

MARION TOWNSHIP  
BOARD OF TRUSTEES  
REGULAR MEETING  
Thursday, July 8, 2021  
7:30 p.m.

**THIS MEETING WILL BE HELD IN PERSON WITH  
ONLINE PARTICIPATION OPTIONS**

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

- 1) Approval of Agenda
- 2) Consent Agenda
  - a. Approval of June 24, 2021 Regular Meeting Minutes
  - b. June 15, 2021 HAPRA Minutes
  - c. May 2021 Livingston County Sheriff Report
  - d. DPW Report
  - e. Zoning Report
- 3) Baldwin Show Cause Hearing
- 4) Tamarack Place Final Site Plan Review
- 5) Vintage Market Special Event, 2948 Cedar Lake Road
- 6) Gravel/Paved Parking Lots
- 7) Crystal Wood Trees
- 8) Livingston County Catholic Charities
- 9) Review, Attorney Meeting
- 10) General Fund Budget Amendment for FY 2021-2022

Correspondence and Updates  
LCRC Invoices

Call to the Public  
Adjournment

Reminder: Next Board Packet will be ready after 3pm on Thursday, July 15, 2021

Request for Zoning Administrator, Dave Hamann, to be present at  
the Board of Trustee meeting on \_\_\_\_\_.

July 8 - 2021

Date

Requested by \_\_\_\_\_

Sammy L. Beal

Signature

**DRAFT**

**MARION TOWNSHIP  
BOARD OF TRUSTEES  
REGULAR MEETING  
JUNE 24, 2021**

**MEMBERS PRESENT:** Scott Lloyd, Greg Durbin, Bob Hanvey, Tammy Beal, Les Andersen, and Sandy Donovan

**MEMBERS ABSENT:** Dan Lowe

**OTHERS PRESENT:** Dave Hamann

\*\*\*\*\*

**CALL TO ORDER**

Bob Hanvey called the meeting to order at 7:30 pm. The meeting is also available to attend online.

**PLEDGE OF ALLEGIANCE**

**BOARD MEMBERS PRESENT**

The board members introduced themselves.

**CALL TO THE PUBLIC**

No response.

**APPROVAL OF AGENDA**

Les Andersen motioned to approve the agenda. Tammy Beal seconded. **Motion carried.**

**CONSENT AGENDA**

Les Andersen motioned to approve the consent agenda. Scott Lloyd seconded. **Motion carried.**

**PUBLIC HEARING ON 2021-22 BUDGET AND MILLAGE RATE**

Bob Hanvey opened the public hearing at 7:32 pm. No response was heard on either the budget or millage rate. The public hearing was closed at 7:33 pm.

Sandy Donovan motioned to adopt a resolution to approve the millage rate of .7602, as presented. Les Andersen seconded. Roll call vote: Lloyd, Beal, Hanvey, Durbin, Andersen, Donovan—all yes. **Resolution passed 6-0.**

**BUDGET REVIEW**

Greg Durbin motioned to adopt a resolution to approve the FY 7/1/20-6/30/21 budget amendments as presented. Scott Lloyd seconded. Roll call vote: Donovan, Durbin, Hanvey, Lloyd, Beal, Andersen—all yes. **Resolution passed 6-0.**

Les Andersen motioned to adopt a resolution to approve the FY 7/1/21-6/30/22 General Fund proposed budget by activity, with income of \$1,674,800 and expenses of \$1,706,160, as presented. Tammy Beal

**T E A R O**

seconded. Roll call vote: Beal, Andersen, Donovan, Durbin, Hanvey, Lloyd—all yes. **Resolution passed 6-0.**

Tammy Beal motioned to adopt a resolution to approve the Marion Township General Appropriations Act for FY 7/1/21-6/30/22, as presented. Les Andersen seconded. Roll call vote: Hanvey, Durbin, Beal, Lloyd, Donovan, Andersen—all yes. **Resolution passed 6-0.**

Les Andersen motioned to adopt a resolution to approve the Sewer Fund amendments for FY 7/1/20-6/30/21 by activity, as presented. Sandy Donovan seconded. Roll call vote: Donovan, Beal, Andersen, Hanvey, Lloyd, Durbin—all yes. **Resolution passed 6-0.**

Scott Lloyd motioned to adopt a resolution to approve the Sewer Fund budget for FY 7/1/21-6/30/22 by activity, with income of \$765,500 and expenses of \$721,100, as presented. Tammy Beal seconded. Roll call vote: Durbin, Lloyd, Donovan, Andersen, Beal, Hanvey—all yes. **Resolution passed 6-0.**

Les Andersen motioned to adopt a resolution to approve the Water New User Fund amendments for FY 7/1/20-6/30/21 by activity, as presented. Sandy Donovan seconded. Roll call vote: Lloyd, Beal, Hanvey, Durbin, Andersen, Donovan—all yes. **Resolution passed 6-0.**

Greg Durbin motioned to adopt a resolution to approve the FY 7/1/21-6/30/22 Water New User Fund budget by activity, with income of \$11,000 and expenses of \$5,000, as presented. Les Andersen seconded. Roll call vote: Donovan, Durbin, Hanvey, Lloyd, Beal, Andersen—all yes. **Resolution passed 6-0.**

Sandy Donovan motioned to adopt a resolution to approve the FY 7/1/20-6/30/21 Assessment Revolving Project Fund budget amendments by activity, as presented. Scott Lloyd seconded. Roll call vote: Beal, Andersen, Donovan, Durbin, Hanvey, Lloyd—all yes. **Resolution passed 6-0.**

Sandy Donovan motioned to adopt a resolution to approve the FY 7/1/21-6/30/22 Assessment Revolving Project Fund budget by activity, with income of \$65,500 and expenses of \$100,000, as presented. Tammy Beal seconded. Roll call vote: Hanvey, Durbin, Beal, Lloyd, Donovan, Andersen—all yes. **Resolution passed 6-0.**

Les Andersen motioned to adopt a resolution to approve the FY 7/1/21-6/30/22 Parks Fund budget by activity, with income of \$12,000 and expenses of \$9,200, as presented. Sandy Donovan seconded. Roll call vote: Donovan, Beal, Andersen, Hanvey, Lloyd, Durbin—all yes. **Resolution passed 6-0.**

Greg Durbin motioned to adopt a resolution to approve the FY 7/1/21-6/30/22 Cemetery budget by activity, with income of \$15,000 and expenses of \$12,500, as presented. Scott Lloyd seconded. Roll call vote: Durbin, Lloyd, Donovan, Andersen, Beal, Hanvey—all yes. **Resolution passed 6-0.**

Scott Lloyd motioned to adopt a resolution to approve the FY 7/1/20-6/30/21 Escrow Fund budget amendments by activity, as presented. Les Andersen seconded. Roll call vote: Lloyd, Beal, Hanvey, Durbin, Andersen, Donovan—all yes. **Resolution passed 6-0.**

Scott Lloyd motioned to adopt a resolution to approve the FY 7/1/21-6/30/22 Escrow Fund budget by activity, with income of \$75,000 and expenses of \$55,000, as presented. Les Andersen seconded. Roll call vote: Donovan, Durbin, Hanvey, Lloyd, Beal, Andersen—all yes. **Resolution passed 6-0.**

### **SALARIES REVIEW**

Bob Hanvey motioned to adopt a resolution to increase the clerk's salary to \$48,915, as presented. Les Andersen seconded. Roll call vote: Andersen, Donovan, Durbin, Hanvey, Lloyd, Beal—all yes. **Resolution passed 6-0.**

Tammy Beal motioned to adopt a resolution to increase the treasurer's salary to \$48,915, as presented. Greg Durbin seconded. Roll call vote: Hanvey, Durbin, Beal, Lloyd, Donovan, Andersen—all yes. **Resolution passed 6-0.**

Les Andersen motioned to adopt a resolution to increase the supervisor's salary to \$48,915, as presented. Tammy Beal seconded. Roll call vote: Donovan, Beal, Andersen, Hanvey, Lloyd, Durbin—all yes. **Resolution passed 6-0.**

Tammy Beal motioned to adopt a resolution to increase the trustees' salary to \$8,033, as presented. Bob Hanvey seconded. Discussion: Scott Lloyd said the salaries should be frozen. Roll call vote: Durbin—yes; Lloyd—no; Donovan—yes; Andersen—yes; Beal—yes; Hanvey—yes. **Resolution passed 5-1 (Lloyd—no.)**

Les Andersen motioned to adopt a resolution to increase staff salaries by 3%, as presented. Scott Lloyd seconded. Roll call vote: Lloyd, Beal, Hanvey, Durbin, Andersen, Donovan—all yes. **Resolution passed 6-0.**

Les Andersen motioned to adopt a resolution to approve the pay schedule as modified for the sexton and committee members. Sandy Donovan seconded. Roll call vote: Donovan, Durbin, Hanvey, Lloyd, Beal, Andersen—all yes. **Resolution passed 6-0.**

#### **GRAVEL/PAVED PARKING LOTS**

Tammy Beal motioned to postpone this item. Scott Lloyd seconded. **Motion carried.**

#### **SANITARY SEWER INSPECTION POLICY**

The board members discussed how often training would be done, who would receive the training, the use of the term "observer" vs. "inspector." Les Andersen motioned to approve the sanitary sewer inspection policy as modified. Tammy Beal seconded. **Motion carried.**

#### **CRYSTAL WOOD TREES**

Sandy Donovan motioned to postpone this item. Les Andersen seconded. **Motion carried.**

#### **BUSINESS OPERATIONS IN MARION TOWNSHIP**

Les Andersen suggested that the township could put up "zoned community" signs to remind people that there are restrictions. The board also discussed providing information regarding operating a home business to new/prospective property owners, and include information in the newsletter.

Luke Stamper, 1039 County Farm, asked if businesses that have been operating for a number of years would be grandfathered. It was suggested that he discuss with the zoning administrator.

#### **WAGON RESOLUTION**

Sandy Donovan motioned to adopt a resolution to authorize sale of wagon to HAPRA for \$1, as presented. Greg Durbin seconded. Roll call vote: Beal, Andersen, Donovan, Durbin, Hanvey, Lloyd—all yes. **Resolution passed 6-0.**

#### **MTA'S PRINCIPLES OF GOVERNANCE**

The Michigan Township Association (MTA) is encouraging township boards to discuss and adopt the Principles of Governance. Tammy Beal will have the document available for board members to sign; it will be displayed at the township hall.

**CORRESPONDENCE & UPDATES**

Perkins' mud bog is scheduled for Saturday, June 26. All agencies have reviewed and approved the special event.

The monthly update from the Livingston County Commissioners is included in the packet.

Bob Hanvey asked if the board members would like to have the attorney representing the township on the wedding barn situation come speak directly to the board; the board members said yes.

Les Andersen said that sexton services are available through funeral homes. He also said that losco Township has approved an ordinance to allow four-wheelers and side-by-sides on public roads.

**CALL TO THE PUBLIC**

Andy Herald, 1881 Cedar Lake Road, said the township offices should offer evening and/or Saturday and Sunday hours for those who work outside of the community. Tammy Beal said it was offered for a while, and no one took advantage of it.

Mr. Herald also asked the status of the Davis Road landscape business; Bob Hanvey said it's a work in progress.

**ADJOURNMENT**

Les Andersen motioned to adjourn at 8:55 pm. Sandy Donovan seconded. **Motion carried.**

Submitted by: S. Longstreet

\_\_\_\_\_  
Tammy L. Beal, Township Clerk      Date

\_\_\_\_\_  
Robert W. Hanvey, Township Supervisor      Date



## Howell Area Parks & Recreation Authority

Bennett Recreation Center

### Regular Board Meeting Minutes

June 15, 2021

#### **Call to Order**

Chairman Sean Dunleavy called the meeting to order at 7:00 pm.

#### **Pledge of Allegiance**

#### **Attendance**

Chairman Sean Dunleavy, Vice Chair Diana Lowe, Secretary Tammy Beal, Treasurer Jean Graham, and Trustee Jeannette Ambrose

#### **Absent**

None

#### **Staff**

Director Tim Church, Kyle Tokan, Kevin Troshak

#### **Public**

None

#### **Agenda**

Jeannette Ambrose asked if we should move the ICMA Retirement Contribution reinstatement item until after the financial report item? Sean Dunleavy responded that he requested it be placed on the agenda to start thinking about it and no decisions have to be made tonight. Diana Lowe made a motion to approve the agenda, supported by Jeannette Ambrose. **Motion carried 5-0.**

#### **Approval of Regular Minutes**

Jeannette Ambrose made a motion to approve the Regular Board Minutes dated May 18, 2021 as presented, supported by Diana Lowe. **Motion carried 5-0.**

#### **Call to the Public**

None heard.

#### **Staff Comments**

Kevin Troshak reported that things are going well and that the camps are up and running.

#### **Generator Z Grant-Kevin Troshak**

Kevin reported that he secured a grant from the Ralph C. Wilson foundation for teen after school programs. The grants were available for Michigan and New York participants. 1000 teens wrote stories about their experiences with after school programs. The grants were reviewed and awarded by teens. Kevin was awarded

\$20,000 and plans on using it to create a space at the Bennett Center (Creative LabZ) so that the teens can be creative entrepreneurs. They plan on purchasing a T shirt printer, Cricut machine and Laser engraver.

#### **ICMA Retirement Contribution**

Director Church wondered if there was a benchmark in our reserve funds so that we could reinstate the retirement contribution for the employees. The cost is \$41K annually. Chairman Dunleavy responded that maybe we could do it gradually or try to get it for 2021 and if things keep going well then maybe make it retroactive. No decision has to be made tonight; this item will be brought back to the regular August 17<sup>th</sup> meeting. Jen Savage will attend that meeting with some figures for us.

#### **2022 Budget Planning Session**

Director Church would like to hold a budget planning meeting to clarify budget items for the board and walk them through the budget process. It will be a half day sometime in late August, Director will send out a doodle poll to see what day is best for everyone.

#### **Check Register ending May 31, 2021**

Looks good

#### **Bank Statements Ending May 31, 2021**

Looks good.

#### **Financial Reports Ending May 31, 2021**

Director Church explained that our expenses are down but we have not received the first utility bill for the new center yet. Sponsorships are coming in and Fall Soccer will be opening up soon.

#### **Director's Report**

- July meeting has been canceled.
- Bennett updates-Summer camp started, future preschool, day camp licensing came through. Kyle has got the alarm system working, trees trimmed and floors scrubbed.
- Melon Fest-Director has met with the City police and City staff about the application for the festival. There will be main events every night. They will close down State Street for the week and have events there like Concerts, Melon run and Mom to Mom sale.
- We have been hiring and training staff, it's been tough keeping fully staffed.
- Director handed out a sheet with June counts for park passes. They have sold \$9000 in extra passes. So far, they have sold 784 daily passes which is equal to \$7840.
- They have had 363 drop ins at the Ocoola Center since it opened.

#### **Dog Park Report**

Diana Lowe and Jeannette Ambrose have a meeting June 25<sup>th</sup> with the Friends of the Dog Park.

#### **Old Business**

- Jeannette Ambrose wondered about the shirts that we ordered, Director responded that they are still working on them.

#### **New Business**

- Jeannette Ambrose stated that she will not be able to attend the December HAPRA meeting.
- Chairman Dunleavy reported that the issues with the new building are being worked out. There were a couple of leaks and the drains were plugged because the silt screens were still on.

#### **Next Meeting**

The next meeting is rescheduled for Tuesday, August 17, 2021 at 7 pm at the Ocoola Community Center.

Motion to adjourn at 7:58 pm by Jeannette Ambrose supported by Diana Lowe. **Motion carried 5-0.**



---

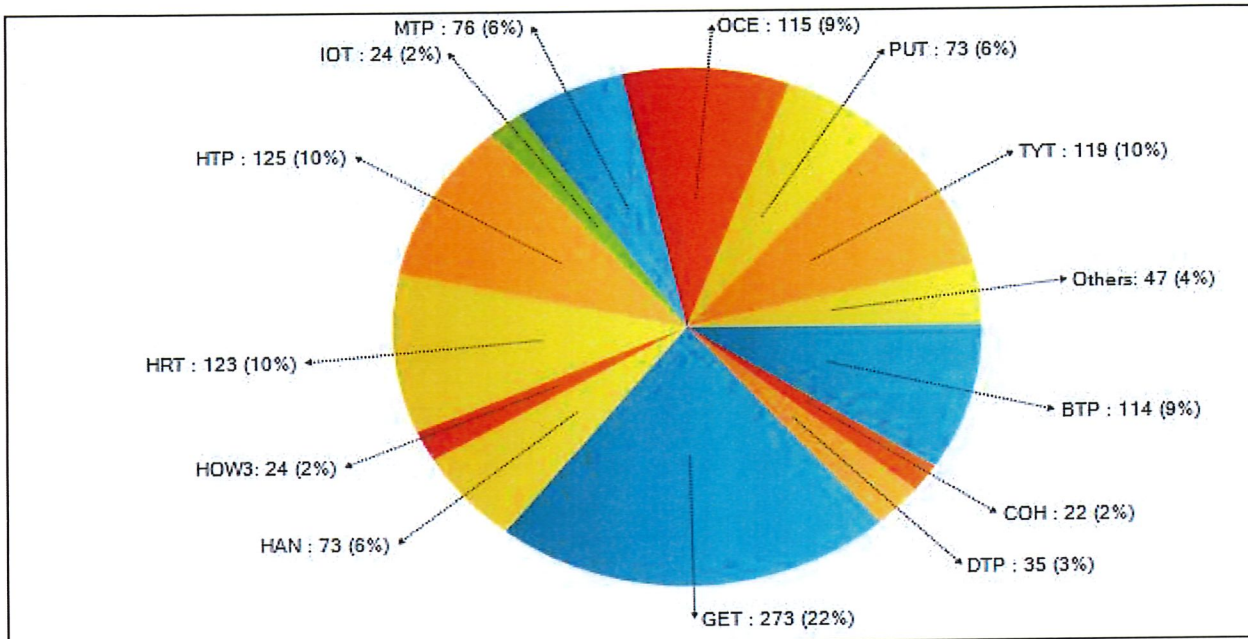
Approved

---

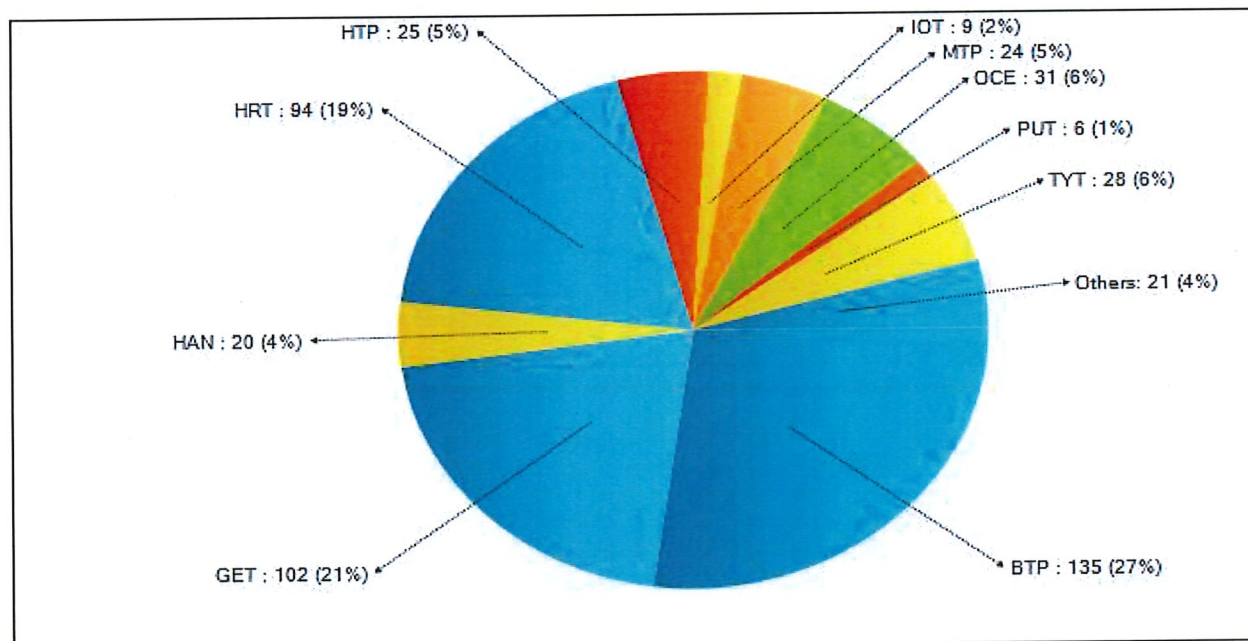
Date

Respectfully Submitted by: Tammy L. Beal, Secretary

**LIVINGSTON COUNTY SHERIFF'S OFFICE  
MAY 2021 CALLS FOR SERVICE**



**MICHIGAN STATE POLICE  
MAY 2021 CALLS FOR SERVICE**



# MARION TOWNSHIP

<u>MONTH</u>	<u>CALLS FOR SERVICE</u>	<u>TICKETS WRITTEN</u>	<u>ARRESTS</u>
JANUARY	71	10	1
FEBRUARY	72	9	6
MARCH	78	18	2
APRIL	57	7	1
MAY	75	16	1
JUNE			
JULY			
AUGUST			
SEPTEMBER			
OCTOBER			
NOVEMBER			
DECEMBER			
YTD TOTALS:	353	60	11

