DATED
JOB No. 1-11-26-171236
TLC. EX. B'-SITE/UT SHEET 8

JOSEPH J. SHAPIRO
PROFESSIONAL SURVEYOR No. 55109



March 5, 2019

David Hamman, Zoning Administrator
Marion Township
2877 W. Coon Lake Road
Howell, MI 48843

Re: Master Deed Comments, Toratola Lane

Dear Mr. Hamman,

Please find the following comments regarding Michael J. Kehoes' letter dated February 5, 2019.

Comment #1. Revised per letter (2-5-19), Legal Description has been added to Article II

Comment #2. Paragraph in Article IV, Section 2g regarding subterranean lands has been removed.

Comment #3. This is a correct observation and LCHD approval is required prior to recording the Master Deed. Refer to LCHD letter (11-26-18), they will sign when certain requirements of their letter are certified to.

Comment #4. In response to the maintenance etc., that is covered by the Master Deed and Bylaws. I would refer to a number of Articles and Sections:

Refer to the following: Article III Definitions

Section 1 Definitions, (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.

Refer to the following: Article IV Common Elements, the storm system is a general common Element as is the Easement:

Article IV COMMON ELEMENTS
Section 1 General Common Elements

Paragraph (g) Storm Sewer System. *The entire storm sewer system throughout the Project as shown on Exhibit B.*

Paragraph (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.*

Per the above it is intended that the storm sewer and easement which encompasses it are General Common Elements. The easement are shown on the Exhibit Bs' and identified as General Common Elements.

Now in response to maintenance of the storm system (and other general common elements):
Refer to the following: Article IV Common Elements

Section 3. Responsibilities.

Paragraph (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 provision of the Bylaws (Exhibit "A" hereto) expressly to the contrary.*

Paragraph (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 Commissioner, whereupon the responsibility for such maintenance, repair, and replacement shall be that of the public agency having jurisdiction. Each Co-owner shall, however, be solely responsible for installing, maintaining, repairing, and replacing landscaping materials located within any open storm drainage easements areas lying within 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.*

(please note that the last sentence was added and was copied from Article IV, Section 5)

Going further:

Refer to the following: Article VII EASEMENTS. This restricts the co-owner from disturbing the grades and/or easement but allows for landscaping.

Section 5 Dedication and Reservation of Rights to Grant Easement for Storm Sewer System and Utilities. Subject to the regulations and standard 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 easements areas lying within 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. 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.

Continuing in Article VII EASEMENTS,

Refer to the following which permits the Association and utility companies the right to enter lands adjoining easement if needed:

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 in the 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.*

The Bylaws reinforces the maintenance responsibilities in Article IV ADMINISTRATION

Section 2. Power and Duties.

(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 or condemnation or eminent domain proceedings:

Section 4. Maintenance, Repair and Replacement.

(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.

Comment #5. In regards to broadening the Language regarding easement for municipal water and Sewer, it is currently addressed in the following areas of the Master Deed:

Refer to the following: Article VII Easements

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.

As indicated in the above the Master Deed does create an easement over the Common Ground which is the Right-of-way of Toratola Land and over the 12-foot wide utility easement adjacent to the Right-of-way. To expand this and grant a blanket easement allowing Marion Township the right to do create easements over the entire project is excessive. It is an extreme taking of land and may jeopardize the whole project. In reference to future easement requirements, the Association has the right to allow future easements.

Article VII Easements Section 8. Grant of Easement by Association permits the Association to grant easements in the future and reads as follows:

Section 8. Grant of Easement 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.

Comment #6. This language in Article VIII is contained in the Condominium Act MCL 559.167. Section MCL 559.167 does refer to MCL 559.133 as does Article VIII. The creation of the units in this condominium (which is a three-dimensional space, see Article V Section 1) does not entail the construction of any structures. All that is required in my opinion to develop the Unit is to complete the infrastructure and record the appropriate Condominium documents. This would complete the development of the "Unit". The Units being proposed are similar to lots in a subdivision.

Comment #7. Article VIII Section 3 reinforces other sections which require governmental review of changes.

Comment #8. Revised spelling of Mr. Maxam's name.

In addition to some typographical revisions, some minor additional revisions were made as follows.

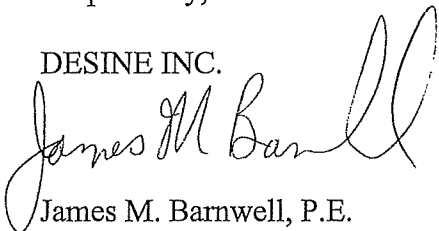
Delete in Article IV, Section 3 (e) the entire paragraph ii. The storm water drainage area easement is a general common element.

Delete in Article IV, Section 3 (f) in its entirety. No Conservation areas are proposed, the areas referenced are within the stormwater drainage easement (a general common element).

If you should have any questions, please contact me.

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.

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:

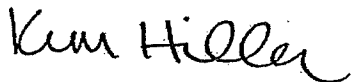
I have completed the review of the revised plans, dated November 15, 2018, for the above-referenced project and have determined the plans to be in substantial compliance with our specifications.

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)

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 <jczubenko@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 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,

A handwritten signature in cursive script, appearing to read "Aaron Aumock".

Aaron Aumock, REHS, PEM
Field Program Coordinator

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

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 and is legally described as follows:

PARCEL: 39.45± Acres Parcel No. 4710-26-300-018

Situated In the Township of Marlon, 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 to the PLACE OF BEGINNING; thence continuing S89°24'21"W 469.24 feet along said South line of Section 26, same being the nominal centerline of Triangle Lake Road (33-foot wide 112 Right-of-Way); thence N00°35'39"W 210.00 feet thence N19°11'40"W 238.46 feet; thence S89°24'21"W 423.05 feet; thence N00°28'38"W (record N00°29'38"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 Outlet "B" of said 'Sierra Grand Subdivision,' thence N89°24'21"E 1283.42 feet; thence S00°50'4B"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°50'4B"E 1337.55 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 39.45 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.