**LIVINGSTON COUNTY SHERIFF'S OFFICE  
MARION TOWNSHIP MAY 201**

Nature	# Events
911 HANG UP	1
ALARM	3
ANIMAL COMPLAINT	3
ASSAULT REPORT ONLY	1
ASSIST EMS	2
ASSIST OTHER AGENCY	3
BURGLARY IN PROGRESS	1
BURGLARY REPORT ONLY	1
CARDIAC/RESPIRATORY ARREST	1
CITIZEN ASSIST	6
DOMESTIC PHYSICAL IN PROGRESS	1
DOMESTIC VERBAL	1
DRUGS/VCSA	1
FRAUD	3
HAZARD	3
INDECENT EXPOSURE	1
JUVENILE COMPLAINT	1
LARC IN PROGRESS	1
LARCENY	1
MDOP	3
MENTAL/CMH/PSYCH	1
NOISE COMPLAINTS	2
PDA	16
SUICIDAL SUBJECT	3
SUSPICIOUS PERSON	1
SUSPICIOUS VEHICLE	1
TREE HAZARD	1
TRESSPASSING, LOITERING	3
UNKNOWN ACCIDENT	1
WELFARE CHECK	8
<b>TOTAL:</b>	<b>75</b>

<u>TOWNSHIP</u>	<u>NUMBER OF CALLS 3:00PM - 11:00PM</u>	<u>RESPONSE TIME CONTRACT TIME 3:00PM - 11:00PM</u>	<u>NUMBER OF CALLS 11:00PM - 3:00PM</u>	<u>RESPONSE TIME NON CONTRACT TIME 11:00PM - 3:00PM</u>	<u>TOTAL</u>
BRIGHTON	46	32:22	68	19:49	114
COHOCTAH	10	17:33	12	33:38	22
CONWAY	7	34:39	5	2:39:56	12
DEERFIELD	13	26:06	22	22:19	35
GENOA	122	18:07	151	20:38	273
HANDY	36	27:23	37	24:44	73
HARTLAND	55	21:59	68	25:47	123
HOWELL	56	18:30	69	33:56	125
IOSCO	11	21:51	13	26:01	24
MARION	24	24:58	52	22:43	76
OCEOLA	39	15:54	76	18:57	115
PUTNAM	41	16:19	32	26:38	73
TYRONE	74	14:19	45	30:13	119



2021 ZONING REPORT

	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Homes	8	15	15	12	5	7							62
Condo Units				3		2							5
Accessory Bldgs.			3	2	1	2							8
Decks		1	5	9	6	5							26
Pools	1	1	4	1	2	1							10
Additions	1	1	3	3	1	2							11
Land Balancing													0
Other			2	2		2							6
<b>TOTAL LAND USES</b>	10	18	32	32	15	21	0	0	0	0	0	0	128
Waivers	1	3	5	10	11	14							44
Finals	7	5	6	11	8	29							66
Site Plans						1							1
Pre-Planning Meetings					1								1
Sewer Inspections	2	4	12	7	11	12							48

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

***TRANSMITTAL***

**TO:** Board of Trustees

**DATE**

July 8, 2021

**PROJECT**

**Show Cause Hearing  
Complaint #03,04,05-21**  
Baldwin,  
2889 High Meadows

**VIA**

Hand Delivery

WE ARE SENDING:  Herewith  Under Separate Cover

**THE FOLLOWING:**

- Complaint Form's dated March 30, 2021 with photo's
- Notice of Violation dated May 11.2021
- Certified mailers
- Notification of Show Cause Hearing dated June 10,2021
- Incident Report Livingston County Sheriffs Office Dates January 10,2021
- Letter from Complainant dated May 13, 2021
- Owner profile of five Dogs

FOR YOUR:

approval/denial  
 other

as requested  
 review & comment

REMARKS:

**Please let me know if you have any questions.**

FROM: Dave Hamann, Zoning Administrator  
Copy: file



MARION TOWNSHIP  
Complaint Form

Complaint No. 03-21

Date 3/30/21

OFFENDER

Name: Anthony Baldwin

Address: 2889 High Meadows Dr.  
Howell, MI 48843

REASON FOR COMPLAINT: <sup>(litter ordinance)</sup> Yard litter & Nuisance / Noise <sup>(19-01)</sup> (no enjoyment of peace on our property)

Conducting a landscaping / Construction Business out of a home  
in a residential area.

How long has the condition existed? Years

(See attached docs in support.)

Is complainant willing to testify in court?  Yes ( ) No

Name of complainant: Lisa M. Kirk

Address: 2935 High Meadows Dr.

Telephone: 586-996-0075

\*\*\*\*\*  
\*\*\*\*\*

OFFICE USE ONLY

Received by: [Signature]

Investigation completed by: \_\_\_\_\_

Date of investigation: \_\_\_\_\_

Comments: 5/11/21 VIOLATION ISSUED

6/10/21 NO CHARGES TO SITE VIOLATIONS

2-17.32

GENERAL ORDINANCE  
LITTER 7-11-78  
NUISANCE 19-01

Accompanying documents for Complaint of Baldwin residence.

**Conducting a landscaping / construction business out of a home in a residential area.**

Bulldozers and backhoes are continually loaded and unloaded onto trailers at various times of the day. Beeping from backing up of machinery, loud yelling over the diesel engine trucks are daily occurrences. These vehicles leaving and returning later in the day with machinery on the trailer, makes it very clear that commerce is being conducted.

In addition, their webpage shows 2889 High Meadows address as the main business address, and the hours operation are 24/7.

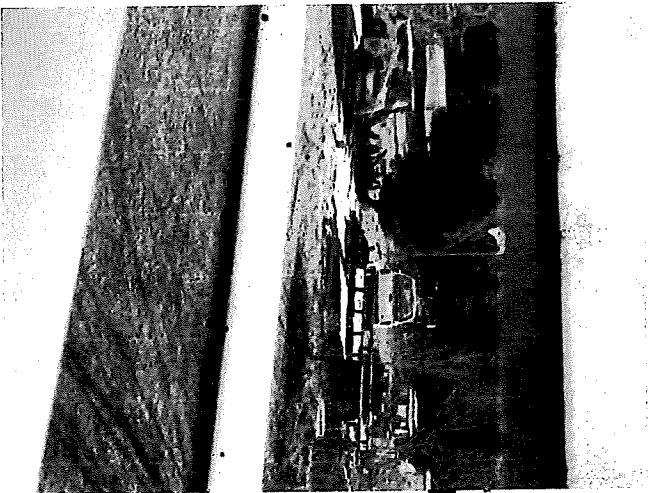
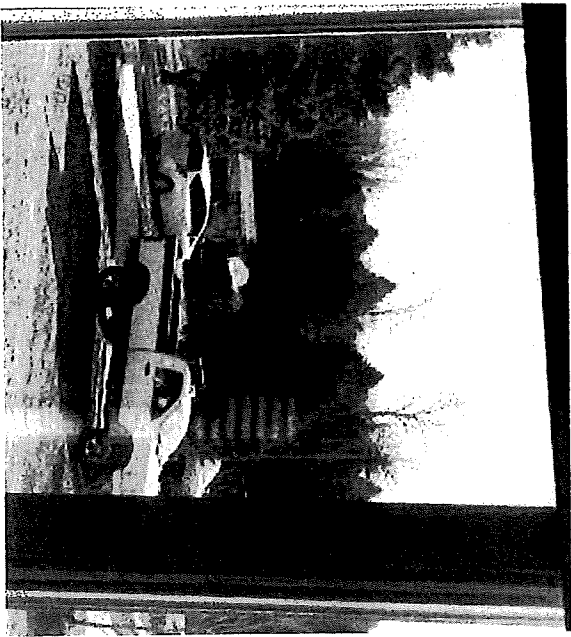
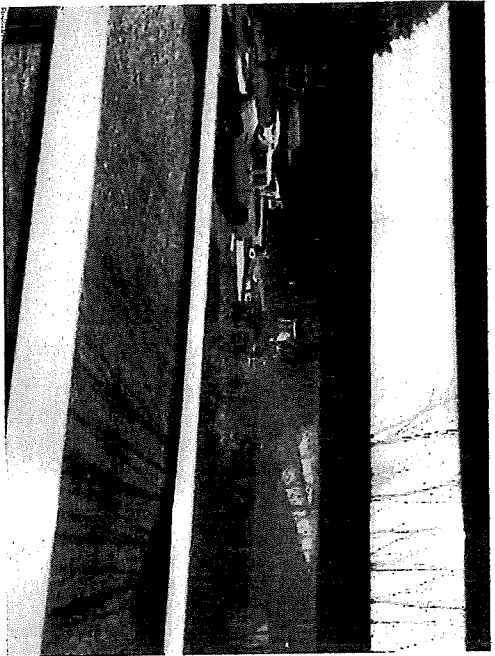
([https://baldwin-services-landscaper.business.site/?utm\\_source=gmb&utm\\_medium=referral](https://baldwin-services-landscaper.business.site/?utm_source=gmb&utm_medium=referral))

Equipment is often parked in front of the home. No gates or fences to block visual sight of heavy equipment.

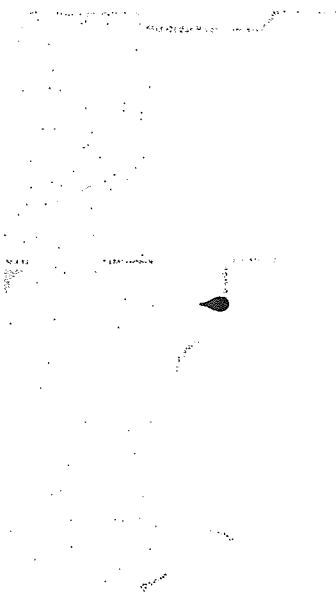
Regular repairs and maintenance of said equipment is conducted in the driveway, resulting in **excessively loud noises of banging and drilling throughout the day. This is in a residential neighborhood and is a nuisance and noise issue, whereby surrounding neighbors cannot have peace/enjoyment of their own property (Ord #19-01)**

Mr. Baldwin has shown no respect for neighbors in the area and most of the neighbors we have spoken with were in agreement, but were unaware to submit a complaint.

Submitted: Lisa Kirk, March 30, 2021



**Baldwin services**



**Contact**

CALL NOW

(507) 404-1781

**Address**

OPERATIONALS

2339 High Meadows Drive  
Isabel, MN 55852  
United States

**Business Hours**

Mon: Open 24 hours  
 Tue: Open 24 hours  
 Wed: Open 24 hours  
 Thu: Open 24 hours  
 Fri: Open 24 hours  
 Sat: Open 24 hours  
 Sun: Open 24 hours

©2024 1781 507-2

X

MARION TOWNSHIP  
Complaint Form

Complaint No. 04-21

Date 3/30/21

OFFENDER

Name: Anthony Baldwin  
Address: 2889 High Meadows Dr.

REASON FOR COMPLAINT:

Multiple Shipping and Box Truck Containers in yard without proper closures, rat walls or safety measures.

How long has the condition existed? years

Is complainant willing to testify in court?  Yes  No

No fencing - Possible marijuana growers -

Name of complainant: Lisa M. Kirk  
Address: 2935 High Meadows Dr.  
Telephone: 586-996-0075

\*\*\*\*\*  
\*\*\*\*\*

OFFICE USE ONLY

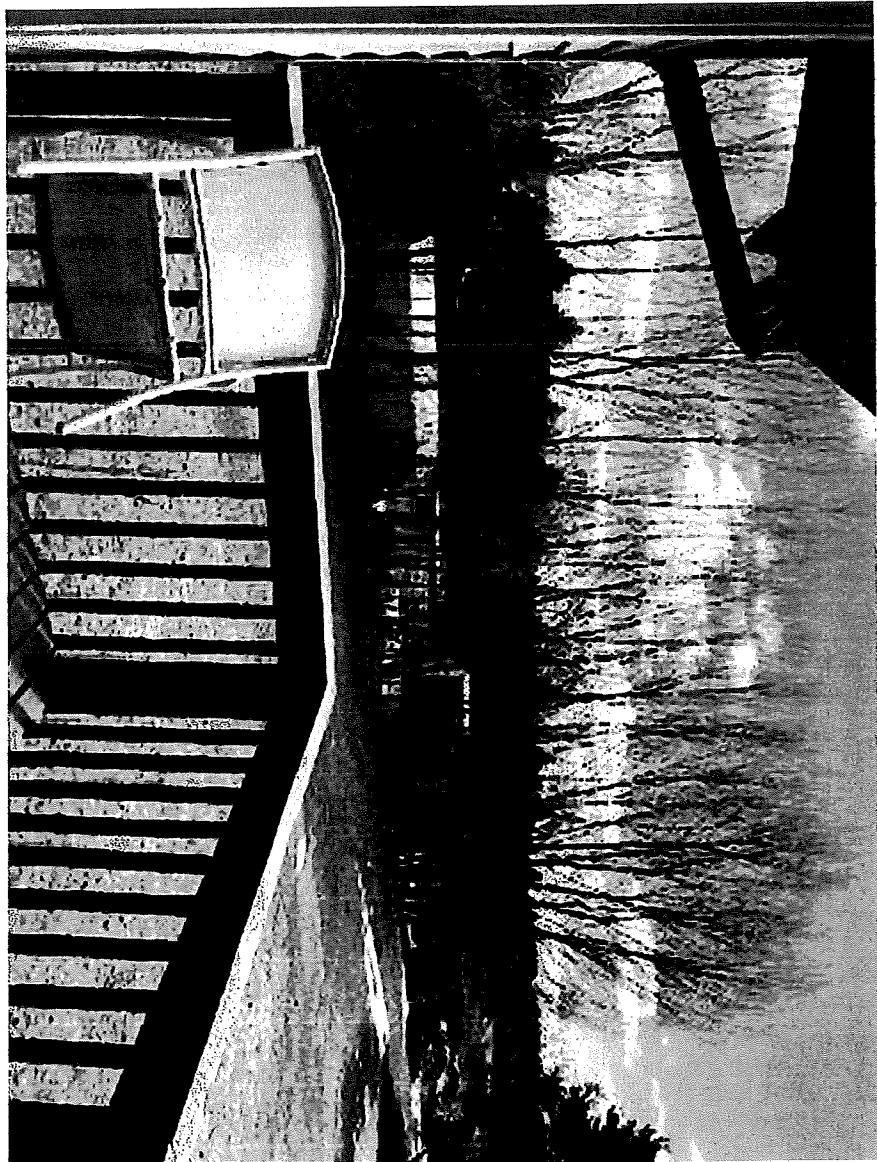
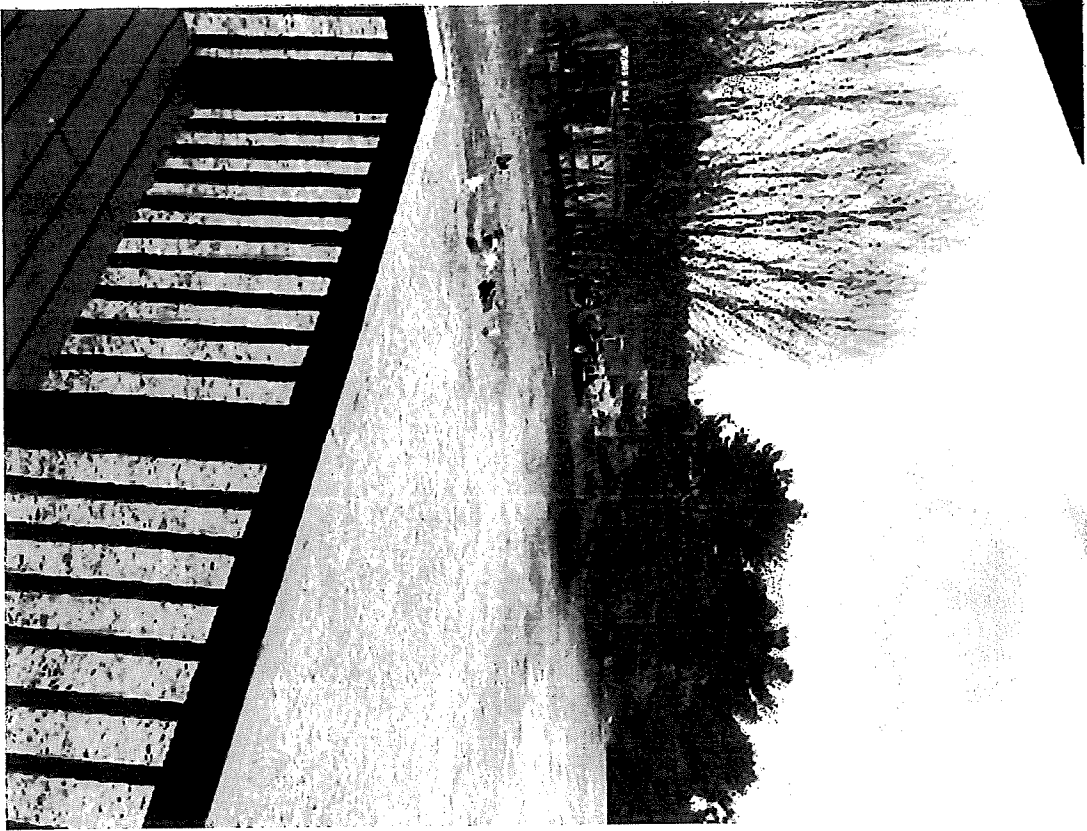
Received by: DK

Investigation completed by: \_\_\_\_\_

Date of investigation: \_\_\_\_\_

Comments: 5/11/21 violation issued

2-6.07



MARION TOWNSHIP  
Complaint Form

Complaint No. 05-21 Date 3/30/21

**OFFENDER**

Name: Anthony Baldwin  
Address: 2889 High Meadows Dr.