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 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 one or more individual Units.
- (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 from the point of connection with the individual Unit's shut off valve to the residential structure.

- (f) 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. Each Co-owner shall, however, be solely responsible for installing, maintaining, repairing, and replacing landscaping materials located within any open storm drainage easements areas lying within 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.
- (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 test wells used to determine onsite water supply adequacy have been drilled on Units 2 & 11 and will be used as potable water supply for these Units. If any test well is not to be used as the potable water supply system, it shall be properly abandoned according to The Michigan Groundwater Control Act, Part 127 of Public Act 368.
- vii. The water softener and/or water conditioning discharge waters shall not be connected or discharged into the onsite sewage treatment system.
- viii. The individual unit owners shall be responsible for the maintenance and repair of their individual potable water supply and onsite sewage treatment systems.
- ix. 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.
- x. There shall be no underground utility lines located within the areas designated as active and reserve sewage treatment system areas.
- xi. 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.

- xii. Unit 14 will require the bottom of the stone bed to be no deeper than 1 ft. below the highest original grade.
 - xiii. 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.
 - xiv. There shall be no activity within the regulated wetlands unless permits have been obtained from the Michigan Department of Environmental Quality
 - xv. 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 lines from and into, and enlarge all utility mains located on the entire 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. 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, to tap into, tie into and extend lines for the construction, installation, operation, maintenance, replacement and repair of public water, if any, and/or and 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 disturbed 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 3. Township Approval. Notwithstanding anything to the contrary in the Condominium Documents, the following provisions of the Master Deed Documents cannot be modified or amended without prior Marion Township approval:

- (a) Article V, Section 3.
- (b) Article VII
- (c) Article VIII, Section 3.
- (d) Any other provisions of the Master Deed or Bylaws that otherwise requires prior Township approval before amendment or modification or if the amendment materially affects and/or impairs the rights of Marion Township set forth or reserved in the Master Deed.

Section 4. Project Termination. If there is an 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, pursuant to MCL 559.133, if the 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. 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.* Pursuant to MCL 559.133, if the 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 Maxam
Its: Member

STATE OF MICHIGAN)
_____ COUNTY)

Acknowledged before me in Livingston County, Michigan on this _____ day of _____, 2018 by Garth Maxam, 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

DRAFT

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. An 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. *Preturnover 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. The use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

a. *Architectural Restrictions.* The following restrictions shall apply to the Units:

- i. Main residential structures contained on Units shall be not less than 1,400 square feet.
- ii. Main residential structures on Units shall not be modular or manufactured.
- iii. There shall be a minimum roof pitch of 6/12 on all structures contained within the Unit.
- iv. Any structures on the Unit must be in conformity with exterior building materials and colors.
- v. Fences must be permitted by Marion Township and shall only be in the back yard. There shall be no fences in the front yard of the Unit.

b. *Location of Driveways.* Driveways must be wholly contained on the Unit. In addition:

- i. Driveway approaches for Unit 3, 7, and 11 shall be located within twenty-five feet (25') of the southerly Unit boundary line.
- ii. Driveway approach for Unit 4 shall be located within twenty-five feet (25') from the northerly Unit boundary line.

c. *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.

d. *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.

e. *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.

f. *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.

g. *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.

h. *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.

i. *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.

j. *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 upon 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

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

March 4, 2019

Marion Township Board
2877 W. Coon Lake
Howell, MI 48843

Re: L.C. Auto Sales

Dear Board Members:

As you requested, I have reviewed various information provided to me by the zoning administrator regarding the above business that is currently operating as a Home Occupation Class I. Questions have been raised about this business, whether it meets the zoning ordinance, etc. Section 6.14 of the zoning ordinance governs these occupations.

While this business may have operated in the past, I do not believe that this type of business qualifies as a Home Occupation Class I for several reasons. Zoning ordinance section 6.14 E requires all activities to be carried on indoors, including the storage of goods. I don't see how that's the case here.

6.14 A provides the use shall not result in a change to the essential character of the neighborhood. It seems to me the structure that some cars sit under and the remainder of the cars for sale sitting in the yard is outside the character of a residential neighborhood.

6.14 G says the occupation is to be conducted within the dwelling unit and I think it's a bit of a stretch to say that's the case here.

6.14 I requires the occupation to comply with all applicable state laws. The form that is provided to the Township for licensing purposes states the use is a Class B Used Vehicle Dealer. According to the Michigan Secretary of State Dealer Manual regarding used vehicle dealers, that states the premises where a dealer is located must contain a permanently enclosed building that is not a residence. I don't think that is being complied with.

The manual also requires the building to be used and occupied for the purpose of selling, buying, etc. motor vehicles. That isn't in compliance because the building is a residence which creates a problem with the paragraph immediately above.

The manual also states there is supposed to be conspicuous signage, minimum area for auto display, minimum area for customer parking and there is also supposed to be a registered

Marion Township Board
March 4, 2019
Page 2

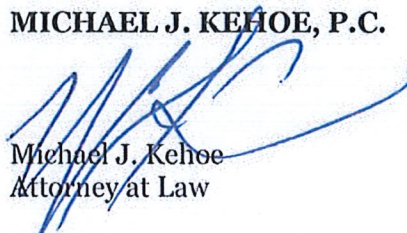
repair facility on site. These particular state requirements seem to conflict with the Township zoning ordinance in regard to Home Occupations Class I.

Based upon the information that I have seen, and as stated above, I don't think this business meets the zoning ordinance requirements for a Home Occupation Class I.

If you have any questions, or need any additional information, please contact me.

Yours truly,

MICHAEL J. KEHOE, P.C.



Michael J. Kehoe
Attorney at Law

KLK: Email only

MEMO

From: Bob Hanvey
To: Marion Township Board
Subject: Crystal Wood Estate SAD for road paving
Date: March 14, 2019

The multi-party revised consent judgment for the three Crystal Wood projects called for the creation of a Special Assessment District (SAD) for the paving of part of the roads in Crystal Wood Estates. The part of Crystal Crossing that is within Crystal Wood I and II will be done by the developer of Crystal Wood II.

In order to minimize the inconvenience and cost it is my suggestion that we coordinate the paving so both projects are done by the same contractor and at the same time.

The expected time for paving of Crystal Wood II is around the end of summer 2019. It usually takes about two months to get a SAD created, so we should get started around May or June. However, we know that construction projects don't always start when we expect.

Also, it's not popular with residents to put annual levies on tax bills until the work is completed. There is the problem of not having the correct project cost until the work is done. Some residents want to pay-off their total share and we have to decline since we don't know the cost. We have had these issues with Bonnie Circle and Rurik.

We usually have an informal meeting with residents to explain the SAD process and then schedule to two required public meetings about a month apart. For one of the Loves Creek SADs we had both required meetings on the same day due to time constraints.

Comments / Suggestions.

MEMO

To: Marion Township Board
From: Bob Hanvey
Subject: Recreational Marihuana Ordinance
Date: March 14, 2019

Attached for consideration are two documents prepared by the Township Attorney as requested by the Township Board:

An ordinance prohibiting recreational marihuana establishments, and
A resolution adopting the ordinance.

**TOWNSHIP OF MARION
COUNTY OF LIVINGSTON, STATE OF MICHIGAN**

ORDINANCE NO. _____

ADOPTED: _____, 2019

EFFECTIVE: _____, 2019

**PROHIBITION OF RECREATIONAL MARIHUANA ESTABLISHMENTS
ORDINANCE**

An ordinance to provide a title for the ordinance; to define words; to prohibit marihuana establishments within the boundaries of Marion Township pursuant to Initiated Law 1 of 2018, MCL 333.27951, *et seq.*, as may be amended; to provide penalties for violation of this ordinance; to provide for severability; to repeal all ordinances or parts of ordinances in conflict therewith; and to provide an effective date.

**THE TOWNSHIP OF MARION
LIVINGSTON COUNTY, MICHIGAN**

ORDAINS:

**SECTION I
TITLE**

This ordinance shall be known as and may be cited as the Marion Township Prohibition of Recreational Marihuana Establishments Ordinance.

**SECTION II
DEFINITIONS**

Words used herein shall have the definitions as provided for in Initiated Law 1 of 2018, MCL 333.27951, *et seq.*, as may be amended.

**SECTION III
NO MARIHUANA ESTABLISHMENTS**

Marion Township hereby prohibits all marihuana establishments within the boundaries of the Township pursuant to Initiated Law 1 of 2018, MCL 333.27951, *et seq.*, as may be amended.

**SECTION IV
VIOLATIONS AND PENALTIES**

1. Any person who disobeys neglects or refuses to comply with any provision of this ordinance or who causes, allows, or consents to any of the same shall be deemed to be responsible for the violation of this ordinance. A violation of this ordinance is deemed to be a nuisance per se.

2. A violation of this ordinance is a municipal civil infraction, for which the fines shall not be less than \$100 nor more than \$500, in the discretion of the Court. The foregoing sanctions shall be in addition to the rights of the Township to proceed at law or equity with other appropriate and proper remedies. Additionally, the violator shall pay costs which may include all expenses, direct and indirect, which the Township incurs in connection with the municipal civil infraction.

3. Each day during which any violation continues shall be deemed a separate offense.

4. In addition, the Township may seek injunctive relief against persons alleged to be in violation of this ordinance, and such other relief as may be provided by law.

5. This ordinance shall be administered and enforced by the Ordinance Enforcement Officer of the Township or by such other person(s) as designated by the Township Board from time to time.

SECTION V
SEVERABILITY

The provisions of this ordinance are hereby declared to be severable. If any clause, sentence, word, section or provision is hereafter declared void or unenforceable for any reason by a court of competent jurisdiction, it shall not affect the remainder of such ordinance which shall continue in full force and effect.

SECTION VI
REPEAL

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION VII
EFFECTIVE DATE

This ordinance shall take effect thirty (30) days after publication.

The Marion Township Prohibition of Recreational Marihuana Establishments Ordinance No. ____, can be purchased, examined, or inspected at the Marion Township Hall, 2877 W. Coon Lake Rd., Howell, MI 48843 on Monday, Tuesday, Wednesday, or Thursday between the hours of 9 a.m. and 5 p.m.

Tammy Beal, Township Clerk

Moved by: _____

Supported by: _____

Yeas: _____

Nays: _____

Abstentions: _____

Absent: _____

I hereby affirm that this ordinance was duly adopted by the Marion Township Board at its regular meeting held on the _____ day of March, 2019, to which I add my signature this _____ day of March, 2019.