**REASON FOR COMPLAINT:** Litter Ordinance - section 2.  
and Machinery

Neighbor has multiple abandoned vehicles in yard, without fencing or gates to block view or keep

How long has the condition existed? years

Is complainant willing to testify in court?  Yes  No

Name of complainant: Lisa M. Kirk/Brian K.  
Address: 2935 High Meadows Dr.  
Telephone: 586-996-0075

\*\*\*\*\*  
\*\*\*\*\*

**OFFICE USE ONLY**

Received by: [Signature]  
Investigation completed by: \_\_\_\_\_  
Date of investigation: \_\_\_\_\_  
Comments: 5/11/21 VIOLATION ISSUED

2-16.23

**Supporting documentation for complaint on Baldwin residence- Litter Ordinance**

The Baldwin residence has housed several abandoned machinery & vehicles since our moving to the neighborhood in October 2020. It appears they have been abandoned for quite some time previously.

According to the previous owner, multiple complaints were made, but no action resulted. Previous owner will testify if needed, that they received retaliation from the Baldwin residence in response after a neighborly chat occurred about cleaning up the machinery and vehicles.

Since we just moved in, we had not yet had any exchanges to date with Mr. Baldwin about the yard waste, but had planned to once we settled in and the winter had ended.

At this time, we will not be conducting any exchanges, and cannot legally, as we were brutally attacked by his four Pitbulls in early January and are currently legally pursuing to have the dogs removed. Mrs. Kirk sustained severe wounds to both arms and both legs.

Because Brian Kirk is a Michigan State Trooper who parks his vehicle in the drive, there as not been any retaliation from Mr. Baldwin, although I believe had this not been the case, he would have.

Submitted: Lisa Kirk, March 30, 2021

## MARION TOWNSHIP

NOTICE OF VIOLATION  
2877 W. COON LAKE ROAD  
HOWELL, MI 48843  
(517) 546-1588

DATE: 05-11-2021

LOCATION OF VIOLATION: 2889 High Meadows Dr

NAME OF OWNER: Anthony Baldwin\_\_\_\_\_

TAX CODE NUMBER: 4710-34-100-029

PURSUANT TO SECTION 4.04 OF THE MARION TOWNSHIP ZONING ORDINANCE, YOU ARE HEREBY INFORMED THAT YOU ARE IN VIOLATION OF THE FOLLOWING PROVISIONS OF THE MARION TOWNSHIP ZONING ORDINANCE.

ARTICLE(S) AND/OR SECTION(S) IN VIOLATION:

- ◆ Section 3.02 Definitions - Junk
- ◆ Section 6.23 Maintenance of Junk Prohibited
- ◆ Section 6.07 Accessory Structure
- ◆ Section 17.32 Home Based Business
- ◆ Section 17.19B Hobby Kennel & Section 6.02D
- ◆ Nuisance G-19-01 & Litter G-7-11-78

**DATE OF REINSPECTION:** 05-27-2021\_\_\_\_\_

YOU ARE HEREBY ORDERED TO ABATE THE ABOVE VIOLATIONS ON OR BEFORE THE DATE OF THE REINSPECTION. IF THESE VIOLATIONS ARE NOT CORRECTED BY THE REINSPECTION DATE AND YOUR PROPERTY BROUGHT INTO COMPLIANCE THE VIOLATIONS WILL BE SENT TO THE TOWNSHIP BOARD FOR A "**SHOW CAUSE HEARING** ." PURSUANT TO SECTION 4.04, OF THE MARION TOWNSHIP ZONING ORDINANCE. COPIES OF THE ABOVE SECTIONS YOU ARE IN VIOLATION OF ARE ENCLOSED.

Dave Hamann  
ZONING ADMINISTRATOR

Copy: File  
/enclosure



**Section 3.02 Definitions**

**Junk:** Any motor vehicles, machinery, appliances, products, or merchandise with parts missing or scrap metals or other trash, rubbish, refuse or scrap materials that are damaged or deteriorated, except if in a completely enclosed building. Further, any inoperable or abandoned motor vehicle which is not licensed for use upon the highways of the State of Michigan for a period in excess of 30 days, and any motor vehicle, whether so licensed or not, which is inoperative for any reason for a period in excess of 30 days and which is not in a completely enclosed building. It does not include domestic refuse if stored so as to not create a nuisance and is 30 feet or more from any residential structure for a period not to exceed seven days. It also includes any other material so determined to be litter pursuant to Ordinance #3 of the Township, commonly known as the Litter Ordinance. (See also Section 6.23.)

**Section 6.23 Maintenance of Junk Prohibited**

It shall be unlawful to have, possess, or maintain junk, inoperable or abandoned motor vehicles outside of a building on any property. Violations of this Section will be processed according to the procedures of Section 4.04.

**Section 6.07 Accessory Uses and Structures**

Accessory buildings, structures and uses are permitted only in connection with and on the same lot with a principal building, structure or use, provided such buildings, structures and uses are incidental to the principal building or use and does not include any activity conducted as a living quarters, except for farms or other uses otherwise permitted in this Ordinance that may be permitted on a separate lot in conjunction with the permitted activity, and shall be subject to the following regulations:

1.

<b>Zoning districts</b>	<b>Lot Size Based on Gross Lot Area</b>	<b>Maximum Square Footage of all Accessory Structures</b>
All single family residential districts	All parcels equal to or less than 1 acre in size	1,300 square feet
All single family residential districts	All parcels that are greater than 1 acre	These sizes are based on a .030 x parcel size calculation

2. An accessory structure, including carports which are attached to the principal building, shall comply in all respects with the requirements of this ordinance applicable to the principal building. Any covered or roofed structure, as an attachment between the accessory structure or carport and the main building, shall be considered a part of the main building, but shall not be considered habitable floor area.
3. Accessory buildings shall not be erected or allowed in any front yard, except for parcels larger than five acres providing no accessory building or structure is located closer than one hundred feet to the front property line or closer to the front property line than a principal building on any adjacent parcel of land or lot, whichever is greater.
4. Accessory buildings may be allowed in side yards providing they meet the minimum setbacks for the district in which it is located.

5. The maximum height for accessory buildings located on any parcels of land containing one acre of land or less or on any platted subdivision lot or site condominium building site shall not exceed thirty-five feet.
6. Accessory structures shall meet the minimum setbacks for the district in which it is located.
7. No accessory structure shall receive a certificate of zoning compliance prior to the principal structure receiving a certificate of zoning compliance.
8. No accessory structure shall be constructed prior to the approval of land use permit and the issuance of a building permit.
9. Accessory structures under two-hundred (200) square feet do not require a land use permit or building permit. Accessory structures under 200 square feet and with a height no more than ten (10) feet above grade shall maintain a minimum five (5) foot side yard setback & five (5) foot rear yard setback. Accessory structures two-hundred (200) square feet and over and/or more than ten (10) feet above grade must meet the setback requirements of the zoning district in which they are located.
10. In no instance shall any accessory building be located within a dedicated easement right-of-way.
11. An accessory building shall not project within the front yard when it is located on a corner lot except as provided in item 3 above.
12. Accessory structures shall have a **minimum 4:12 roof pitch**, except engineered steel structures may have minimum 3:12.

### **Section 17.32 Home-based Business**

Home Occupation regulations are provided in Section 6.14. Home-based businesses are considered special uses and are therefore subject to the provisions of Article XVII, Special Use Permits, and other applicable provisions of the ordinance. A Special Use Permit, and any conditions attached thereto, may be approved by the Township Board if all the criteria listed are met.

A home-based business is an occupation, business, commercial activity, company or profession carried on by family members residing on the premises that is clearly incidental and secondary to the principal single-family residential use and has one or more of the following characteristics and is not a farm operation as defined herein:

1. The business has one or more employees who do not reside on the premises, but who work on the premises or travel to the premises to pick up business vehicles or equipment for use off the premises.
2. The business has outside storage of materials or equipment solely related to the business within a designated and screened area; and/or
3. Has vehicles related solely to the home or business.

**Locational Requirements:** Home-based businesses are permitted by Special Use Permit in the Rural Residential and Suburban Residential Districts.

use and enjoyment of nearby properties and/or undermine the intended character of the area. The Township Board may require screening of parking areas to minimize negative impacts on neighboring properties.

**Performance Standards:** Prior to recommending approval, the Planning Commission shall determine that the proposed home-based business is not incompatible with existing land uses in the area and would not be detrimental to the safety or convenience of vehicular or pedestrian traffic.

- A. For a home-based business, an informal site plan (does not need to comply with the requirements found in Article XVIII Site Plan Review) or plot plan must be submitted for review and recommendation by the Marion Township Planning Commission. The site plan shall be to scale and need only illustrate the following:
- 1) Owner's name, parcel identification (tax ID#) and address.
  - 2) An 11 x 17-inch color aerial photograph of the site area and surrounding areas showing overlaying property lines with contour lines and the proposed site layout with dimensions. (available at Livingston County GIS).
  - 3) Existing and proposed structures with dimensions indicating the location(s) and square footages to be occupied by the home-based business, subject property setbacks as well as distances from the proposed home-based business location on-site to adjacent property lines.
  - 4) Location of driveways, off-street parking areas & delivery and storage areas.
  - 5) Proposed landscaping/screening in association with any parking to minimize negative impacts on nearby properties,
  - 6) The location, character, and dimensions of any structural additions or modifications to an existing dwelling or accessory structure to accommodate the home-based business.
- B. In addition to the information required in this section and the site plan described above, the applicant shall submit a detailed description of the nature of the home-based business, which shall clearly specify the following minimum features:
- 1) A detailed description of the character of the home-based business including but not limited to the service or product offered and the typical daily schedule of activities of such business.
  - 2) The type and frequency of vehicular traffic to be generated by the home-based business. The maximum number of vehicles to be parked or otherwise located outdoors including vehicles owned or used by residents of the dwelling and employees of the home-based business.
  - 3) The number of full-time and part-time employees of the business and the frequency at which such employees will be present at the site.
- C. The Planning Commission may require additional information if it determines the character of the project, site or surrounding conditions necessitates further investigation, allowing it to make a sound decision on the application.
- D. Any approval of a home-based business, and any permit issued for such occupation, shall clearly delineate any conditions upon which such approval is granted including any

conditions pertaining to the number of employees, outdoor parking of vehicles, and related operational features.

## **Section 6.02 Keeping of Animals**

- A. **Wild animals:** No wild animal nor vicious animal shall be kept permanently or temporarily in any district in the Township except in a bona fide public zoo or bona fide licensed circus, or by a person licensed by the State of Michigan to temporarily harbor and treat injured animals or animals designated as belonging to an endangered species until release into a permanent habitat is possible.
- B. **Livestock:** The raising and keeping of livestock and/or small animals such as poultry, rabbits, and goats may be conducted on a lot of two (2) acres or larger in the RR, Rural Residential and SR, Suburban Residential districts. Further, all such raising and keeping or killing and dressing of poultry and animals processed upon the premises, shall be for the use or consumption by the occupants of the premises.
1. Animals shall be owned and managed by the occupants of the premises.
  2. The occupants of the premises shall keep the odor, sounds and movement of the animals from becoming a nuisance to adjacent properties.
  3. No storage of manure, odor or dust producing materials or use shall be permitted within one hundred (100) feet of any adjoining lot line.
  4. Animal density shall not exceed 1.4 animal units per acre, except for private stables as provided in Section 8.01.D.2 and Section 8.02.D.1.
- C. **Household pets:** The keeping of household pets, such as dogs, cats, and other animals generally regarded as household pets is permitted as an accessory use in any residential zoning district provided that the number of pets, except as provided below for dogs, does not exceed eleven (11). If more than three (3) dogs are kept as household pets, none of the dogs kept shall be counted as a household pet nor be considered a permitted accessory use but instead the owner must obtain a hobby kennel permit as provided herein.
- D. **Hobby kennels:** The keeping of more than three (3) dogs, but less than eleven (11) shall only be allowed subject to the hobby kennel provisions of this ordinance and issuance of an appropriate permit by the Township. Hobby kennels are permitted subject to the special conditions in the Rural Residential (Section 8.01) and Suburban Residential District (Section 8.02). Hobby kennels are permitted only by special use permit in the Urban Residential District (Section 8.03) and are subject to the requirements of Section 17.19.B.
- E. **Commercial kennels:** The keeping of eleven (11) or more dogs shall be subject to the commercial kennel provisions of this ordinance. Commercial kennels are only permitted by special use permit in the Rural Residential (Section 8.01.E) and Suburban Residential (Section 8.02.E) Districts and are subject to the requirements of Section 17.19A.

## **Section 17.19B Hobby Kennels**

- A. **Locational Requirements:** Hobby kennels are permitted by special use permit in the Urban Residential District.

- B. **Site Requirements:** A hobby kennel shall be on a lot with a minimum size of one (1) acre for the first three (3) dogs and one-third (1/3) acre shall be required for each additional dog with a limit of ten (10) dogs.
- C. **Buffering Requirements:** Accessory buildings where animals are kept, runs, and exercise areas shall not be located nearer than fifty (50) feet to any adjacent residential lot line.
- D. **Performance Standards:**
1. Hobby kennels shall only house dogs owned by the occupant of the dwelling unit.
  2. All kennels shall be operated in conformance with all applicable county, state and federal regulations.
  3. Habitual barking or unusual noise from the kennel, which results in a nuisance to neighboring landowners or residents, is prohibited. The intensity level of sounds shall not exceed seventy-five (75) decibels at the lot line of industrial uses, sixty-five (65) decibels at the lot line of commercial uses, and fifty-five (55) decibels at the common lot line when adjacent to residential uses and residential districts. The sound levels shall be measured with a type of audio output meter approved by the United States Bureau of Standards.
  4. All dogs must be licensed and maintained in a healthful manner.
  5. Dogs shall be kept confined and not allowed to run at large on the property, except as part of supervised training.
  6. Runs and/or exercise areas, and buildings where the animals are maintained, shall be located in the rear yard only. Kennel runs shall be screened by a solid fence, evergreen screen or wall, which is at least six (6) feet in height. The wall of the principle building or an accessory structure may be substituted for the required screening wall if such wall screens the view of the kennel run from adjacent property.
  7. The premises shall be kept in a clean and sanitary manner to prevent the accumulation of flies, the spread of disease or offensive odor.
  8. Dog odors shall not be detectable beyond the lot lines of the property in which the kennel is located.
  9. Dust and drainage from the kennel enclosure shall not create a nuisance or hazard to adjoining property or uses.
  10. Exercise yards, when provided for training or exercising, shall not be used between the hours of 10:00 p.m. and 7:00 a.m. During the hours between 7:00 a.m. and 10:00 p.m., dogs shall be permitted in outdoor runs or pens. Dogs shall be kept confined and not allowed to run at large on the property, except as part of supervised training.

STATE OF MICHIGAN  
COUNTY OF LIVINGSTON  
TOWNSHIP OF MARION  
LIVINGSTON COUNTY, MICHIGAN  
MARION TOWNSHIP NUSIANCE ORDINANCE NO.19-01

Section 1: Title

This ordinance shall be known and cited as the Marion Township Nuisance Ordinance.

Section 2: Purpose

The purpose of this ordinance is to secure public health, safety and general welfare and to deter loud noises and disturbances of the peace, quiet and comfort of the residents and property owners of the township by any person, their possessions, or owned animal.

Section 3: Definition

The word "nuisance" as used in this ordinance means any act or acts or omission to act on the part of any person which creates or permits the existence of a situation which annoys, injures or endangers the peace, welfare, order, health or safety of the public in their persons or property. As defined herein, a nuisance includes, but is not limited to, conditions which render persons insecure in the use and enjoyment of their property, such as effects and emanations from noise, glare, lights, vibration, dust, smoke, odor, gas, steam, fly-ash, soot, acids, chemicals, fumes, cinders, worms, insects, rodents, flies, decaying matter, whether such effects and emanations are natural or result from human or mechanical alteration or manipulation of materials. A nuisance also include residues or leaching from deposits of matter which seep into water on the surface or in the ground thereby making it unfit or unpalatable for human consumption, or for use by domestic animals. A nuisance includes a condition which is indecent, obnoxious, or offensive to the senses.

Section 4: Abatement

It is the duty of the person who creates, causes, allows, suffers or permits the existence of a nuisance, to abate the same. The term "abate" or

"abatement" shall include demolition removal, repair, maintenance, construction, reconstruction, replacement and reconditioning of structures, appliances, appurtenances or equipment; and it shall also include removal, transportation, buying, disposal and treatment of refuse, manure or other substance or media capable of causing obnoxious odors or of attracting or breeding flies, and the application of chemicals insecticides or other substances or the use of mechanical means to control, eradicate and eliminate the nuisance conditions, including screening by vegetation and/or fences.

#### Section 5: Procedure

When a nuisance occurs the following procedure shall be followed:

A) Offended party peaceably contact the offender to discuss/inform of the issue. If the offended party is unwilling/unable to contact the offender or there is no resolution then,

B) Notify the township by filing a written complaint (containing information of: who, what, when, where). Township staff will attempt to resolve the issue then,

C) In case there is no reasonable resolution, after a possible site visit by township staff, a further resolution may be attempted by:

1) Board of Trustee show cause hearing

2) Contacting township attorney

3) Other agencies relating to the situation and issues involved.

#### Section 6: Violation and Enforcement

Violation of this ordinance shall constitute a municipal civil infraction, subject to the penalties stated herein. The Supervisor is hereby authorized to enforce this ordinance, and he/she may delegate the enforcement to any administrative official, employee or contractor of the Township. The Township may seek abatement of a nuisance and such other relief as may be obtained by civil proceedings in court.

#### Section 7: Penalties

A penalty of \$50.00 shall be imposed on the property owner for each offense.

The Marion Township Nuisance Ordinance No. 19-01 can be purchased, examined, or inspected at the Marion Township Hall, 2877 W. Coon Lake

Road, Howell, MI 48843 Monday through Thursday between the hours of 9am and 5pm.

Motioned by Les Andersen, supported by Greg Durbin. Motion carried 7-0.

Tammy L. Beal, MMC

Marion Township Clerk

Date adopted by the township board: December 12, 2019

Date published by the newspaper: December 21, 2019

Name of the newspaper: Fowlerville News & Views

Effective date: January 12, 2020

Date filed with Livingston County Clerk: December 23, 2019

Date recorded in township's ordinance book: December 23, 2019

Page 1 of 3 litter-ord

**TOWNSHIP OF MARION  
LIVINGSTON COUNTY, MICHIGAN  
LITTER ORDINANCE  
ORDINANCE NO.**

**(adopted July 11, 1978)**

An ordinance to control and prohibit the littering of public and private property and waters; and to prescribe penalties for violation of said ordinance.

**Section 1: Littering—Public and Private Property**

It is unlawful for any person knowingly, without consent of the township, to dump, deposit, place, throw, or leave, or cause or permit the dumping, depositing, placing, throwing or leaving of, litter in or upon any public or private premises or any waters in the township other than property designated and set aside for such purposes, or except in public receptacles and private receptacles for collection.

**Section 2: Definitions**

**Litter:** all rubbish, waste material, garbage, including but not limited to the following: waste composed of animal, fish, fowl, fruit or vegetable matter; dead animals; putrescible and non-putrescible solid waste (except body waste); ashes; glass, can, and bottles; discarded or abandoned machinery; discarded motor vehicles or parts thereof, industrial waste.

**Person:** any individual or legal entity.

**Motor Vehicle:** every motor vehicle registered under Act No. 300 of Public Act of 1949 of the State of Michigan as amended.

**Public Premises:** any and all streets, rights-of-way of any road or highway, sidewalk, boulevard, alley or other public way and any and all public park, square, open space, conservation or recreation areas, playground or building.

**Vessel:** every description of watercraft other than a seaplane on the water, used or capable of being used as a means of transportation on water.

**Waters:** any body of water or water course on the shore or beach thereof, including the ice above the water.

**Section 3: Litter Thrown by Persons in Vehicles**



It is unlawful for any person while a driver or passenger in a vehicle or vessel to throw or deposit litter upon any street, roadway, waters, or other public place or private premises within the township. Page 2 of 3 litter-ord

**Section 4: Placement of Litter in Receptacles to Prevent Scattering**

Persons placing litter in public or private receptacles designed for such purpose shall do so in a manner to prevent it from being carried or deposited by the elements upon any street, sidewalk or other public or private lands or place.

**Section 5: Truckloads Causing Litter**

No person shall drive or move any motor vehicle or trailer within the township unless such vehicle or trailer is constructed or loaded to prevent any load, contents or litter from being blown or deposited on any street, alley or public or private lands or place.

**Section 6: Owner to Maintain Premises Free of Litter; Notice to Remove**

1. It is unlawful for the owner or person in control of any private property to fail to maintain his premises free of litter after due notification by the township supervisor, or his/her designee, that said premises is a danger to the public health, safety and welfare.

2. The township supervisor, or his/her designee, is hereby authorized and empowered to personally, or by registered mail return receipt requested, notify the owner of any property within the township that said property is dangerous to public health, safety and welfare.

3. Upon failure, neglect or refusal of any owner or agent so notified to properly dispose of litter dangerous to the public health, safety and welfare within thirty (30) days of receipt of notices as provided in subsection 2 above, the township supervisor, or his/her designee, shall make a full and complete report thereof to the township board, and the township board may then cause the township attorney to prepare, file and process a complaint and request a warrant for the arrest of the offending individual(s).

**Section 7: Presumptions re. Vehicles or Vessels**

1. In a proceeding for a violation of this act involving litter from a motor vehicle or vessel, proof that the particular vehicle or vessel described in the citation, complaint or warrant was used in the violation, together with proof that the defendant named in the citation, complaint or warrant was the registered owner of the vehicle or vessel at the time of the violation, constitutes in evidence a presumption that the registered owner of the vehicle or vessel was the driver of the vehicle or vessel at the time of the violation.

2. The driver of a vehicle or vessel is presumed to be responsible for litter which is thrown, dropped, dumped, deposited or placed or left from the vehicle or vessel on public or private property or waters.

3. In a proceeding for a violation of this act involving litter from a leased motor vehicle or leased vessel, proof that the particular vehicle or vessel described in the citation, complaint or warrant was used in the violation, together with proof that the defendant names in the citation, complaint or warrant was the lessee of the vehicle or vessel at the time of the violation, constitutes in evidence a presumption that the lessee of the vehicle or vessel was the driver of the vehicle or vessel at the time of the violation.

**Section 8: Violation; Punishment**

Any person violating any provision of this ordinance shall be fined an amount not in excess of five hundred dollars (\$500) or by imprisonment in the county jail not to exceed ninety (90) days, or by both such fine and imprisonment and costs of prosecution. The court, in lieu of any such sentence imposed, may direct a substitution of litter gathering labor and proper disposal of said litter gathered including, but not limited to, the litter connected with the particular violation under the supervision of the court. (Amended March 12, 1992)

**Section 9: Conflicting Provisions Repealed**

Ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed.

**Section 10: Severability**

This ordinance and various parts, sections and clauses thereof, are hereby declared severable. If any parts, sections, paragraphs or clauses are adjudged invalid, it is hereby provided that the remainder of the ordinance shall not be affected thereby.

Published July 19, 1978

---

Tammy L. Beal, Township Clerk Date

Moved by:

Supported by:

Yeas:

Nays:

Abstentions:

Absent:

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7019 1120 0000 8332 1112

Certified Mail Fee  
 \$ 3.50

Extra Services & Fees (check box, add fees appropriate)

Return Receipt (hardcopy) \$ 3.50

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

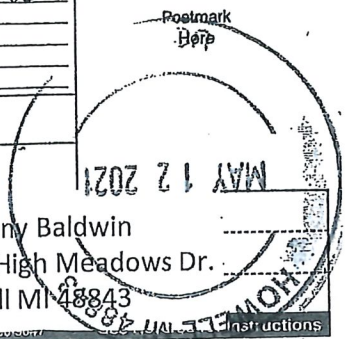
Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
 \$ 71

Total Postage and Fees  
 \$ 7.01

Sent To  
 Anthony Baldwin  
 2889 High Meadows Dr.  
 Howell MI 48843



PS Form 3800, April 2015 PSN 7530-02-000-9065



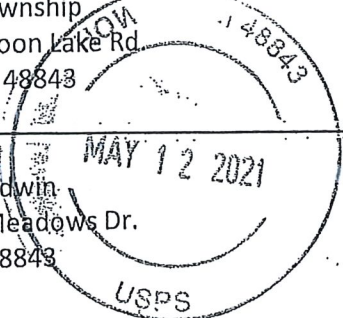
**Certificate of Mailing**

To pay fee, affix stamps or

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: \_\_\_\_\_ Dave Hamann, Zoning Admin.  
 \_\_\_\_\_ Marion Township  
 \_\_\_\_\_ 2877 W. Coon Lake Rd  
 \_\_\_\_\_ Howell MI 48843

To: \_\_\_\_\_ Anthony Baldwin  
 \_\_\_\_\_ 2889 High Meadows Dr.  
 \_\_\_\_\_ Howell MI 48843



NEOPOST  
 05/12/2021  
**US POSTAGE \$001.45**  
 ZIP 48843  
 041MI1280136

PS Form 3817, April 2007 PSN 7530-02-000-9065

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete Items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature                  X <u>R-8 C-19</u> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  <u>R-8 C-19</u></p> <p>C. Date of Delivery  <u>5-14</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                  If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p>Anthony Baldwin                  2889 High Meadows Dr.                  Howell MI 48843</p> <p>9590 9402 5599 9274 1038 53</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>7019 1120 0000 8332 1112</p>	<p>Domestic Return Receipt</p>

PS Form 3811, July 2015 PSN 7530-02-000-9053

Date: June 10, 2021

**NOTICE TO APPEAR**

TO: Anthony Baldwin  
2889 High Meadows Dr.  
Howell, MI 48843

Notification was sent to you on 5-11-2021 concerning a violation of the Marion Township Zoning Ordinance.

This activity was viewed at the premises located at:

2889 High Meadows Dr.  
Howell, MI 48843

Per the Zoning Ordinance, a second inspection was made fifteen days after the first notice to determine if you had complied.

**SINCE YOU HAVE NOT COMPLIED, IT WILL BE NECESSARY FOR YOU TO APPEAR BEFORE THE MARION TOWNSHIP BOARD AT THEIR NEXT REGULAR MEETING AS FOLLOWS:**

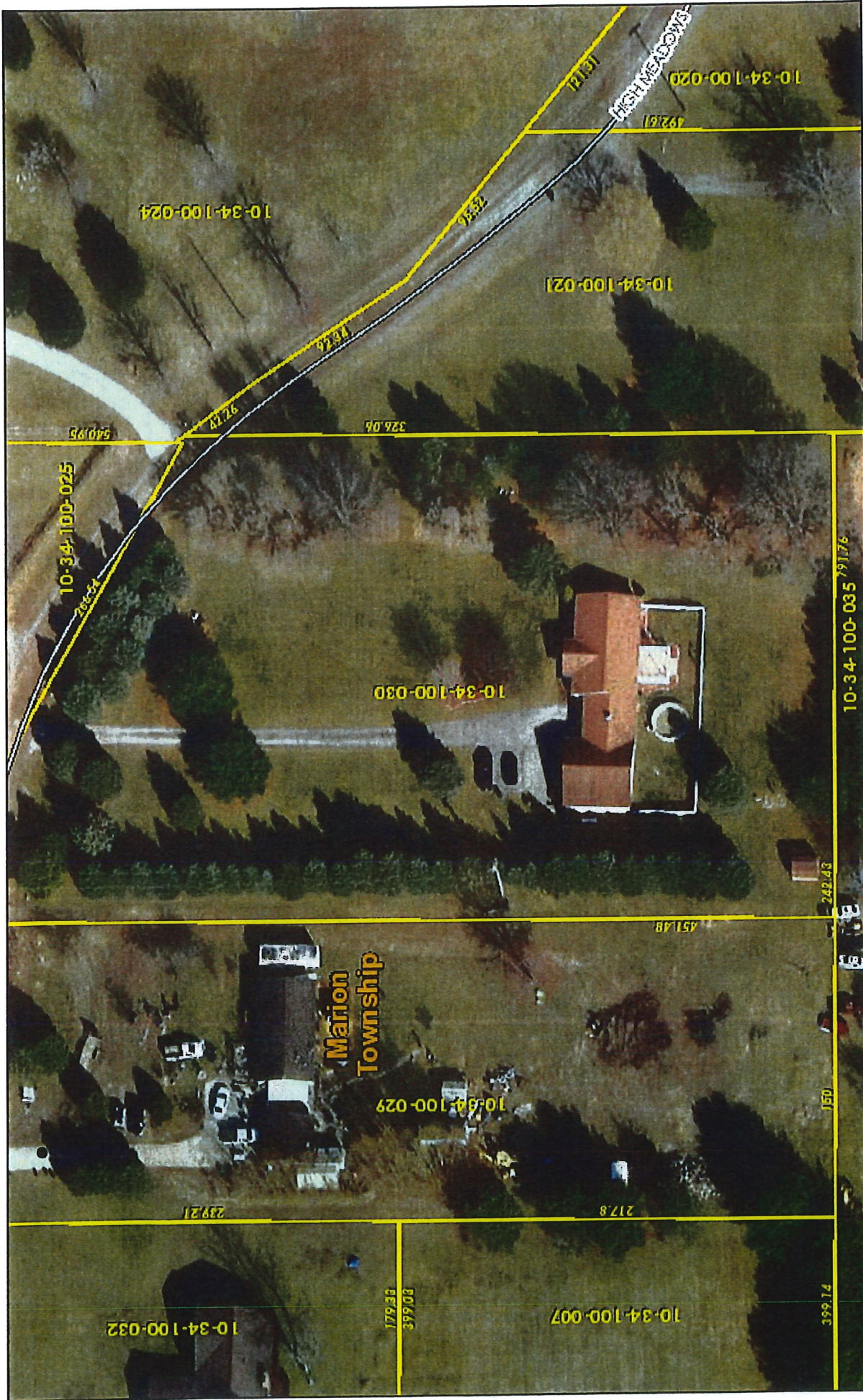
Marion Township Hall  
2877 W. Coon Lake Road  
Howell, MI 48843

Date and Time: July 8, 2021 @ 7:30 p.m.

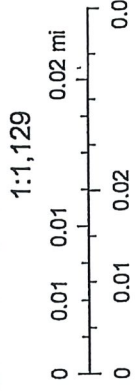
---

Robert W. Hanvey, Supervisor  
Marion Township

# Livingston County GIS Map



5/11/2021, 10:47:26 AM



- Tax Parcel
- Parcel Dimensions
- Subdivision / Condominium
- Roads
  - Interstate Highway
  - U.S. Highway
  - State Route
  - Major Road
  - Minor Road
- PLSS Section
- Municipality

SEMCOG, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, Livingston County IT/GIS  
 Map information depicted is not intended to replace or substitute for any official or primary source. Boundary measurements and area calculations are approximate and should not be construed as survey measurements.

# MARION FEB2021



# INCIDENT/INVESTIGATION REPORT

Agency Name  
*Livingston County Sheriff's Office*

ORI  
*MI 4714700*

Case#  
*21-00153*

Date / Time Reported  
*01/10/2021 18:39 Sun*

Last Known Secure  
*01/10/2021 18:39 Sun*

At Found  
*01/10/2021 18:39 Sun*

Location of Incident  
*2935 HIGH MEADOWS DR, Howell MI 48843*

Gang Relat  
*NO*

Premise Type  
*Residence/home*

Ecat/  
*LS01*

#	Crime Incident(s) (Com)	Weapon / Tools			Activity
#1	<i>Animal Complaint- Bite 99071</i>	Entry	Exit	Security	Activity
#2	Crime Incident ( )	Entry	Exit	Security	Activity
#3	Crime Incident ( )	Entry	Exit	Security	Activity

MO

**# of Victims 3**    Type: **INDIVIDUAL/NOT LAW**    Injury: **Apparent Minor Injury**

V1	Victim/Business Name (Last, First, Middle)	Victim of Crime #	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
<i>V1</i>	<i>KIRK, LISA MARIE</i>	<i>1,</i>	<i>06/18/1965</i> Age 55	<i>W</i>	<i>F</i>			

Home Address  
*2935 HIGH MEADOWS DR, Howell, MI 48843-*

Employer Name/Address    Business Phone    Mobile Phone

VYR    Make    Model    Style    Color    Lic/Lis    VIN

V  
I  
C  
T  
I  
M

CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)

Type: **INDIVIDUAL/NOT LAW ENFORCEMENT**    Injury: **Apparent Minor Injury**

V2	Name (Last, First, Middle)	Victim of Crime #	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
<i>V2</i>	<i>KIRK, BRIAN JOHN</i>	<i>1,</i>	<i>06/18/1965</i> Age 58	<i>W</i>	<i>M</i>			

Home Address  
*2935 HIGH MEADOWS DR HOWELL, MI 48843*

Employer Name/Address    Business Phone    Mobile Phone    *734-545-0552*

Type: **INDIVIDUAL/NOT LAW ENFORCEMENT**    Injury: **Apparent Minor Injury**

V3	Name (Last, First, Middle)	Victim of Crime #	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
<i>V3</i>	<i>COOLEY, SCOTT RUSSELL</i>	<i>1,</i>	<i>12/03/1996</i> Age 24	<i>W</i>	<i>M</i>			

Home Address  
*2976 HIGH MEADOWS DR HOWELL, MI 48843*

Employer Name/Address    Business Phone    Mobile Phone    *517-740-8383*

O  
T  
H  
E  
R  
S  
  
I  
N  
V  
O  
L  
V  
E  
D

1 = None    2 = Burned    3 = Counterfeit / Forged    4 = Damaged / Vandalized    5 = Recovered    6 = Seized    7 = Stolen    8 = Unknown  
(\*OJ = Recovered for Other Jurisdiction)

VI #	Code	Status Fm/Tc	Value	OJ	QTY	Property Description	Make/Model	Serial Number

P  
R  
O  
P  
E  
R  
T  
Y

Officer/ID# *TOPOLSKI, J. (734)*

Invest ID# *(0)*    Supervisor *VORHIES, R. (362)*

Status    Complainant Signature    Case Status *Closed*    Date *01/10/2021*    Case Disposition:    Page 2



# INCIDENT/INVESTIGATION REPORT

*Livingston County Sheriff's Office*

Case # *21-00153*

Status Codes 1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown						
	IBR	Status	Quantity	Type Measure	Suspected Type	
D R U G S						

Assisting Officers  
*VORHIES, R. (362)*

Suspect Hate / Bias Motivated:

## INCIDENT/INVESTIGATION REPORT

Narr. (cont.) OCA: 21-00153

*Livingston County Sheriff's Office*

NARRATIVE

# REPORTING OFFICER NARRATIVE

Livingston County Sheriff's Office

Victim <i>KIRK, LISA MARIE</i>	Offense <i>ANIMAL COMPLAINT- BITE</i>	OCA <i>21-00153</i>
		Date / Time Reported <i>Sun 01/10/2021 18:39</i>

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

## DOG BITE

21-00153

## VENUE

2935 High Meadows  
Township of Marion  
County of Livingston  
State of Michigan

## DATE AND TIME

January 10, 2021 at 1839 hours

## INFORMATION

While on patrol, I was dispatched to the above address in reference to a dog bite. The caller stated four dogs attacked his wife and him.

## CONTACT WITH BRIAN

I made contact with BRIAN who stated he was walking down the road with his wife and dog. When he got back to his yard, the neighbors dogs came over and attacked his wife. He stated he held one dog down while the other three attacked his wife and dog. He sustained a bite to his hand during the encounter.

BRIAN stated this has been an ongoing issue with the dogs getting out and running around their yard and the neighborhood. He stated he has spoken to the owner several times about keeping the dogs in his own yard.

BRIAN described them as 4 Pitbull mix dogs. He described the most aggressive one as all brown in color.

BRIAN stated he would like the dogs destroyed due to the on going issues and significant injuries sustained by LISA.

## CONTACT WITH LISA

I made contact with LISA who had already wrapped the injuries in a towel while waiting for EMS. She stated she had several deep bites to both arms and at least one of her legs was severely bit but she did not examine her leg injuries at the time I was on scene. EMS tended to LISAs wounds and she was taken to the hospital by BRIAN for further examination.

## CONTACT WITH COOLEY

COOLEY stated he heard yelling outside his residence and went out to see what was happening. He stated he saw LISA and BRAIN going back into their residence as he came out. He stated the dogs then surrounded him and began jumping and biting at him. He chased them back to the residence where they came from. At one point he fell and injured his left knee. He is unsure if the injury was caused by a dog bite or the pavement. COOLEY will seek treatment at a later date.