Tammy Beal, Township Clerk

Date adopted by Township Board: _____

Date published in newspaper: _____

Name of newspaper published in: _____

Effective date: _____

Date filed with Livingston County Clerk: _____

Date recorded in Twp. book of ordinances: _____

NOTE TO CLERK:

- A. Publication of the ordinance shall be made within 30 days after passage of the ordinance.**
- B. Obtain Affidavit of Publication from newspaper and attach to the ordinance filed in the Township book of ordinances.**
- C. File attested copy of ordinance with the County Clerk within one week after publication.**
- D. Record the ordinance in a book of ordinances maintained by the Township Clerk, within one week of publication.**

**TOWNSHIP OF MARION
COUNTY OF LIVINGSTON, MICHIGAN**

At a regular meeting of the Marion Township Board, held on the ____ day of March, 2019, there were:

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and seconded by _____.

**RESOLUTION ADOPTING ORDINANCE NO. ____,
THE PROHIBITION OF MARIHUANA ESTABLISHMENTS ORDINANCE**

WHEREAS, the state of Michigan has enacted Initiated Law 1 of 2018, commonly known as the Michigan Regulation and Taxation of Marihuana Act, that authorizes the Township Board to adopt an ordinance prohibiting marihuana establishments; and

WHEREAS, Marion Township desires to promote the health, safety, and welfare of the general public by prohibiting marihuana establishments; and

WHEREAS, the Marion Township Board believes that to achieve those goals, the Township Board finds that it is in the best interest of the Township and the public to, at this time, adopt a Prohibition of Marihuana Establishments Ordinance;

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF THE TOWNSHIP OF MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, AS FOLLOWS:

1. Ordinance No. ____, the Marion Township Prohibition of Marihuana Establishments Ordinance (the "Ordinance," attached as Exhibit A), is hereby enacted.
2. The Township Clerk, in accordance with MCL 41.184, shall publish either a true copy or a summary of the Ordinance once in a newspaper of general circulation in the Township within 30 days after adoption.
3. In the event another federal, State, County or Township statute, ordinance, rule or regulation is more restrictive than the provisions of this Ordinance, then the more restrictive provisions shall control.

4. Any and all resolutions or parts of resolutions inconsistent with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

YEAS: _____

NAYS: _____

Adopted this _____ day of March, 2019.

I hereby affirm that this be a resolution duly adopted by the Marion Township Board at a regular meeting held March ____, 2019, to which I add my signature this _____ day of March, 2019.

Tammy Beal
Marion Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Marion Township Board, Livingston County, Michigan, at a regular meeting held on March ____, 2019, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan 1976, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for said meeting.

Tammy Beal
Marion Township Clerk

Gorski Hauling

Attention:Bob Hanvey-Marion Township 2877 W.Coon Lake Howell

My bid for the township road clean-up is as follows:

Car/truck tires at \$4.00 a piece

1 20 yard dumpster for road debris at \$400.00,I will prorate the remaining debris

Tractor/semi tires at \$30.00 a piece

\$55.00 an hour for roadtime clean-up

Total Estimate of \$2650.00

Thank you for your consideration, I can be reached at (517-388-2780)



Richard T. Gorski 3/6/19

MEMO

From: Bob Hanvey

To: Marion Township Board

Subject: Allocation Budget for year ending June 30, 2020

Date: March 14, 2019

The proposed allocation budget to be submitted to Livingston County for the year ending June 30, 2020 is attached to this memo for review and comment.

Also attached is the CVTRS budget previously submitted to Michigan Department of Treasury.

The income and expense totals match but there are differences in the account categories used by the County and State.

Budget Summary

Marion Township

July 1, 2019 - June 30, 2020

Revenues

Classification		Amounts		
Account Number	Account Description	Actual Prior Year 2017-2018	Current YTD 2018-2019	Anticipated Revenue 2019-2020
402-449	Taxes	353,983	3,721	382,200
450-500	Federal Grants			
528	Federal Revenue Sharing			
529-539	Other Federal Grants			
540-573	State Grants			
574-579	State Revenue Sharing	860,217	600,271	860,000
581-592	Grants from Local Units			
600-651	Charges for Services	148,713	25,598	123,591
655-663	Fines & Forfeits			
664-667	Interest & Dividends	6,128	614	700
668-671	Rents & Royalties	200,545	138,152	200,000
673	Sale of Fixed Assets			
674-678	Contributions	50	100	
676	Appropriations from other funds			
677-686	Reimbursements			
678-693	Refunds			
694-699	Other Revenue	2,782	810	
Balance on hand at beginning of year		2,605,916	2,140,861	1,975,995
TOTAL REVENUES		4,178,333	2,910,126	3,542,486

Signature and title of the person who compiled this proposed budget

Current State Equalized Valuation:

635,318,900

Signature

Title

We hereby certify that the above is correct to the best of our knowledge:

TO: THE TAX ALLOCATION BOARD

The following amount will be required from local taxation

0.78560 mills

Supervisor: _____

Clerk: _____

TAXES VOTED BY ELECTORS:

Treasurer: _____

- 1. For Blds. & Site ____.____ mills
- 2. For Debt Retirement ____.____ mills
- 3. For Operation ____.____ mills
- 4. For Roads ____.____ mills