REPORTING OFFICER NARRATIVE

OCA
21-00153
Date / Time Reported
Sun 01/10/2021 18:39

Livingston County Sheriff's Office

Victim  
 KIRK, LISA MARIE

Offense  
 ANIMAL COMPLAINT- BITE Mauling

Date / Time Reported  
 Sun 01/10/2021 18:39

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

COOLEY stated he recognized the dogs as being from 2889 High Meadows. He stated the owner brought them back in once he got them over to the address.

CONTACT WITH DENIS

DENIS stated he let the dogs out for a short time and had already let at least one back in by the time he heard the screaming. He stated the dogs are normally calm. He stated he is the owner of a Black lab named Pepper age 2. The other dogs belonged to his brother ANTHONY. Pepper was inside the house at the time of the biting.

CONTACT WITH ANTHONY

I made contact with ANTHONY who owns the 4 other dogs in the home who are all Pitbull mix breeds. He was not home at the time of the biting. He stated they are usually nice and he keeps them inside his own yard.

The dogs were not aggressive while I was inside the residence although two of them were growling at me while I spoke to ANTHONY. ANTHONY stated all the dogs are registered and up to date on vaccinations.

DESCRIPTIONS

The dogs are described as:

- Dark Brown Pitbull mix - Scarlet 7yrs
- Brown/White Pitbull mix - Jackson 1.5yrs
- Light Brown Pitbull mix - Zoey 7yrs
- Light Brown Pitbull mix - Candy 14yrs
- Black Lab - Pepper 2yrs

STATUS

Forwarded to animal control

Deputy Topolski #734  
 Livingston County Sheriff

# Incident Report Suspect List

Livingston County Sheriff's Office

OCA: 21-00153

<b>1</b>	Name (Last, First, Middle) <b>BALDWIN, ANTHONY RAY</b>						Also Known As				Home Address <b>2889 HIGH MEADOWS DR HOWELL, MI 48843</b>			
	Business Address <b>CONSIGNMENT SHOP, OWNER, PROMENADE MALL</b>											Driver's License / State. <b>B435067730404 MI</b>		
DOB	Age	Race	Sex	Eth	Hgt	Wgt	Hair	Eye	Skin					
<b>05/29/1982</b>	<b>38</b>	<b>W</b>	<b>M</b>		<b>600</b>	<b>240</b>		<b>BLU</b>						
Scars, Marks, Tattoos, or other distinguishing features														

<b>Reported Suspect Detail</b>		Suspect Age	Race	Sex	Eth	Height	Weight	SSN
Weapon, Type	Feature	Make	Model		Color	Caliber	Dir of Travel Mode of Travel	
Veh Yr/Make/Model		Drs	Style		Color	Lic/St	VIN	

Notes \_\_\_\_\_ Physical Char \_\_\_\_\_

<b>2</b>	Name (Last, First, Middle) <b>BALDWIN, DENIS ALLEN Jr</b>						Also Known As				Home Address <b>2889 HIGH MEADOWS DR HOWELL, MI 48843</b>			
	Business Address											Driver's License / State. <b>UZ863767 OH</b>		
DOB	Age	Race	Sex	Eth	Hgt	Wgt	Hair	Eye	Skin					
<b>04/08/1980</b>	<b>40</b>	<b>W</b>	<b>M</b>		<b>508</b>	<b>230</b>	<b>BRO</b>	<b>BRO</b>						
Scars, Marks, Tattoos, or other distinguishing features														

<b>Reported Suspect Detail</b>		Suspect Age	Race	Sex	Eth	Height	Weight	SSN
Weapon, Type	Feature	Make	Model		Color	Caliber	Dir of Travel Mode of Travel	
Veh Yr/Make/Model		Drs	Style		Color	Lic/St	VIN	

Notes \_\_\_\_\_ Physical Char \_\_\_\_\_

May 13, 2021

To Whom It May Concern:

**Re: Proof of Service**

This letter hereby certifies that Lisa M. Kirk, Victim in Case #21\*0203 has provided a copy of attached victim's letter to the each of following parties as noted below:

Honorable Daniel B. Bain,

- 53<sup>rd</sup> District Court, 204 S. Highlander Way #1, Howell, MI
- Hand delivered to Circuit Court clerk's office on 13 May 2021.

Prosecuting Attorney for Livingston County,

- 210 South Highlander Way, Howell, MI 48843
- Hand delivered on 13 May 2021.

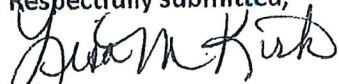
Defendant: Verified there is no appointed attorney on 5/11/2021 with Victim's unit.

- Baldwin, Anthony  
2889 High Meadows Drive, Howell, MI 48843
- Sent via USPS Certified First Class mail on 13 May 2021.

**Offices of Marion Township**, Attn: Dave Hamman

- 2887 W Coon Lake Road, Howell, MI 48843
- Hand Delivered on 13 May 2021.

Respectfully submitted,



Lisa M. Kirk

cc: Dave Hammond, The Hammond Law Firm, Howell

The Honorable Daniel B. Bain  
53<sup>rd</sup> District Court - 204 S. Highlander Way #1  
Howell, MI 48843

May 13, 2021

Your Honor:

I am writing to request your fair and proper judgment in support of my objective to eliminate a significant risk to my health and well-being, as well as that of other neighbors. This is much more than a no-license case, I ask the court to please proceed with extreme caution, as lives are at stake.

On January 10, 2021, my husband and I were walking our dog on our street, High Meadows. As we were returning, almost in front of our new home, with absolutely no provocation, we were attacked by four Pitbulls, who live in the home next to ours. The dogs demonstrated violent and vicious behavior. This behavior was outside of their yard. Because of my husband's Michigan State Police defensive tactical training, he was able to fight the dogs and save my life. I am positive, had he not been there, or if I had been a child, I would not have survived.

He suffered a bite, on the right wrist. Our golden retriever received a bite on the left leg. And, I suffered 17 significant injuries to both arms and both legs. These injuries have introduced physical pain, noticeable impairments, compromised mobility, and mental anguish. My work and personal life were both substantially compromised. I was lucky that the attack occurred in the winter; my weather protective clothing provided some barrier. If this was not the case, my injuries would have certainly been much worse, likely even life threatening. One can only assume that this type of behavior is inherent in the personality of these animals, and thus the risk of repeated performances is not just possible, but likely.

Since this event, these animals continue to reside next to our property. Every time I see them or hear them bark, it introduces visions of horror as I re-live the traumatic attack for which I was a victim. Further, I live in constant fear of venturing outdoors, going to my mailbox or letting my dog out. I am currently seeking counseling. The danger associated with being in proximity to these animals, which are not contained/fenced in, severely compromises the quality of life that should be associated with property ownership.

Prior to this horrific event, we voiced our concerns with the owners on several occasions, requesting the dogs to be contained on their property as they wandered regularly onto other properties. These animals are a menace to our neighborhood, and, if permitted to remain, introduce a formidable threat to the health and safety of others who only wish to use their real estate as intended. Permitting them to remain under any circumstances would be analogous to ignoring or even supporting a known threat to human health. Such a move would be irresponsible.

I may never fully recover from my horrific experience. The prospect of imminent death is one that very few experiences, and it is difficult to dismiss under any circumstances. However, a swift and decisive decision to evict these animals from this area is one that would at least restore a sense of security that any citizen expects and deserves. This benefit will accrue to our family, visiting friends, as well as other neighbors who are subject to the same risk.

I ask the court to please render a judgment which alleviates a demonstrated and known risk, as well as prohibiting future dog ownership for the defendant at that residence, as they have shown repeated insubordination for edicts and pleas. This judgement will allow the basic entitlement of peace, safety and quality of life that citizens of Marion Township/Livingston County should retain.

Sincerely,  
  
Lisa M. Kirk

2935 High Meadows, Howell, MI 48843

Dog	Breed	Tag/Year	Type	Expires	Sold	
CANDY	MIXED	00000319/2022	1 Year Spayed/Neutered	02/28/2022	02/12/2021	<a href="#">Edit</a> <a href="#">Renew</a>
JACKSON	STAFFORDSHIRE TERRIER	00000321/2022	1 Year Spayed/Neutered	12/31/2022	02/12/2021	<a href="#">Edit</a> <a href="#">Renew</a>
PEPPER	TERRIER, PIT BULL, AUSTRALIAN	00000322/2022	1 Year Spayed/Neutered	12/31/2022	02/12/2021	<a href="#">Edit</a> <a href="#">Renew</a>
SCARLETT	hound	00000320/2022	1 Year Spayed/Neutered	02/28/2022	02/12/2021	<a href="#">Edit</a> <a href="#">Renew</a>
ZOEY	hound	00000318/2022	1 Year Spayed/Neutered	02/28/2022	02/12/2021	<a href="#">Edit</a> <a href="#">Renew</a>

## Owner Profile

First Name

Anthony

Last Name

Baldwin

Email

Baldwinservices19@gmail.com

Phone

(517) 404-1791

Send renewal notices via email

### Residential Address

Address where the dog lives, cannot be a PO Box.

Street Address

2889 High Meadows Dr

Apt, Unit, etc.

City

State

Zip

Send Renewal Notices

Un-check for owners that should not receive renewal or delinquent notices (i.e. live out-of-county)

### Manage

[Change Dog Status](#)

[Print License or Renewal Notice](#)

[Merge Duplicate Dog Records](#)

[+ Add New Dog](#)

Howell

MI

48843

City, Township, or Village

Marion Township

Mailing address is different than residential address.

Staff Notes (not displayed to public)

Opt-In to Data Sharing (Optional)

Under state law, outside organizations may purchase your public dog licensing data for marketing purposes if you choose to opt in.

**Save**

© [livingstonlive.livgov.com](http://livingstonlive.livgov.com)



June 30, 2021

Re: Violation of Ordinances at 2889 High Meadows Drive, Mr. Baldwin – Show /Cause

Hearing: July 8, 2021 @7:30pm

Dear Marion Board Members:

**This letter requests the Members of the Board of Marion Township to please consider approving the ordinance violations as presented by Mr. Dave Hamann. These ordinances are in place for this very reason, and I ask that actions be taken in order to assure compliance by Mr. Baldwin.**

While it is realistic to recognize that Mr. Baldwin may have started out with 1-2 lawnmowers as a small business out of his home many years ago. However, this is not what is happening today.

I am well versed in this exact activity, as my brother was a growing landscaper in Livonia and recently purchased appropriately zoned land in which to store, maintain and load/unload equipment without disrupting neighbors. He was thoughtful and recognized he had outgrown his small business.

Mr. Baldwin & his crew now have a constant rotation of trucks/equipment from his driveway/front yard throughout each day, and at various times (no regular business hours). Whether it's the zero turn lawnmowers, the Bobcat front loader, the 1-Axle dump truck or the trailer of misc equipment from job sites that are dropped off and carted away again at a later date or time. In addition, maintenance of equipment (power tools, impact tools, air compressors and the like) are conducted at random intervals as well in the driveway. There is no garage, no fencing and no containment for the tools, equipment or activity.

It is evident a light construction & lawnmowing business is being conducted out of this residence. The noise and machinery is disruptive to the peace and quiet expected and is a violation of the noise & small home business ordinances. I am aware previous complaints have been ignored, thus exhibiting blatant disregard for the ordinances governed by Marion Township and the Board.

**I would like to ask the board to please cite Mr. Baldwin for violating:**

- the ordinances of conducting construction business out of the home,
- noise violation and
- abandoned equipment violations (incl bus, backhoe, unapproved outbuildings) and
- order him to find suitable zoned property (and in a small window timeframe to cease at this residence) in which to store all said unapproved equipment, where arriving and departing, loading and unloading, maintenance and/or repairs of equipment is not disruptive to the immediate families/and the neighborhood.

Most sincerely,

Lisa M. Kirk  
2935 High Meadows Drive  
Howell, MI 48843

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

***TRANSMITTAL***

**TO:** Board of Trustees

**DATE** July 08, 2021

**PROJECT** **PUD#01-20 Preliminary**  
FINAL Site Plan review  
Tamarack Place

**VIA** Hand Delivery

WE ARE SENDING:  Herewith  Under Separate Cover

**THE FOLLOWING:**

- Final Site Plan Dated 6/28/2021
- Planning Commission Minutes dated 6/22/2021
- Carlisle Wortman Review dated 6/15/2021
- Spicer Review Dated 6/22/2021
- Howell Area Fire letter dated 1/5/2021
- LCDC email dated 1/8/2021
- LCRC email dated 12/21/2020
- Master Deed and Bylaws

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

**REMARKS:**

The attached material is for FINAL Site Plan review and approval.

FROM: Dave Hamann, Zoning Administrator

Copy: file

**MARION TOWNSHIP PLANNING COMMISSION  
IN-PERSON / VIRTUAL MEETING MINUTES  
JUNE 22, 2021 / 7:30PM**

**DRAFT**

**MEMBERS PRESENT:** LARRY GRUNN – CHAIRPERSON (*In-Person*)  
JAMES ANDERSON – VICE CHAIR (*In-Person*)  
CHERYL RANGE – SECRETARY (*In-Person*)  
BOB HANVEY – (*In-Person*)  
BRUCE POWELSON – (*In-Person*)

**OTHERS PRESENT:** DAVE HAMANN – ZONING ADMINISTRATOR (*In-Person*)  
KRISTOFFER CANTY – CARLISLE WORTMAN (*In-Person*)

**MEMBERS ABSENT:**  
NONE

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

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF JUNE 22, 2021 PLANNING COMMISSION MEETING AGENDA**

Jim Anderson made a motion to approve the agenda for the June 22, 2021 Planning Commission meeting. Bruce Powelson seconded. **MOTION CARRIED**

**APPROVAL OF MAY 25, 2021 PLANNING COMMISSION MEETING MINUTES**

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

**CALL TO THE PUBLIC:**  
NONE

**PUBLIC HEARING:**  
NONE

**NEW BUSINESS**

**1. REVIEW PUD# 01-20 TAMARACK PLACE (SUNRIDGE III) FINAL SITE PLAN**

Wayne Perry with Desine Inc. is working with Allen Edwin Homes, on the Tamarack Place project. Wayne discussed Carlisle Wortman's review letter and their two main issues of concern:

- The removal of parcel A from the plan as it impacts a wetland and also is part of a different phase. Wayne explained that parcel A has since been removed from the plan.
- Allen Edwin has agreed to make a \$150,000 financial contribution to future road reconstructions.

Wayne then discussed Spicer's review letter and their concerns regarding Tamarack Place.

- Units 38 and 39 rear setback is 87 feet and it is supposed to be 90 feet. Wayne said they do not have a problem pulling back three feet to meet the setback requirements.

Wayne said that the rest of the comments are all minor changes and can be adjusted during construction.

Further discussion took place regarding the elevation for Basin N, stormwater runoff and the lighting specifications that were mentioned in Spicer's letter. Wayne assured the commissioners that he would obtain all required approvals and permits from outside agencies.

Michael Sage resides at 1210 Tracilee Road. Michael's house is near Tamarack lots 93 & 94 and wants to confirm that the setback requirement is 90 feet. The commissioners confirmed that the setback is in fact 90 feet. Michael would also like to suggest that the "NO TRESSPASSING" signs on Tracilee be replaced, because the lettering has worn off and they are currently blank, white signs. He would also like someone to give permission to the Sheriff's department to start enforcing the "NO TRESSPASSING" signs and punish any trespassers.

Cheryl Range motioned to recommend approval of PUD# 01-20 Tamarack Place Final Site Plan, to the Board of Trustees. Bruce Powelson seconded. **MOTION CARRIED**



## Howell Area Fire Department Fire Marshal Division

1211 W Grand River Ave - Howell, MI 48843  
office: 517-546-0560 fax: 517-546-6011

[firemarshal@howellfire.net](mailto:firemarshal@howellfire.net)

**DATE:** January 5, 2021

**TO:** Mr. Dave Hamann  
2877 W Coon Lake Rd  
Howell, MI 48843

**FROM:** Bryan Hager-Fire Inspector

**PROJECT:** Tamarack Place **Site Plan**, Marion Township

**COMMENTS:**

I have reviewed the above listed site plan and find that it is *satisfactory* as presented as long as the following conditions are met:

1. Where the road is 20' wide to 26' wide then I would require that no parking be allowed on both side of the street and be posted with "No Parking-Fire Lane" signs. Where the road is more than 26' wide to 32' wide then I would require that no parking be allowed on the hydrant side of the street and be posted with "No Parking this side of street" signs.
2. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with separate and approved fire apparatus access roads and shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.
3. All cul-de-sacs shall have a minimum turning radius of 28' and be 96' diameter in size.
4. All dead-end roads in excess of 150' shall be provided with an approved width and turnaround provisions.
5. All roads in this development shall not exceed 10 percent in grade.
6. If there is to be an installation of a security gate across the roadway, it shall be approved by the fire department.
  - o The use of a Knox Rapid Entry system padlock or Knox key switch is required if a gate is

## Dave Hamann

---

**From:** Ken Recker <KRecker@livgov.com>  
**Sent:** Friday, January 8, 2021 6:26 PM  
**To:** Dave Hamann  
**Cc:** Wayne Perry; Thomas M. Larabel  
**Subject:** RE: [EXT] FW: Tamarack Place - revised Preliminary Site Plan submittal to Marion Township

Dave,

This is just a follow up to your email from last month regarding the aforementioned site plan. After reviewing our records regarding the proposed project, I reviewed the records for the Jewett Drain & Extension, which was improved by Drain Commissioner Richard Rudnicki in the late 1980's. I have the following comments:

1. Our records indicate the existing open drain behind proposed condominium units 42 through 49, and proposed condominium units 129 through 144, was established as part of the Jewett & Extension Drain in proceedings from 1987. A review of our records indicates no easement was taken over this portion of drain from Harry Malynowsky, who was the property owner at the time proceedings were completed. We have approached Tom Larabel of Allen Edwin regarding this matter, and Wayne Perry of Desine Inc., and they have indicated a willingness to grant the necessary easement over this open drain, which will serve both the the existing Peavy Road Estates No. 2 Subdivision and the Proposed Tamarack Place Condominium. Desine Inc. started drafting the easement this week. Providing this easement is granted, this will allow for continued maintenance of the ditch.
2. Soils on the ditchbank are highly erodible in certain locations. Following our last cleanout of parts of the ditch in the early 2000's, significant effort was expended to stabilize sloughing and eroding ditch banks behind proposed units 43-48. We will need to work with the engineer and contractor regarding special provisions regarding the proposed detention basin outlets, so as to avoid potential bank instability.
3. The Peavy Road Estates No. 2 subdivision is known for having a high water table, we therefore expect this to be the case with the condominium units adjacent to the existing Jewett Drain Ditch. Proposed basement elevations in the development's construction plans should take this into account to reduce complaints by future homeowners regarding basement water damage and excessive sump pump operation.
4. The Jewett Drain is a historical agricultural drain. The proposed outlet rate of 0.2 cfs/acre will need to be reduced to reflect the limited capacity of the system.

I will be in the office next week if you have any questions.

Sincerely,

Kenneth E. Recker, II, P.E.  
Chief Deputy Drain Commissioner

---

**From:** Dave Hamann <za@mariontownship.com>  
**Sent:** Tuesday, December 15, 2020 11:25 AM  
**To:** Ken Recker <KRecker@livgov.com>; khiller@livingstonroads.org; Aaron Aumock <AAumock@livgov.com>; Jamil Czubenko <jczubenko@howellfire.net>  
**Subject:** [EXT] FW: Tamarack Place - revised Preliminary Site Plan submittal to Marion Township

## Dave Hamann

---

**From:** Mike Goryl <mgoryl@livingstonroads.org>  
**Sent:** Monday, December 21, 2020 10:04 AM  
**To:** Mike West  
**Cc:** 'Wayne Perry'; Dan Larabel; Dave Hamann; Kim Hiller  
**Subject:** RE: Tamarack Place - revised Preliminary Site Plan submittal to Marion Township

Good Morning Mike,

Thank you for providing us a copy of the traffic impact study for Tamarack Place (Sunridge PUD – Phase 3). Please consider this email as our acceptance of the study with the following comments.

1. On page 4 of the report Mason Road is incorrectly stated as under the jurisdiction of the LCRC. In fact, the section of Mason Road near Peavy Road is under the jurisdiction of the Michigan Department of Transportation (MDOT). Therefore, any future improvements (such as a passing lane or left-turn lane) considered on Mason Road would need to be approved and permitted by MDOT.
2. Although our office pre-approved the trip distribution for this study, upon closer inspection it is our opinion now that the percent trips estimated to/from the west on Mason Road are probably high by about 15 percentage points in the AM and about 10 percentage points in the PM. We believe these percentages would instead travel to/from the east on Mason Road, adding to those percentages. We base this on existing turning movements at the intersection of Mason and Peavy. However, we don't believe these changes to distribution would significantly change the findings of the study.

Regards,

Mike Goryl  
LCRC

---

**From:** Mike West <mwest@allenedwin.com>  
**Sent:** Tuesday, December 15, 2020 2:29 PM  
**To:** Kim Hiller <khiller@livingstonroads.org>; Mike Goryl <mgoryl@livingstonroads.org>  
**Cc:** 'Wayne Perry' <waynep@desineinc.com>; Dan Larabel <dlarabel@allenedwin.com>; Dave Hamann <za@mariontownship.com>  
**Subject:** RE: Tamarack Place - revised Preliminary Site Plan submittal to Marion Township

Good Afternoon Kim and Mike,

Dave Hamann of Marion Township forwarded your email regarding the request for the traffic study performed for the Tamarack Place subdivision (third phase of the Sunridge PUD). Per your request, attached is a copy of the Traffic Impact Study completed by Freis & Vandenbrink (October 2020).

We are currently in the Preliminary Site Plan review stage with the Township and are scheduled to begin formal discussions with the Township Planning Commission on December 22, 2020. The Planning Commission is expected to discuss the project next Tuesday, then adjourn further discussions and their recommendation to the January 26, 2021 meeting. Following the Planning Commission's recommendation, the Township Board is expected to take final action in February 2021. Once the Preliminary Site Plan is approved by the Township Board, we will then submit the Final Site Plan (construction drawings).

If you have any questions or require additional information at this time, please contact me at your earliest convenience.

Sincerely,

Mike

Michael West, AICP  
Land Planning Project Manager  
Allen Edwin Homes  
795 Clyde Court SW  
Byron Center, Michigan 49315  
M: (269) 365-8548  
[mwest@allenedwin.com](mailto:mwest@allenedwin.com)

---

**From:** Dave Hamann <[za@mariontownship.com](mailto:za@mariontownship.com)>  
**Sent:** Tuesday, December 15, 2020 1:03 PM  
**To:** 'Wayne Perry' <[waynep@desineinc.com](mailto:waynep@desineinc.com)>; Mike West <[mwest@allenedwin.com](mailto:mwest@allenedwin.com)>  
**Subject:** FW: Tamarack Place - revised Preliminary Site Plan submittal to Marion Township

FYI from LCRC review of latest site plan you provided me on Monday!

---

**From:** Kim Hiller <[khiller@livingstonroads.org](mailto:khiller@livingstonroads.org)>  
**Sent:** Tuesday, December 15, 2020 1:00 PM  
**To:** Dave Hamann <[za@mariontownship.com](mailto:za@mariontownship.com)>  
**Subject:** RE: Tamarack Place - revised Preliminary Site Plan submittal to Marion Township

Dave,

The road commission has verified that the proposed locations for the private roads off Peavy Alstott Roads meet our sight distance requirements.

The traffic study will need to be submitted to Mike Goryl, traffic engineer at the LCRC, for his review. Once the traffic study is approved, the developer or their engineer will need to submit the private road approach application along with 2 sets of the construction plans for our review.

Please let me know if you have any other questions.

Thank you,

**Kim Hiller, P.E.**  
Utilities and Permits Engineer  
Livingston County Road Commission  
3535 Grand Oaks Drive  
Howell, MI 48843  
Ph. (517) 546-4250  
[khiller@livingstonroads.org](mailto:khiller@livingstonroads.org)

---

**From:** Dave Hamann <[za@mariontownship.com](mailto:za@mariontownship.com)>  
**Sent:** Tuesday, December 15, 2020 11:25 AM  
**To:** Ken Recker <[KRecker@livgov.com](mailto:KRecker@livgov.com)>; Kim Hiller <[khiller@livingstonroads.org](mailto:khiller@livingstonroads.org)>; [AAumock@co.livingston.mi.us](mailto:AAumock@co.livingston.mi.us); Jamil



Czubenko <jczubenko@howellfire.net>

**Subject:** FW: Tamarack Place - revised Preliminary Site Plan submittal to Marion Township

Attached please find a project called Tamarack Place which is the third phase of the Sunridge PUD that was approved back in 2003. This is the second submittal after the Marion Township Planner's first review was done. I am still waiting on the Township Engineer's review. There will be discussions between the Township and the applicant regarding offsite improvements. Next Tuesday we will begin Planning Commission Review on this Site Plan but it will be tabled until January. If each of you could review the Site Plan Set dated 12-14-20 and return your review by January 13, 2021 then we can include these in the January PC meeting. Thank in advance for your review and please let me know if you have any questions.

Dave Hamann  
Zoning Administrator  
Marion Township  
2877 W. Coon Lake Road  
Howell, MI 48843  
Phone (517) 546-1588  
[za@mariontownship.com](mailto:za@mariontownship.com)

---

**From:** Mike West <[mwest@allenedwin.com](mailto:mwest@allenedwin.com)>

**Sent:** Monday, December 14, 2020 11:19 AM

**To:** Dave Hamann <[za@mariontownship.com](mailto:za@mariontownship.com)>

**Cc:** Dan Larabel <[dlarabel@allenedwin.com](mailto:dlarabel@allenedwin.com)>; Wayne Perry <[waynep@desineinc.com](mailto:waynep@desineinc.com)>; Manny Kianicky <[mkianicky@srj.com](mailto:mkianicky@srj.com)>

**Subject:** FW: Tamarack Place - revised Preliminary Site Plan submittal to Marion Township

Good Morning Dave,

Per your request, attached as PDFs is the revised Preliminary Site Plan set and my cover letter with responses to the Township Planner comments. Desine will be submitting eight (8) full sized sets of the revised Preliminary Site Plan along with a hard copy of my cover letter later this morning.

Please forward the Township Engineer comments as soon as they are available. Additionally, we would like to have that Zoom meeting with the Township to discuss off-site roadway improvements as soon as possible and before the Planning Commission meeting. Please provide available days/time for this meeting and we will coordinate on our end and with the owner.

Thanks for your continued assistance with this project.

Sincerely,

Mike

Michael West, AICP  
Land Planning Project Manager  
Allen Edwin Homes  
795 Clyde Court SW  
Byron Center, Michigan 49315  
M: (269) 365-8548



June 22, 2021

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

RE: Tamarack Place PUD  
Final Site Plan Review

Dear Mr. Hamann,

We have received and reviewed the final site plan for the development of Tamarack Place, located on Peavy Rd, just north of Tracilee Dr. The plans were prepared by Desine Inc on behalf of Blue South Sunridge, LLC and are dated June 1, 2021. Based on our review, we offer the following comments:

**General**

The existing site is currently zoned as Suburban (SR) and is an undeveloped parcel with a Livingston County owned open drain, private open drain, and wetlands. The existing topography of the site generally slopes from south to north, or towards the open drains in the middle of the site.

A location map is shown on the cover page at a scale of 1-inch equals 2,000 feet, with the necessary information. A development plan is also included in the plans, showing the proposed development phases.

The site is 93.31 acres, the legal description is provided, and the legal description closes within acceptable tolerances.

The final site plan follows the proposed dimensions for minimum lot area, lot frontage, side yard setback, rear yard setback, and maximum lot coverage, but the perimeter setback was changed and did not meet requirement due to lot 40 and 39.

The SR District regulations and proposed dimensions are as follows:

	Required	Provided
Minimum Lot Area	20,000 sq. ft.	9,450 sq. ft.
Minimum Lot Frontage	85 feet	47.92 feet
Minimum Front Yard Setback	35 feet*	30 feet
Minimum Side Yard Setback	10 feet	10 feet
Minimum Rear Yard Setback	25 feet	25 feet
Maximum Lot Coverage	35%	N/A
Perimeter Setback	90 feet	87.5 feet

\*Can be reduced to 30 feet

The proposed PUD meets the setback requirements for front yard, side yard, and rear yard but does not meet the perimeter setback and minimum lot frontage requirements. The plans shows that the open space is 45.85 acres with 6.84 acres (7.33%) dedicated to wetlands and detention ponds. The site meets the common open space requirements for a PUD.

June 22, 2021

2 of 4

Parcel A was removed from the site condominium and is now a proposed land division. The parcel split has a front yard setback of 35 feet, side yard setback of 15 feet, and rear yard setback of 25 feet.

### **Roads & Paving**

Sidewalks are 5 feet wide and are generally 4 inches in thickness but are 6 inches in thickness in driveway areas. The sidewalk will use a 4-inch thick sand base. Sidewalks are located on both sides of the roads within the site, but the shaded areas of the sidewalk shall be constructed by the contractor. The unshaded areas of the sidewalk shall be constructed as part of the house construction on each unit. The site also uses a mowed path and hard surface path within the open space area. The hard surface path starts on the north side of the cul-de-sac on Dalmore St and loops around Basin L on the south side. Then the hard surface transitions into a mowed path, east of Basin L. The mowed path then connects to the concrete sidewalk, south of Lot 51. The hard surface path, located south of Scapa St along the wet land within Phase 4, connects the cul-de-sac on Scapa St to the area south of Lot 51. There is another hard surface path southwest of Basin M. This connects the cul-de-sac on Linkwood Ct to the area south of Lot 51.

The private road consists of a 1.5-inch thick MDOT 1100T-20AA top course, 1.5-inch thick MDOT 1100L-20AA leveling course, 7-inch thick compacted 22A aggregate base, and 6-inch minimum thick compacted Class II sand base. The materials are acceptable and conforms to Livingston County Road Commissions' standards and regulations, but Marion Township's requirement is 4 inches of HMA on 8 inches of gravel. An alternative pavement section can be considered if a geotechnical analysis and pavement design is submitted during the construction plan review. An edge drain is provided and is shown in the Typical Private Road Cross Section detail.

The proposed cul-de-sac radius at the outside edge of the pavement is 50 feet and the ROW radius is 75 feet. The cul-de-sac also has a fillet radius of 50 feet. There are three proposed cul-de-sacs, one on Scapa Street, one on Dalmore Street, and one on Linkwood Court.

There are two entrances to the site, one on Alstott Dr and one on Peavy Rd. A sight distance review was performed by Livingston County Road Commission and approved the approaches. The clear vision area on Alstott Dr will need to be addressed during the permitting process. During Phase 1 of construction, a 12-foot wide right-turn deceleration taper will be constructed at the intersection of Peavy Rd. The right-turn deceleration taper is 100 feet long and the 12-foot wide deceleration lane is 50 feet long. The intersection of Alstott Dr and Lockes St does not show any tapering. We defer to Livingston County Road Commissioner for further comment and approval.

A speed limit is not shown within the plans, but it should be 25 miles per hour, with a design speed of 35 miles per hour.

### **Grading & Drainage**

The site uses a stormwater conveyance system to route the water into four different detention basins. The pipes used will be RCP and range in diameter between 12 inches and 30 inches. The collected water will discharge into a forebay(s) within the proposed detention basins and then released into the existing drain. The slope of the detention basin and forebay is 1:5 and the slope of the forebay spillway is 1:3.

Calculations for the stormwater conveyance system was provided in the plans. The system was designed for a 10-year storm event and assumed a time of concentration of 20 minutes. Full flow velocities ranged within 2.5 ft/sec to 10 ft/sec and volumetric flow did not exceed the pipe capacity.

Basin K, Basin L Basin M, and Basin N had a proposed storage volume of 124,681 ft<sup>3</sup>, 160,834 ft<sup>3</sup>, 156,259 ft<sup>3</sup>, and 16,746 ft<sup>3</sup>, respectively. The four basins met the detention volume requirements, but

Basin N's forebay spillway elevation should be increased to 900.60 instead of 900.50. At minimum, the volume of the forebay at the spillway elevation should equal the required forebay volume.

Finished floor elevations were added into the plans, which shows that there is at least a 1-foot minimum freeboard from the storage elevation of the basin to the finished floor elevation. This 1-foot minimum freeboard rule also extends to the top of the catch basins and to the top of roads. The catch basins and roads were spot checked for the 1-foot minimum freeboard.

The bottom elevation of Basin M was increased from 900 to 902, which is now higher than the groundwater elevation. Basin N on the other hand, was lowered from 900 to 899. According to TB-01, which is located near Basin N, the groundwater elevation is around 901. Basin N should be designed to ensure the groundwater does not affect the storage of the basins.

A note should be added somewhere in the plans indicating the ultimate outlet for stormwater runoff.

### **Sanitary Sewer**

The utility plan shows the location, slope, and type of pipe for water, stormwater, and sanitary utilities. The sanitary sewer will use a 8-inch PVC SDR-26 at a minimum slope of 0.4%, which meets the township's requirements. A sanitary sewer design table was added into the plans, showing the sanitary main information and lead information. All leads are 6 inches in diameter running at a 1% slope.

The proposed 8-inch diameter sanitary system connects to an existing 8-inch diameter sanitary system located on Alstott Dr, just north of the site. The sewage will then travel to the pump station located west of Peavy Estates. The pump station has a capacity of 550 GPM, while the daily flow provides 50,750 GPD and a peak flow of 187 GPM. The new peak flow for the pump station should be lower than the capacity of the pump station. Then the sewage will travel north of the pump station and connects to the sanitary line that runs along Marion and Genoa drain. The sewage then travels towards Peavy Rd and connects to a 15-inch diameter sanitary line. Finally, the sewage travels to another pump station on Peavy Rd and finally reaches Howell WWTP.

The Trench Detail shows pipes under or within the influence of the roadway, pipe bedding, and pipes not under the influence of the road. These details are acceptable and conforms with LCRC standards. There are some areas where the sanitary system runs underneath the roadway, but these runs a fairly short and have upstream manholes located in the greenbelt.

### **Watermain**

The proposed watermain is an 8" CL54 DIWM. Although the plans do not specifically call out a depth for the watermain, the notes point out that the watermain will meet all specifications of MHOG Sewer and Water Authority. This indicates that the water main will have a cover ranging between 5.5 to 8.5 feet. A water main basis of design table was added into the plans showing design factors, head loss, flow velocity, and resultant pressure.

Multiple hydrants are proposed on the site, with a maximum separation of 405 feet. The location of the hydrants must be reviewed by MHOG.

According to MHOG Sewer and Water Authority, Section 1.02c Water Main Layout, dead-end mains may not exceed 600 feet in a single-family, residential neighborhood. The dead-end mains on Scapa St and Dalmore St do not meet this requirement. There is another dead-end water main on Linkwood Ct, but it does not exceed 600 feet. We defer to MHOG for further comment and approval.

### **Landscaping and Lighting**

June 22, 2021

4 of 4

The Landscaping Plan shows architectural renderings of structures and landscaping improvements. There are proposed light poles throughout the site but does not go into detail. Typical detail and illumination pattern for the proposed exterior lighting is required. We defer to the Township Planner for further comment on the landscaping and lighting plan.

**Recommendation**

We recommend the Township withhold approval, pending the following items and our subsequent review:

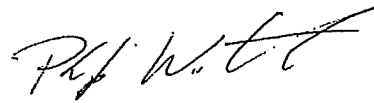
1. Plans should be reviewed and approved by:
  - a. Fire Marshal
  - b. Township Planner
  - c. Livingston County Drain Commissioner
  - d. Livingston County Road Commission
2. Marion Township's requirement for pavement cross sections are 4 inches of HMA on 8 inches of gravel, but an alternative pavement section can be considered if a geotechnical analysis and pavement design is submitted during the construction plan review.
3. The forebay spillway elevation for Basin N should be increased so that at a minimum the volume at the spillway elevation is equal to the required forebay volume.
4. Basin N should be designed so that the groundwater does not affect the storage of the basins.
5. A note should be added somewhere in the plans indicating the ultimate outlet for stormwater runoff.
6. Dead-end water mains may not exceed 600 feet in a single-family, residential neighborhood. The dead-end mains on Scapa St and Dalmore St does not meet this requirement.
7. Typical detail and illumination pattern for the proposed exterior lighting is required.

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

Sincerely,



**Brian Han**  
Design Engineer  
Phone: (248) 846-3470  
Mailto: brian.han@spicergroup.com



**Philip A. Westmoreland, P.E.**  
Sr. Project Manager  
Phone: (517) 375-9449  
Mailto: philaw@spicergroup.com

**SPICER GROUP, INC.**  
125 Helle Dr, Suite 2  
Dundee, MI 48131

CC: SGI File  
Livingston County Road Commission  
Livingston County Health Department  
Ken Recker, Livingston County Chief Deputy Drain Commissioner  
Desine Inc  
Blue South SunRidge, LLC



**Carlisle | Wortman**  
ASSOCIATES, INC.

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

Date: June 15, 2021

**PUD**  
**Final Site Plan Review**  
**Marion Township, Michigan**

**Applicant:** Blue South Sunridge, LLC

**Project Name:** Tamarack Place

**Plan Date:** June 1, 2021

**Location:** West side of Peavy Road just south of Alstott Drive

**Zoning:** PUD Phase 3 of Sunridge P.U.D.

**Action Requested:** Site Plan Approval Amendment to PUD

**Required Information:** As noted in the following review.

**PROJECT AND SITE DESCRIPTION**

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

### Location of Subject Site



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

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

AREA, WIDTH, HEIGHT, SETBACKS

**SCHEDULE OF REGULATIONS**  
**Suburban Residential (SR) District**

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

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

**Items to be Addressed:** None.

NATURAL RESOURCES

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

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

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

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



## SITE ARRANGEMENT, ACCESS AND CIRCULATION

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

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

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

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

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

## LANDSCAPING

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

**Items to be Addressed:** None.

## SIGNS

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

**Items to be Addressed:** None.

## INFRASTRUCTURE

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

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

## RECOMMENDATIONS

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

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

## 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](http://www.livingstonroads.org)

July 8, 2021

Wayne Perry, P.E.  
Desine, Inc.  
2183 Pless Drive  
Brighton, MI 48114

Re: Tamarack Place – Private Road Approaches “Moray and Lokes Street”  
Marion Township, Section 22  
LCRC# P-21-02

Dear Mr. Perry:

I have completed the review of the plans, dated July 1, 2021, for the above-referenced project and offer the following comments.