Budget Summary

Marion Township

July 1, 2019- June 30, 2020

Expenditures

Classification Account Number	Account Description	Amounts		
		Actual Prior Year 2017-2018	Current YTD 2018-2019	Proposed Budget 2019-2020
101	Township Board	41,435	25,374	43,000
171	Supervisor's Office	46,209	35,161	47,500
191	Elections	10,794	26,599	5,000
209	Assessor	112,146	96,386	140,000
210	Attorney and Legal Fees	14,263	10,957	16,000
211	Professional Fees	27,408	20,066	35,000
215	Clerk's Office	84,273	63,079	88,500
247	Board of Review	2,551	812	2,800
253	Treasurer's Office	121,697	116,727	125,000
265	Building & Grounds	38,675	28,421	60,000
276	Cemetery	6,000	4,500	6,000
299	Unallocated	73,251	51,428	133,130
301	Police			
336	Fire			
371	Inspections & Buildings			
440	Public Works	225	23	300
445	Drains	3,816		15,000
446	Highways	959,220	75,849	270,000
450	Street Lighting			
526	Sanitary Landfill			
691	Library			
738	Recreation	102,450	52,731	120,870
801	Planning & Zoning	56,257	51,570	65,000
851	Payroll & Benefits expense	266,355	204,403	300,000
941	Contingencies			25,000
945	Debt Service			
954	Insurance & Bonds	70,448	70,046	72,000
Total Expenditures		2,037,473	934,132	1,570,100
Appropriations to other funds				
Other Uses				
Amounts needed for Contingencies				
Balance on hand at end of year		2,140,861	1,975,995	1,972,386
TOTAL EXPENDITURES AND OTHER USES		2,037,473	934,132	1,570,100

Projected Budget Report

Local Unit Name:
 Local Unit Code:
 Current Fiscal Year End Date:
 Fund Name:

Marion Township
 47-1120
 6/30/2019
 General Fund

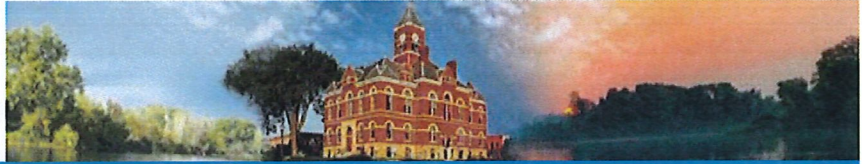
REVENUES	Current Year Budget	Percentage Change	Year 2 Budget	Assumptions	
Property Taxes	\$ 367,500	4	\$ 382,200	Residential growth plus cost of living	
Other Taxes	\$ -		\$ -		
State Revenue Sharing	\$ 860,000		\$ 860,000		
Income Tax	\$ -		\$ -		
Fines & Fees	\$ 274,750		\$ 274,750		
Licenses & Permits	\$ -		\$ -		
Interest Income	\$ 700		\$ 700		
Grant Revenues	\$ -		\$ -		
Other Revenues	\$ 48,841		\$ 48,841		
Interfund Transfers (In)	\$ -		\$ -		
Total Revenues	\$ 1,551,791		\$ 1,566,491		
EXPENDITURES					
General Government	\$ 1,113,080		\$ 1,113,080		Contract with Howell Recreation Authority Land acquisition fund
Police and Fire	\$ -		\$ -		
Other Public Safety	\$ -		\$ -		
Roads	\$ 270,000		\$ 270,000		
Other Public Works	\$ 23,150		\$ 23,150		
Health and Welfare	\$ -		\$ -		
Community & Economic Development	\$ -		\$ -		
Recreation & Culture	\$ 118,500	2	\$ 120,870		
Capital Outlay	\$ 18,000		\$ 18,000		
Debt Service	\$ -		\$ -		
Other Expenditures	\$ -		\$ -		
Interfund Transfers (Out)	\$ 25,000		\$ 25,000		
Total Expenditures	\$ 1,567,730		\$ 1,570,100		
Net Revenues (Expenditures)	\$ (15,939)		\$ (3,609)		
Beginning Fund Balance	\$ 2,131,106		\$ 2,115,167		
Ending Fund Balance	\$ 2,115,167		\$ 2,111,558		

Commentary: Road expenditures may increase depending on Road Commission policy on cost sharing.



Liv.Co UPDATE

Monthly News from the
Livingston County Commissioners



March 2019

Livingston County Board of Commissioners

District 1 - Kate Lawrence

District 2 - William Green

District 3 - Wes Nakagiri

District 4 - Douglas G.
Helzerman

District 5 - Donald S. Parker
(Board Chairman)

District 6 - Robert J. Bezotte

District 7 - Carol S. Griffith

District 8 - Dennis L. Dolan
(Board Vice-Chairman)

District 9 - Gary Childs

Monthly Meetings

3/4/2019 - General Government &
Health & Human Services
Meeting at 7:30 PM

3/6/2019 - Finance Committee at
7:30 AM

3/11/2019 - Full Board Meeting at
7:30 PM

3/13/2019 - Personnel
Committee at 8:00 AM

3/18/2019 - Infrastructure &
Development & Public Safety
at 7:30 PM

3/20/2019 - Finance Committee
at 7:30 AM

3/25/2019 - Full Board Meeting at
7:30 PM

"The mission of Livingston County is to be an effective and efficient steward in delivering quality services within the constraints of sound fiscal policy. Our priority is to provide mandated services which may be enhanced and supplemented to improve the quality of life for all who work, reside, and recreate in Livingston County."

Livingston County Joins Nationwide Opioid Litigation

In an effort to protect the public health, safety, and welfare of the citizens of Livingston County, the Board has authorized an agreement with Weitz & Luxenberg, P.C., the Sam Bernstein Law Firm, and the Behm & Behm Law Firm (collectively, "Claimant's Counsel") to investigate and pursue, if appropriate, the County's claims against the manufacturers and/or wholesale distributors of controlled substances in Livingston County. Opiate and opioid abuse, addiction, morbidity, and mortality has created a serious public health and safety crisis in Livingston County. The Board has expended, is expending, and will continue to expend County public funds in the future to respond to this serious public health and safety crisis. The Board received information that indicates that the manufacturers and wholesale distributors of controlled substances who dispensed opioids in Livingston County may have violated Federal and State laws and regulations that were enacted to prevent the diversion of legally produced controlled substances into the illicit market. Livingston County will join more than 60 Michigan governments in the litigation. There are currently more than 1,500 lawsuits filed nationwide against opioid manufacturers.