1. The road names Lockes Street, Linkwood Court, Dalmore Street, and Scapa Street have been approved and reserved for this development. Moray Street is not approved due to there being a road named “Moret” within Livingston County. Although they are spelled differently, they are pronounced the same. Therefore, a new road name will need to be submitted for approval.
2. 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.” Please note this is not required for plan approval.
3. A Soil Erosion and Sedimentation Control plan should be included in the plan set submitted to the LCRC.
4. Please provide a profile and any other details for the watermain crossings on Peavy Road. Prior to receiving a private road approach permit, a copy of the approval letter from MHOG will need to be submitted.
5. All spillways located within the county road rights-of-ways need to be standard MDOT concrete spillways. The MDOT spillway detail will also need to be provided.

### Lockes Street - private road approach off Alstott Drive

6. The proposed concrete curb within the right-of-way will need to be removed since Alstott Drive is an uncurbed road.
7. The entering and exiting lane widths should meet our standard dimension of 15 feet. This will help align the proposed approach with N. Alstott Drive.
8. The culvert capacity calcs on sheet AP1.1 do not appear to be correct. The diameter, slope, and CS and ES number do not correspond with the labels on sheet AP1.2.
9. Please label the invert elevation for YB-171 on sheet AP1.2.

10. The ditch elevation east of YB-1 is lower than the rim elevation of YB-1, this will cause water to pond in the ditch.
11. The slope of the ditch on Alstott Drive, west of the proposed approach, shall have a minimum slope of 1%.

Moray Street - private road approach off Peavy Road

12. Please verify the 2% cross slope of Peavy Road is being maintained through the first 12 feet of the approach.
13. Proposed grading contours should be shown between the back of curb and tapers of the approach and the right-of-way line.
14. The proposed spillway should come off the end of the curb instead of the pavement of the taper lane.
15. The proposed culvert and end section on the south side of the approach should extend beyond the existing driveway. Also, the existing invert elevations for the south leg of the circle driveway for the property to the south should be labeled to verify there is positive drainage.
16. Please verify the existing edge of asphalt grades at 60 feet north and 70 feet south of the center of the proposed approach.
17. The culvert capacity calcs on sheet AP2.1 shows the culvert length to be 29 feet, please revise the calculations.
18. The existing traffic control sign located in the south side of the proposed approach will need to be removed and relocated by the LCRC. A note should be included on the plans directing the contractor to coordinate the removal and relocation of the sign with the LCRC.

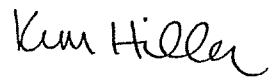
Alstott Drive and Peavy Road intersection improvements

19. The length of the right turn lane should be 50 feet instead of 100 feet.
20. The length of the asphalt taper on Alstott Drive after the curb terminates into spillways should be 25 feet instead of 10 feet.
21. The existing stop sign located on Alstott Drive will need to be removed and relocated by the LCRC. A note should be included on the plans directing the contractor to coordinate the removal and relocation of the sign with the LCRC.
22. Please verify the 2% cross slope of Peavy Road is being maintained through the first 12 feet of the approach.
23. More existing edge of asphalt grades should be provided around the existing radii of the intersection.
24. Existing and proposed grades are needed within the Peavy Road and Alstott Drive right-of-way behind the proposed curb and taper lanes.

Wayne Perry  
Tamarack Place  
July 8, 2021  
Page 3

Please submit two (2) copies of revised plans for review. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Kim Hiller". The signature is written in a cursive, flowing style.

Kim Hiller, P.E.  
Utilities and Permits Engineer

Cc: File

Dave Hamann, Marion Township (via email)

Phil Westmoreland, Spicer Group (via email)

Ken Recker, Livingston County Drain Commissioner's Office (via email)

Greg Tatara, MHOG (via email)

**MASTER DEED**

**TAMARACK PLACE**  
A Site Condominium Community

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

Livingston County Condominium Subdivision Plan No. \_\_\_\_\_

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

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

**Drafted by and After Recording Return To:**  
Emmanuel Kniahynycky, Vice President  
S.R. Jacobson Development Corporation  
32400 Telegraph Rd., Suite 200A  
Bingham Farms, Michigan 48025

**MASTER DEED**

**Tamarack Place**

A Site Condominium Community

(Act 59, Public Acts of 1978  
as amended)

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

**PRELIMINARY STATEMENT**

A. The Developer is engaged in developing a site condominium project to be known as Tamarack Place (the "Project"), according to development plans on file with the Township of Marion on a parcel of land described in Article II; and

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

**ARTICLE I**

**NATURE OF PROJECT**

**1.1 Project Description.** The Project is a residential site condominium. The one hundred forty-four (144) building sites (the "Units") that may be developed in the Project, including the number, boundaries, dimensions and area of each Unit, are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project, or by having access to a public road.

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

## ARTICLE II

### LEGAL DESCRIPTION

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

**[INSERT PROJECT LEGAL DESCRIPTION]**

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

## ARTICLE III

### DEFINITIONS

**3.1 Definitions.** Certain terms used in this Master Deed and in various other documents such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws, the Condominium Bylaws, and Rules and Regulations of the Tamarack Place Homeowners Association, a Michigan non-profit corporation, and various deeds, mortgages, land contracts, easements and other documents affecting the establishment or transfer of interests in the Project. As used in such documents, unless the context otherwise requires:

(a) **Act.** "Act" or "Condominium Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended, MCL 559.101, et. seq.

(b) **Association.** "Association" or "Association of Co-owners" means Tamarack Place Homeowners Association, the Michigan non-profit corporation of which all Co-owners shall be members, which shall administer, operate, manage and maintain the Project.

(c) **Association Bylaws.** "Association Bylaws" means the corporate Bylaws of the Association organized to manage, maintain and administer the Project.

(d) **Common Elements.** "Common Elements", where used without modification, means the portions of the Project other than the condominium units, including all general and limited common elements described in Article IV of this Master Deed.

(e) **Condominium Bylaws.** "Condominium Bylaws" means Exhibit "A" to this Master Deed, which are the Bylaws setting forth the substantive rights and obligations of the Co-owners.



(f) **Condominium Documents.** "Condominium Documents" means this Master Deed with its exhibits, the Articles of Incorporation, the Condominium Bylaws, the Association Bylaws, the Rules and Regulations adopted by the Board of Directors of the Association, and any other document that affects the rights and obligations of a Co-owner in the Condominium.

(g) **Condominium Property.** "Condominium Property" means the land described in Article II, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to the Condominium Property.

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

(i) **Condominium Unit.** "Condominium Unit", "Unit" or "Building Site" means a single residential building site which is designed and intended for separate ownership and use, as described in this Master Deed.

(j) **Co-owner.** "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such entities who or which own a Condominium Unit in the Project, including the vendee of any land contract of purchase who is not in default under the contract. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

(k) **Developer.** "Developer" means Blue South Sunridge, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, wherever and however such term is used in the Condominium Documents.

(l) **Development and Sales Period.** "Development and Sales Period" means the period continuing for as long as Developer or its successors and assigns continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.

(m) **General Common Elements.** "General Common Elements" means those Common Elements of the Project described in Section 4.1, which are for the use and enjoyment of all Co-owners in the Project.

(n) **Limited Common Elements.** "Limited Common Elements" means those Common Elements of the Project described in Section 4.2, which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

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

(p) **Percentage of Value.** "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

(q) **Percentage of Value Factor.** "Percentage of Value Factor" shall be the number assigned to each Unit as shown on Exhibit D to the Master Deed, or on a subsequently executed and recorded amendment to the Master Deed, which shall be used in the calculation of the Percentage of Value of each such Unit.

(r) **Project.** "Project" or "Condominium" means Tamarack Place, a residential site condominium development established in conformity with the provisions of the Act.

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

**3.2 Applicability.** Whenever any reference is made to one gender, it will be assumed to include any and all genders where such reference would be appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference would be appropriate.

## ARTICLE IV

### COMMON ELEMENTS

**4.1 General Common Elements.** The General Common Elements are:

(a) **Land.** The land described in Article II of this Master Deed (except for that portion described in Section 5.1 as constituting a part of a Condominium Unit, and any portion designated in Exhibit B as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress and utility installation over, across and through non-condominium property or individual Units in the Project;

(b) **Improvements.** The private roadways; the common walkways (if any); and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Condominium Unit, or designated as a Limited Common Element on the Condominium Subdivision Plan, as recorded as part of this Master Deed. All structures and improvements located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements;

(c) **Electrical.** The street lighting system and the electrical transmission system throughout the Project up to, but not including, the point of lateral connection

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

(d) **Gas.** The natural gas line network and distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(e) **Storm Drainage.** The storm drainage and/or retention system throughout the Project;

(f) **Telephone.** The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(g) **Telecommunications.** The cable television and/or other telecommunications systems installed throughout the Project up to but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(h) **Water.** The underground sprinkling system for the Common Elements (if any), and the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(i) **Sanitary Sewer.** The sanitary sewer system throughout the Project (if any) up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(j) **Entry Improvements.** The entry signage and other improvements located at the entry to the Project (if any);

(k) **Miscellaneous.** All other Common Elements of the Project which are not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

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

**4.2 Limited Common Elements.** The Limited Common Elements are:

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

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

**(b) Subterranean Land.** The subterranean land located within Unit boundaries, from and below a depth of fifteen (15) feet as shown on Exhibit B, including all utility and/or supporting lines located on or beneath such land;

**(c) Subsurface Improvements.** The portion of any footing or foundation extending more than fifteen (15) feet below surrounding grade level;

**(d) Water Wells.** The water well, if any, (including well shafts, pumps, and distribution lines) located within or beneath Unit boundaries and serving only the residence constructed on that Unit;

**(e) Septic Systems.** The septic tank and drain field, if any, (including distribution lines) located within or beneath Unit boundaries and serving only the residence constructed on that Unit;

**(f) Yard Areas.** The portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan (Exhibit B), which is limited in use to the Unit of which it is a part;

**(g) Delivery Boxes.** The mail and/or paper box that is located on a Unit or permitted by the Association to be located on the General Common Elements to serve a residence constructed on a Unit;

**(h) Driveways and Sidewalks.** The portion of any driveway and sidewalk, if any, located between the Unit and the paved common roadway; and

**(i) Miscellaneous.** Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan attached as Exhibit B or in any future amendment to the Master Deed made by the Developer or the Association.

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

**4.3 Maintenance Responsibilities.** Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

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

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

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

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

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

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

Notwithstanding anything in the Condominium Documents to the contrary, the Developer and Association agree that if the Association or Developer fails to

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

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

**4.4 Oversight Authority.** While it is intended that each Co-owner will be solely responsible for the performance and cost of maintaining, repairing and replacing the residence and all other improvements constructed or located within a Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of the residence, improvements, or any appurtenant Limited Common Element in a proper manner and in accordance with the standards adopted by the Association.

**(a) Maintenance by Association.** In the event a Co-owner fails, as required by this Master Deed, the Condominium Bylaws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace or otherwise maintain his Unit, any structure or improvement located within the Unit or any appurtenant Limited Common Element, the Association (and/or the Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake such periodic exterior maintenance functions with respect to residences, yard areas or other improvements constructed or installed within any Unit boundary as it may deem appropriate; provided, that the Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

**(b) Assessment of Costs.** All costs incurred by the Association or the Developer in performing any maintenance functions that are the primary responsibility of a Co-owner shall be charged to the affected Co-owner or Co-owners and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Co-Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all

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

**4.5 Power of Attorney.** By acceptance of a deed, mortgage, land contract or other document of conveyance or encumbrance, all Co-owners, mortgagees and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association (after the Development and Sale Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any part of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to the exercise of such powers.

**4.6 Separability.** Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

## ARTICLE V

### ESTABLISHMENT AND MODIFICATION OF UNITS

**5.1 Description of Units.** A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Condominium Subdivision Plan as surveyed by the Project's consulting engineers and surveyors, licensed professional surveyor. Site plans have been filed with the Township of Marion. Each Unit shall include all the space located within Unit boundaries and above to include a depth of fifteen (15) feet below and a height of forty (40) feet above the surface, as shown on Exhibit B, together with all appurtenances to the Unit.

**5.2 Percentage of Value.** The total value of the Project is 100, and the percentage of such value which is assigned to each of the one hundred forty-four (144) Condominium Units in the Project is shown on Exhibit D. The determination of the Percentage of value Factor for each Unit was made by the Developer after reviewing the comparative characteristics of each Unit, including market value, size, location, and allocable expenses of maintenance. The Percentage of Value Factor assigned to each Unit shall be changed only in the manner permitted by Article IX, expressed in an Amendment to this Master Deed and recorded in the office of the register of deeds in the County where the Project is located. The Percentage of Value of an existing unit will be reduced as the Project is expanded to include additional Units or increased as the Project is contracted. Based on these considerations, the Developer has determined that the Percentage of Value Factor will be the same for each Unit. Therefore, based on one hundred forty-four (144) Units, the percentage of value for each Unit is 0.69444444%.

**5.3 Unit Modification.** The number, size and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time by the Developer or its successors and assigns without the consent of any Co-owner, mortgagee or other interested person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or which is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or Purchaser and the mortgagee of such Unit. The Developer may also, in connection with any such modification, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such changes based upon the method of original determination of Percentages of Value for the Project.

**5.4 Conditions Precedent.** Unless prior approval has been obtained from the title insurance company issuing policies to Unit purchasers, no Unit modified pursuant to Section 5.3 shall be conveyed until an amendment to the Master Deed reflecting all material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any such amendments, and to have granted a Power of Attorney to the Developer and its successors for such purpose which is similar in nature and effect to that described in Section 4.5 of this Master Deed.

## ARTICLE VI

### NONEXPANDABILITY OF THE CONDOMINIUM

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

## ARTICLE VII

### CONTRACTION OF CONDOMINIUM

**7.1 Limits of Contraction.** The Condominium Project established by this Master Deed consists of one hundred forty-four (144) Condominium Units and may, at the election of the Developer, be contracted any lesser number of units.

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

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



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

**7.3 Contraction not Mandatory.** There is no obligation on the part of the Developer to contract the Condominium Project nor is there any obligation to withdraw portions of the Project in any particular order nor to construct particular improvements on any withdrawn lands. The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will, however, be residential in character or at least not be detrimental to the adjoining residential development.

**7.4 Amendment(s) to Master Deed.** A withdrawal of lands from this Condominium Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which amendment(s) will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.2 in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendment or amendments.

**7.5 Additional Provisions.** Any amendment or amendments to the Master Deed made by the Developer to contract the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project; and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in the Developer's judgment to enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

## ARTICLE VIII

### EASEMENTS

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

**8.2 Easements Reserved by Developer.** Developer reserves nonexclusive easements for the benefit of itself, its successors and assigns which may be used at any time or times without the payment of any fee or charge other than the reasonable cost of corrective work performed, utilities consumed and/or maintenance required as a direct result of such use:

(a) to use, improve and/or extend all roadways, drives and walkways in the Condominium for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in Article VI; and

(b) to utilize, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the land described in Article 2.1.

(c) for any other purpose beneficial to the Condominium Project.

**8.3 Easement Reserved for Unexercised Future Development Area.** If any portion of the property described as Future Development Area in Article VI, Section 6.1 as amended is not included in the Condominium Project by subsequent amendments to this Master deed within the time limits set forth in Section 6.2 hereof, the Developer, or any assignee subsequently owning such parcels of undeveloped Future Development Area, shall be automatically granted easements for utilities, amenities, improvements, and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project. Easements shall include all Common Elements of the Condominium Project. If expansion occurs that automatically creates easements, cost sharing shall be established to share equitably and ratably in the direct expenses for utilities, amenities, maintenance, improvements, and access as described in this section.

**8.4 Easement Reserved for Developer for Contracted or Withdrawn Areas.** If any portion of the Condominium Project is contracted or withdrawn by the Developer during the time limits set forth in Section 67(3) of the Michigan Condominium Act, such withdrawn parcels (whether owned by the Developer or a successor or assign) shall be automatically granted easements for utilities, amenities, improvements, and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project. If expansion occurs that automatically creates easements for utility and access purposes between separate projects, cost sharing shall be established to share equitably and ratably in the direct expenses for utilities, amenities, improvements, and access as described in section 8.3.

**8.5 Developer Responsibility.** So long as the Developer owns one or more of the Units in the Project, it shall be subject to the provisions of this Master Deed and of the Act.

## ARTICLE IX

### AMENDMENT AND TERMINATION

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

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

**9.2 Post-Conveyance Amendments.** If there is a Co-owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

(a) **Non-Material Changes.** An amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the number or dimensions of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

(b) **Material Changes.** An amendment may be made even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds of the Co-owners and to the extent required by law, mortgagees. However, a Co-owner's Unit dimensions or Limited Common Elements may not be modified without his consent, nor may the method or formula used to determine Percentages of Value for the Project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of the Developer and each affected Co-owner and mortgagee. Rights reserved by the Developer, including without limitation rights to amend for purposes of contraction or modification of units, shall not be further amended without the written consent of the Developer so long as the Developer or its successors and assigns continue to own and to offer for sale any Unit in the Project. For purposes of this sub-section, a mortgagee shall have one vote for each first mortgage held.

(c) **Compliance With Law.** Material amendments may be made by the Developer without the consent of Co-owners and mortgagees, even if the amendment will materially alter or change the rights of Co-owners and mortgagees, to achieve compliance with the Act, administrative rules, interpretations or orders adopted by the Administrator or by the Courts pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) **Reserved Developer Rights.** A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purposes reserved by the Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall their provisions be modified in any way without the written consent of the Developer, or its successors or assigns.

(e) **Consolidating Master Deed.** An As Built Amendment may be prepared and recorded by the Developer as required by the Act when construction of the Project has been completed. Such documents may incorporate changes made by

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

**(f) Costs of Amendments.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees, the costs of which are expenses of administration. The Co-owners and mortgagees of record (when required) shall be notified of proposed amendments under this Section not less than ten (10) days before the amendment is recorded.

**9.3 Project Termination.** If there is a Co-owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than eighty percent (80%) of the Co-owners and mortgagees, in the following manner:

**(a) Termination Agreement.** Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the register of deeds office in the County where the Project is located.

**(b) Real Property Ownership.** Upon recording a document terminating the Project, the property constituting the Condominium shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately prior to such recording. As long as the tenancy in common lasts, each Co-owner and his/her heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property which formerly constituted their Condominium Unit.