County Participation In Michigan Statewide Tornado Drill

Livingston County will participate in the Michigan Statewide Tornado Drill that will take place on Wednesday, March 27th at 1:00 p.m. 2019 will be the fourth year that the County has participated in the drill. This year the County will continue to emphasize communications and warning along with the sheltering portion of the drill. An initial warning will be sent to the public and all County buildings, then a 20 minute waiting period will pass before an "all clear" message is sent out. The drill is a tribute to the proactive efforts to support preparation and planning for severe weather or tornado emergency.

Resolutions Passed by the Board of Commissioners & Appointments

- A full time Animal Shelter Assistant position has been created after the full time Animal Shelter Coordinator position was dissolved. The Coordinator position had been formed to assist the previous directors with management of the shelter so they could remain focused on Animal Control issues. After Animal Control's departure from the Shelter, duties have been realigned.
- The Board signed a Specialized Services Contract with the Michigan Department of Transportation. This contract provides funding for LETS services that are distributed to service providers based on passenger trip mileage.
- The Jail Educator will be moved from part-time to full-time. With the increase in hours, the Jail Educator will offer a Nurturing Parenting class and a resume workshop.
- The Board has passed a resolution of intent to apply for state financial assistance for the LETS department and named Transportation Director, Greg Kellogg as the Transportation Coordinator for all public transportation matters within Livingston County.
- The Michigan Department of Health & Human Services awarded the Crime Victim Rights Division of the Prosecutor's Office a grant.
- A 3-month extension of the IT Mental Health Court Attorney Services has been approved.
- EMS Policy #116 has been adopted by the Board. The policy was modified with the purpose to enhance EMS' ability to recruit and retain EMTs and Paramedics.
- Matthew Ikle has been appointed to the Community Mental Health Authority Board with a term expiring December 31, 2020.
- The Board approved the appropriation of funds to complete projects that had been approved in 2018, but weren't completed.
- Jere Michaels has been appointed as the 2019 Livingston County Member-at-Large representing the general public on the Tax Allocation Board during the term of the 2019 Tax Allocation Board Meeting which begin on April 15, 2019.
- EMS will be purchasing two Type III Medix Ambulances directly through the manufacturer, utilizing contract pricing.
- The following individuals were appointed to the Livingston Leadership Council on Aging with terms expiring December 31, 2020:

Christine Hoskins	Dan Curry
Dianne McCormick	Kate Lawrence
Penny Jones	Anne King Hudson
Kim Bannon	Marie Verheyen
Cathy Wormsbacher	

Pending Resolutions

- The County Clerk will ask the Board to increase the compensation for members of the Board of County Canvassers. Current compensation for the Board of County Canvassers has not been increased since it was established on December 1, 1986.
- The Board will consider an agreement with the Michigan Indigent Defense Commission to have funding provided to comply with the Michigan Indigent Defense Act.

Livingston HSCB

HUMAN SERVICES COLLABORATIVE BODY

QUARTERLY NEWSLETTER

SPRING 2019

How to get involved in the HSCB!

Attend a Monthly HSCB Meeting.
Join a workgroup.
Where do you want to make a difference?

- Transportation
- Foster care, Adoption, Kinship Services
- Substance Abuse
- Homelessness
- Healthy Youth
- Suicide Prevention
- Hunger
- Individuals with Disabilities
- Older Adults
- Young Children
- Community Data

Contact

Anne Rennie:
arennie@cmhliv.org

INSIDE NEWSLETTER

What's New in Livingston?	1
Collaboration Works	1
New VOCA Funding	2
Transportation Update	2
Impacts of Government Shutdown	3
Stories of Hope	3
Upcoming Events	4

What's New in Livingston?

Ascension Providence Hospital Mobile Heart and Vascular Screening Center

The new mobile unit screening center will be able to come to our community. The state of the art technology and ability to do all diagnostic studies will allow board certified physicians to evaluate and review the results. Then the results will be sent to the patient to share with their primary care physician. The screening includes:

- Health Risk Assessment
- Blood Pressure
- Body Mass Index (BMI)
- 12 Lead Electrocardiogram (EKG)
- Echocardiogram if clinically indicated

Ascension Providence has received a grant that allows them to offer these free. They are also able to offer them to students aged 13-19.

For more information or to schedule your on-site screening at your location, please call 586-381-1603



Collaboration Works

Severe Weather Network

The Livingston County Severe Weather Network has mastered the concept of collaboration. The group brought together 16 churches over 134 days to support the homeless in our county over the winter months. The program provides a hot meal and a bed each night at one of our local churches. They also provide breakfast in the morning before the guests leave. There is no cost to the guest and the entire program is facilitated by volunteers.

They expanded the support season this year to cover from December 1st through March 15th. They have 50 eligible guests who have completed the registration paperwork and 29 who have actually spent the night with the group. From December 1st through February 11th, they provided 726 nights of shelter. If these nights had to be covered at Kensington Inn with

emergency shelter funds, it would have cost approximately \$32,000.

The group has completed the paperwork to become a 501c3 and hope to work to establish a more consistent shelter experience in the future. The one item they did need to apply for support funds, was transportation. And despite LETS commitment to helping the last few years, we do not have public transportation that can accommodate all days and times. United Way was able to support those needs with funds reallocated by the Homeless Continuum of Care.

If you have any questions about the Severe Weather Network, please feel free to contact DJ Reed at djreed@chilsonhills.org.



2019 Community Connect by the Numbers

- 600 Participants
- 276 volunteers
- 275 exhibitors
- 32% were first time attendees
- 18% were seniors 60+
- 29 people received a Hep A Vaccine
- 13 People received a Flu Shot
- 18 People received Legal Consultation
- 33 Child ID and Fingerprinting
- 96 Health screenings
- 242 Exams (vision/dental/ear)
- 120 haircuts
- Items distributed
- 275 food packs
- 1,100 lunches served
- Clothing for 479
- Coats for 365
- Socks for 270
- Personal Bags for 600
- Laundry soap for 360
- Diaper packs for 150
- Blankets for 215
- Pet Food for 109

New VOCA Funding for our County

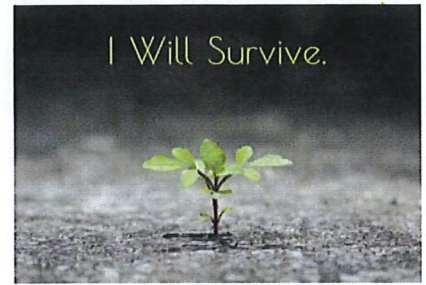
LACASA was recently awarded funding through a Victims of Crime Act grant to add seven new staff members who will provide clinical and community response services for sexual assault survivors.

Statistics in recent years support what we already know— all three of our focal areas (child abuse, domestic violence and sexual assault) are significant issues in Livingston County. Child abuse and neglect cases rose 56% between 2009 and 2015, and DV cases increased almost 22% from 2015 to 2016. And, despite lower than average rates of all violent crime in Livingston County compared to state and national statistics, Livingston County has a much higher proportion of rape. Of the 147 violent crimes reported here in 2016, 50 (or 34%) were reported as rape. This is three times higher than the state average (11%), and more than four times the national average (8%) of rapes as a percentage of violent crime. This is even more alarming when we think about the

Transportation Update

Livingston County is in the final stage of developing a new Transit Master Plan. LETS and planners from AECOM have emphasized public engagement throughout the process by attending community events, giving presentations to stakeholder groups, and conducting two online surveys and two public open houses to gather feedback.

The final public open house on February 19th was attended by more than 130 people and included informational displays, presentations, and a questionnaire for attendees to provide feedback. Details of the draft plan were presented to the public, including identification of service needs and gaps, recommendations for new services, improvements to LETS demand-responsive service, and new finance and governance options.



fact that only one third of rapes and sexual assaults are typically reported to police.

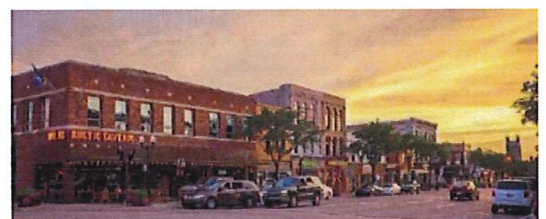
The good news is that the new VOCA funding places LACASA in a position to better serve survivors with counseling and advocacy. Included in the grant is funding for seven new positions: two adult sexual assault counselors; two child sexual assault counselors; two legal advocates; and one Sexual Assault Response Team (SART) manager.

The SART manager will lead a community response team made up of professionals who come into contact with victims and survivors of sexual violence including representatives from LACASA staff and Board of Directors, law enforcement, the prosecutor's office, court personnel and the Department of Health and Human Services. Survivors of sexual violence are also invited to join and bring an important voice to the team.

The draft plan and supporting documents can be viewed at: <https://www.livgov.com/lets/Pages/plan.aspx>

The final plan will be presented to the Board of Commissioners on March 11th. The plan's recommendations will be implemented according to the Board's priorities and public support for the various options identified.

Thank you to all who participated and shared your insight, ideas, and hopes for improving mobility in Livingston County. If you have any additional questions, please contact Greg Kellogg, Director of LETS Transportation, at gkellogg@livgov.com.



Potential Impacts of the Government Shutdowns

Despite weather conditions and agency closures over the last couple of months, the real conversations were about how do we as a county prepare for the impacts of Government Shutdowns?

The potential implications are far and wide. HUD, the state agency that covers subsidized housing was preparing all of us for a reserve of only 90 days. If we had reached that threshold, Approximately 340 people would lose supportive funding in Livingston County. That in turn would be 340 landlords who would not receive rent. That in turn would be 340 evictions for inability to pay. That in turn would be 340 new homeless people. Take that same path with food programs, senior programs or mental health services. The potential to put a large number of our community members into crisis would be overwhelming.

It is always understood as these national conversation occur, that employees and families will

Stories of Hope

In our work, we are often touched by the strength and resiliency of the people we provide services to. In this case, we have been awed by the dedication and commitment of one of our workgroup members.

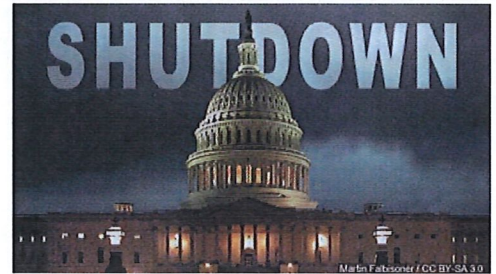
Lou Ann Lathrop is a Supplier Operation Program Manager at Fiat Chrysler Automobiles (FCA). She is also a local landlord who has owned 4 units in the past, but more recently owns 2 in the county. Lou Ann has joined The Livingston County Housing Stability Task Force as part of the Motor Citizens program at FCA. This program provides their employees with 18 hours of paid volunteer time a year. Lou Ann has given us much more than that. She has created a Value Stream Map of our Eviction Diversion Program that has allowed us to truly quantify the program's results in saved tax payers dollars. For example, we know from 2016-2018, we have reduced the number of monthly evictions filed by 23% and we know that this program has been able to resolved 21% more of the cases before it reached the court process, but she made it possible to know that those

lose income and in turn become in crisis and in need of supports. That truly is only the tip of the iceberg, as the number of existing supportive services that would no longer be available would exasperate that overall number.

The Executive Committee of the HSCB saw those impacts coming and had already been having conversations and making plans for those impacts. They had reached out to know the numbers, know the timelines and identify "back-up" plans should the shutdown continue into those critical timelines. They were literally looking at safety nets for our most vulnerable.

Please know if the nation is looking at another shutdown, that there are people who you can turn to look at the impacts and help you make plans as an agency.

Together we can ensure our community members are safe during these unstable times.



percentages equal about \$250,000 in savings annually to the court system costs.

She also has educated the group on many of the challenges our local landlords face. She is honest and hard working and often leaves the meeting with follow-up tasks. At the Third Annual Landlord Luncheon, Lou Ann was presented with a Certificate of Appreciation and the Landlord of the Year Award to recognize all of the work she does. Without her, our work would not be moving forward in the direction we need. True to form, now that Lou Ann has finished her Value Stream Map for Eviction Diversion, she is looking for how to help the Council on Aging. And even the HSCB as a whole. She is a team player that adds value to each group she joins.



Thank you Lou Ann for all you do for Livingston County!

Livingston County Human Services Collaborative Body

622 E. Grand River Ave
Howell, Michigan
48843

Phone: 517-586-2039

Fax: 517-552-2526

E-mail: arennie@cmhliv.org



Ensuring a system of support for members of our community.

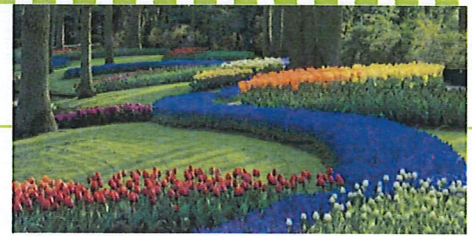
What is the Purpose of the Livingston County HSCB?

The Livingston HSCB started in 1989 and was officially recognized as the county Multi-Purpose Collaborative Body by the state and county Board of Commissioners in 1995. Now, referred to as a Community Collaborative by the state, the HSCB is comprised of 26 appointed members that work together to coordinate health and human services across systems. The HSCB also:

- Develops strategies and programs to meet current and future needs
- Fiscally manages state-funded collaborative initiatives
- Monitors the effectiveness and efficiency of collaborative projects

The HSCB does this work through established committees and workgroups which have specific goals and objectives to complete. The HSCB and most workgroups meet monthly and consist of representatives from public and non-profit organizations, business, and interested residents of the county. To learn about the work of the HSCB, contact Anne Rennie at arennie@cmhliv.org.

Upcoming Events in Livingston



Livingston County Catholic Charities Salute to the Starts and Celebrity Dance Competition!

Saturday, March 9th at 6:30pm at Crystal Gardens

For more information, contact Julie at 517-545-5944 or get tickets at www.livingstoncatholiccharities.org.

The Salvation Army Vacation Bible School

Monday, March 25th through Friday, March 29th from 6PM—8 PM with dinner at 5:30 PM at the Salvation Army Corps Community Center. The program is FREE but registration is required.

For more information, contact Ashley at 517-295-3438 or ashley_longstreet@usc.salvationarmy.org.

2019 Caregiver Fair

Saturday, April 6th at the Brighton High School Cafeteria

For more information, contact Kim Konarski at 810-626-2137 or kimkonarski@hartlandschools.us.

15th Annual Livingston Regional Job Fair

Thursday, April 11th from 3 - 7 PM at Crystal Gardens in Howell. For more information, contact MI Works! Southeast at 517-546-7450.

Pain Management and Substance Use Disorder Training

Friday, April 12th from 10 am—12 pm at the EMS Building on Tooley Road in Howell. For more information, contact Patty Meyer at pmeyer@keycenters.org.

April Is National Child Abuse Prevention and Sexual Assault Awareness Month

Pinwheels for Prevention—April 3rd at 12 pm at the Howell Carnegie Library

Denim Day—April 24th—wear jeans in support

Every 2 Minutes Film Event—April 26th at 7 pm at Historic Howell Theatre

Clothesline Project—A county-wide display of T-shirts

For more information about how to get involved or attend these events, contact Nicole at ncreech@lacasacenter.org.

2019 Community Mental Health Town Hall

May 7th from 5:30—7:30 at EMS Building on Tooley Road.

For more information contact Leslie Hall at lhall@cmhliv.org.



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March 4, 2019

Roger Myers, Esq.
Thomas Meager, Esq.
Michael Kehoe, Esq.

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mike@michaelkehoelaw.com

RE: AJR Group, Inc., et al. v Marion Township

Dear: Mr. Myers, Mr. Meager and Mr. Kehoe,

As you know, I have been appointed Mediator in the above listed civil action. The Mediation is scheduled for Tuesday, April 9, 2019 at 8:30 a.m., and will be held at my office in Brighton.

I would appreciate it if you would have your Mediation Summary in my office at least three (3) days prior to the Mediation or sooner, so that I may have the opportunity to properly review it. If the case is settled before Mediation, I would appreciate being notified promptly.

Please advise your clients that their portion of the Mediation fee of \$1,000.00 is required to be paid to me at the time of Mediation.

If you have any questions, please feel free to contact me.

Very truly yours,

HARRIS & LITERSKI


John K. Harris

JKH/cla