**(c) Association Assets.** Upon recording a document terminating the Project, any rights the Co-owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before such recording, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

**(d) Notice to Interested Parties.** Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds.

## ARTICLE X

### WITHDRAWAL OF PROPERTY

#### **10.4 Withdrawal of Property.**

(a) **Withdrawal by Developer.** Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of Units or Improvements in the Project that are identified as “need not be built” during a period ending 10 years after the date of commencement of construction by Developer of the Project, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as “must be built” without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Project, the time period is the greater of (i) the 10-year period set forth above or (ii) 6 years after the date Developer exercised its rights regarding either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements.

(b) **Withdrawal by Association.** If Developer does not withdraw the undeveloped portions of the Project from the Project or convert the undeveloped portions of the Project to “must be built” before the time periods set forth in section 10.4(a) expire, the Association, by an affirmative two-thirds majority vote of Owners in good standing, may declare that the undeveloped land shall revert to the general common elements and all rights to construct Units on the undeveloped land shall cease. When such a declaration is made, the Association shall provide written notice of the declaration to Developer or its successor by first-class mail at its last known address. Within sixty (60) days after receipt of the notice, Developer or its successor may withdraw the undeveloped land or convert the undeveloped condominium units to “must be built.” However, if the undeveloped land is not withdrawn or the undeveloped condominium units are not converted within 60 days, the Association may file the notice of the declaration with the register of deeds in the County in which the Project is located. The declaration takes effect on recording by the register of deeds. The Association shall also file notice of the declaration with the local supervisor or assessing officer.

## ARTICLE XI

### ASSIGNMENT OF DEVELOPER RIGHTS

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

**THIS MASTER DEED** has been executed by the Developer as of the day and year which appear on page one.

Blue South Sunridge, LLC,  
a Michigan limited liability company

By: \_\_\_\_\_  
Scott R. Jacobson  
Authorized Representative

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2021, by Scott R. Jacobson, Authorized Representative of Blue South Sunridge, LLC, a Michigan limited liability company known to me to be the same person who executed the foregoing Document and who acknowledges the same to be their free act and deed.

\_\_\_\_\_

Notary Public  
\_\_\_\_\_ County, MI  
Acting in the County of \_\_\_\_\_  
My commission expires:

## EXHIBIT A

### CONDOMINIUM BYLAWS

#### TAMARACK PLACE HOMEOWNERS ASSOCIATION

### ARTICLE I

#### ASSOCIATION OF CO-OWNERS

**1.1 Organization.** Tamarack Place, a residential site condominium project located in the Township of Marion, Livingston County, Michigan (the "Project") is being developed in four phases to comprise a maximum of one hundred forty-four (144) building sites (the "Units"). Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Co-owners organized as a non-profit corporation under the laws of the State of Michigan (the "Association"). The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Co-owners, prospective purchasers, mortgagees, and prospective mortgagees of Units in the Project.

**1.2 Compliance.** All present and future Co-owners, mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of Act No. 59, P.A. 1978, as amended (the "Condominium Act" or "Act"), the Master Deed and all amendments thereto, the Condominium Bylaws, the Association's Articles of Incorporation, the Association's Bylaws, and other Condominium Documents that pertain to the use and operation of the Condominium property. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

### ARTICLE II

#### MEMBERSHIP AND VOTING

**2.1 Membership.** Each Co-owner of a Unit in the Project, during the period of his ownership, shall be a member of the Association and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to his Condominium Unit.

**2.2 Voting Rights.** Except as limited in the Master Deed and in the Bylaws, each Co-owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned by him, when voting by value. Voting shall be by number, except in those instances where voting is specifically required to be otherwise by the Act, Master Deed, or Bylaws, and no cumulation of votes shall be permitted.

**2.3 Eligibility to Vote.** No Co-owner other than the Developer will be entitled to vote at any meeting of the Association until he has presented written evidence of ownership of a Unit in the Project, nor shall he be entitled to vote (except for elections pursuant to Section 3.4) prior to the Initial Meeting of Members. A Co-owner shall be permitted to vote only if he is not in default in payment of assessments levied against the Co-owner's Unit. The Developer shall be entitled to vote only those Units to which it still holds title.

**2.4 Designation of Voting Representative.** The person entitled to cast the vote for each Unit, and to receive all notices and other communications from the Association, shall be designated by a certificate signed by all the record owners of such Unit and filed with the Secretary of the Association. The certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, and the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

**2.5 Proxies.** Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

**2.6 Majority.** At any meeting of members at which a quorum is present, fifty-one percent (51%) of the Co-owners entitled to vote and present in person or by proxy (or written vote, if applicable), shall constitute a majority for the approval of the matters presented to the meeting, except in those instances in which a majority exceeding a simple majority is required by these Bylaws, the Master Deed or by law.

### ARTICLE III

#### MEETINGS AND QUORUM

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

**3.2 Annual Meeting of Members.** After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the



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

**3.3 Advisory Committee.** Within one year after the initial conveyance by the Developer of legal or equitable title to a Co-owner of a Unit in the Project, or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, two or more persons shall be selected by the Developer from among the non-developer Co-owners to serve as an Advisory Committee to the Board of Directors (the "Advisory Committee"). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the non-developer Co-owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by the Advisory Committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree.

**3.4 Board Composition.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units that may be created in the Project, at least 1 director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created in the Project, and before conveyance of 90% of such Units, the non-developer Co-owners shall elect all directors on the Board except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created.

**3.5 Owner Control.** If 75% of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner, the non-developer Co-owners shall have the right to elect a number of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer will have the right to elect a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in Section 3.4. Application of this provision does not require a change in the size of the Board as designated in the Association Bylaws.

**3.6 Mathematical Calculations.** If the calculation of the percentage of members of the Board that the non-developer Co-owners have a right to elect, or the product of the number of members of the Board multiplied by the percentage of Units held by the non-developer Co-owners results in a right of non-developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number.

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

**3.7 Quorum of Members.** The presence in person or by proxy of fifteen (15%) percent of the Co-owners entitled to vote shall constitute a quorum of members. The written vote of an owner furnished at or prior to a meeting, at which meeting such owner is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

**3.8 Electronic Participation.** Electronic participation in meetings is governed by Article XIV of the Articles of Incorporation. In accordance with those provisions, the Board of Directors may hold a meeting of shareholders or members that is solely by means of remote communication.

## **ARTICLE IV**

### **ADMINISTRATION**

**4.1 Board of Directors.** The business, property and affairs of the Association shall be managed by a Board of Directors to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until such time as their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation, or any successors to such directors selected by the Developer before the initial meeting of members, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors elected by the members of the Association, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents. A service contract or management agreement entered into between the Association and the Developer or affiliates of the Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within ninety (90) days after the initial meeting has been held and on thirty (30) days notice at any time for cause.

**4.2 Powers and Duties.** The Board shall have all powers and duties necessary for the administration of the affairs of the Association and may take all actions in support of such administration that are not prohibited by the Condominium Documents or specifically reserved to the members. The powers and duties to be exercised by the Board shall include, but not be limited to, the following:

- (a) Care, upkeep and maintenance of the Common Elements;
- (b) Development of an annual budget, and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium;
- (c) Employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property;

(d) Adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws;

(e) Opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association, and designating signatories required for such purposes;

(f) Obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration;

(g) Granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;

(h) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium on behalf of the Co-owners;

(i) Making repairs, additions and improvements to, or alterations of, the Common Elements, and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(j) Asserting, defending or settling claims on behalf of all Co-owners in connection with the Common Elements of the Project and, upon written notice to all Co-owners and compliance with Article XIII of the Articles and Section 13 of these Bylaws, instituting actions on behalf of and against the Co-owners in the name of the Association;

(k) Filing and/or recording an extension to preserve and continue any restrictions or covenants contained in the Condominium Documents, to prevent lapse or termination of the same under the Michigan Marketable Record Title Act, MCL 565.101, or other applicable law; and

(l) Such further duties as may be imposed by resolution of the members of the Association or that may be required by the Condominium Documents or the Act.

**4.3 Books of Account.** The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. The accounts shall be open for inspection by the Co-owners and their mortgagees during reasonable hours.

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

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

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

**4.4 Maintenance, Repair, and Replacement.** The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in section 6.3 of these Bylaws) is as follows:

(a) All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

(b) All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed, shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain, repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements.

**4.5 Reserve Fund.** The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by Section 105 of the Act, MCL 559.205. Such fund shall be established in the minimum amount required on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level that is equal to or greater than 10% of the then current annual budget of the Association on a non-cumulative basis. The minimum standard required by this Section may prove to be inadequate for a particular project. The Association of Co-owners should carefully analyze the Condominium Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

**4.6 Construction Liens.** A construction lien arising as a result of work performed on a Condominium Unit or on an appurtenant Limited Common Element shall attach only to the Unit

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

**4.7 Managing Agent.** The Board may employ a Management Company or Managing Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. The Developer or any person or entity related to the Developer may serve as Managing Agent provided, however, that any compensation paid to the Developer shall be at competitive rates.

**4.8 Officers.** The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only upon the affirmative vote of sixty-seven (67%) percent or more of all Co-owners.

**4.9 Indemnification.** All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Co-owners, in the manner and to the extent provided by the Articles and/or the Association Bylaws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion.

## ARTICLE V

### ASSESSMENTS

**5.1 Administrative Expenses.** The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance securing the interests of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of such Common Elements shall be receipts of administration.

**5.2 Determination of Assessments.** Assessments will be determined in accordance with the following provisions:

(a) **Initial Budget.** The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year that will project all

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

**(b) Budget Adjustments.** If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the Common Elements; (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not exceeding \$3,000 or \$100 per Unit annually, whichever is less; or (4) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

**(c) Special Assessments.** Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board of Directors from time to time with the approval of the Co-owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than \$3,000 in any year; (2) assessments to purchase a Unit upon foreclosure of the lien described in Section 5.5; or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of sixty-seven (67%) percent or more of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

**5.3 Apportionment of Assessments.** All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Co-owners on the basis of such Units Percentage of Value as set forth in the Master Deed, or any amendment to the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board shall elect some other periodic payment schedule, annual assessments will be payable by Co-owners in twelve (12) equal monthly installments, commencing with the acceptance of a deed to, or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by the Developer, may relieve a Unit Owner (including the Developer) who has not constructed a residence within his Unit from payment,

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

**5.4 Expenses of Administration.** The expenses of administration shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting. The Board shall advise each Co-owner in writing of the amount of common charges payable by him and shall furnish copies of each budget containing common charges to all Co-owners.

**5.5 Collection of Assessments.** Each Co-owner shall be obligated for the payment of all assessments levied upon his Unit during the time that he is the Owner of the Unit, and no Co-owner may become exempt from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his Unit.

**(a) Legal Remedies.** In the event of default by any Co-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 and charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for other taxes or liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any public taxing authority and sums unpaid upon a first mortgage recorded prior to the recording of any notice of lien by the Association, and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by Section 108 of the Act, MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, a receiver may be appointed and reasonable rental for the Unit may be collected from the Co-owner or anyone claiming under him, and all expenses incurred in collection, including interest, costs and actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default.

**(b) Sale of Unit.** Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed and such purchaser or

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

**(c) Self-Help.** The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation, or may discontinue the furnishing of services to a Co-owner in default under any of the provisions of the Condominium Documents upon seven (7) days written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues; provided, that this provision shall not operate to deprive any Owner of ingress and egress to and from his Unit.

**(d) Application of Payments.** Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments of assessments in default in order of their due dates.

**5.6 Financial Responsibility of the Developer.** The responsibility of Developer for assessments is as follows:

**(a) Pre-Turnover Expenses.** Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of general or special assessments. At the time of the initial meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

**(b) Post-Turnover Expenses.** After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by Developer until construction of a building on a Unit is completed.

**(c) Exempted Transactions.** Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement, capital improvements or additions, or to finance litigation or other claims against Developer.



## ARTICLE VI

### TAXES, INSURANCE AND REPAIR

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

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

**6.2 Insurance Coverage.** The Association shall be appointed as Attorney-in-Fact for each Co-owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent applicable: casualty insurance with extended coverage, vandalism and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance (if applicable) pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, the mortgagees, and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) **Co-owner Responsibilities.** Each Co-owner will be responsible for obtaining casualty insurance coverage at his own expense with respect to the residential building and all other improvements constructed or located within the perimeters of his Condominium Unit, and for the Limited Common Elements appurtenant to his Unit. It shall also be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his Unit or elsewhere on the Condominium, for personal liability for occurrences within his Unit or on the Limited Common Elements appurtenant to his Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of his residence. The Association and all Co-owners shall use their best efforts to ensure that all insurance carried by the Association or any Co-owner contains appropriate provisions permitting the waiver of the right of subrogation as to any claims against any Co-owner or the Association for insured losses.

(b) **Common Element Insurance.** The General Common Elements of the Project shall be insured by the Association against fire and other perils covered

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

(c) **Fidelity Insurance.** The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, trustees, and employees, and all others who are responsible for handling funds of the Association.

(d) **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Co-owner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or other interest in the Condominium or the Condominium Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

(e) **Indemnification.** Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages, costs, and judgments, including actual attorneys' fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Co-owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Co-owner, the Developer, or the Association, which rights are waived.

(f) **Premium Expenses.** Except as otherwise provided, all premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

**6.3 Reconstruction and Repair.** If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision as to whether or not it will be reconstructed or repaired will be made in the following manner:

(a) **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80% or more of the Co-owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. However, if the damaged property is a common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80% or more of the Co-owners agreeing not to repair or rebuild includes the Co-owners of all such Units.

(b) **Limited Common Elements and Improvements.** If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and such Co-owner shall be

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

**(c) Reconstruction Standards.** Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless prior written approval for changes is obtained from the Association or its Architectural Review Committee.

**(d) Procedure and Timing.** Immediately after the occurrence of a casualty causing damage to Common Elements which is to be reconstructed or repaired, the responsible party shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair the funds for the payment of such costs are insufficient, an assessment shall be levied against all Co-owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

**6.4 Eminent Domain.** The following provisions will control upon any taking by eminent domain:

**(a) Condominium Units.** In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for such taking shall be paid to the Co-owner of the Unit and any mortgagee, as their interests may appear. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Condominium Project.

**(b) Common Elements.** In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use and/or distribution to its members. The affirmative vote of 67% or more of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

**(c) Amendment to Master Deed.** In the event the Condominium Project continues after taking by eminent domain, the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly and, if any Unit shall have been taken, Article V of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the

Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Co-owner.

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

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

## ARTICLE VII

### CONSTRUCTION REQUIREMENTS

**7.1 Design Standards.** Neighborhood design standards, when properly implemented, convey quality, value and stability to homeowners. The standards which follow are intended to promote consistency of architecture and landscape design. The implementation of these standards plays a direct role in developing a neighborhood and in preserving real estate values.

**7.2 Developer Approvals.** During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plan, that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole.

**7.3 Review Committee.** Developer has or will establish an Architectural Review Committee (the "Review Committee"). The mission of such a Review Committee is to ensure that all plans submitted for review meet the criteria established in the design standards. The design standards for the Project as implemented by the Review Committee will provide sufficient control to ensure compatibility with the overall neighborhood image.

**7.4 Architectural Review.** Except for residences constructed or modified by the Developer (or an affiliate of the Developer) during the Development and Sales Period, no building, structure or other improvements shall be constructed within the perimeters of a Condominium Unit or elsewhere on the Condominium Property, nor shall any exterior modification be made to any existing building, structure or improvement, unless plans and specifications containing such detail as

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

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

**7.6 Specific Requirements.** All approvals required by this Article shall comply with the following requirements:

**(a) Construction Materials.** Each residence shall be finished with wood, masonry (brick), vinyl or other approved exterior.

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

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

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

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

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

**(d) Fencing.** Wood fences and chain link fences are prohibited. No fence may be installed in a front yard. For purpose of this subsection, corner Units abutting two streets, including future planned streets, shall be considered to have 2 front yards. Each unit owner may enclose a portion of his backyard with a decorative white vinyl fence or a wrought aluminum fence black in color,, but only after the Review Committee has approved in writing the location of the fence. The enclosed area shall be landscaped or improved in a manner approved in writing by the Review Committee and maintained by the Unit Owner at a level acceptable to the Review Committee.

**(e) Pools.** Above-ground pools are prohibited. In-ground pools are permitted only with prior written approval from the Review Committee. Approved pools must be located in the rear yard and properly fenced and maintained. Notwithstanding the foregoing, a children's play pool not more than 40 square feet with a capacity to hold less than 10 inches of water may be used provided that such pool is stored indoors when not in use.

**(f) Landscaping and Lawn Maintenance.** Each Co-owner is required to install and maintain a minimum level of landscaping, including lawn, gardens, and shrubs. Landscaping and lawn improvements shall be installed no later than 6 months following occupancy, unless weather delays installation, in such cases the improvements shall be installed no later than 9 months following occupancy. Landscape additions, changes and modifications must be approved in writing by the Review Committee prior to installation. The Review Committee will adhere to the following standards, plus other requirements as the Review Committee may specify.

- (i)** Requests for approval must be accompanied by a written plan, showing location, sizes, colors and other details that may be helpful to the Review Committee.
- (ii)** Retaining walls shall be constructed of materials, colors and textures that are natural in appearance. Decorative interlocking concrete block retaining walls are permitted.
- (iii)** The Review Committee reserves the right to limit the location, size and quantity of ornamental structures and decorations. Examples of these items include windmills, bird baths, lawn statuary, plastic flamingos, flag poles, etc.
- (iv)** Produce gardens may be permitted with Review Committee approval. Produce gardens will be limited to no more than 200 square feet, located in the rear yard, and must be at least 8 feet from the property line, or contained within a fenced area.
- (v)** No trees with a diameter greater than 4 inches may be removed without Review Committee approval, unless an urgent safety concern exists.

The following maintenance standards are required:

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

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

**(g) Sheds and Other Accessory Buildings.** Sheds and other free-standing accessory structures may be erected only with prior written approval of the Review Committee, in accordance with the following guidelines:

- (i) The location is limited to the rear yard and no portion of the shed or other accessory structure may be erected within an easement, including but not limited to a drainage easement.
- (ii) The location and dimensions must be approved in writing by the Review Committee.
- (iii) Construction materials shall be wood or vinyl and be subject to prior written approval of the Review Committee. Colors shall be neutral or shall match the home. Roofs shall be asphalt shingle matching the home, or as otherwise approved by the Review Committee.
- (iv) The Co-owner is also obligated to comply with any applicable local ordinances, including but not limited to setback requirements.

**(h) Wells.** No wells may be dug on a Unit, whether for landscaping or any other purpose, other than by the Association or the Developer.

**(i) Trash Containers and Pick Up.** All trash shall be placed in containers approved by the Review Committee and, except for short periods of time reasonably necessary to permit collection, kept either inside the garage or

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

**(j) Letter and Delivery Boxes.** The Review Committee will determine the location, design and permitted lettering of all mail and/or paper delivery boxes. Each Co-owner will pay the reasonable cost of installation and maintenance as determined by the Review Committee.

**(k) Rules and Regulations.** The Developer (and following the Transitional Control Date, the Review Committee) may from time to time publish and enforce various rules and regulations intended to provide a safe, pleasant and attractive residential community. Such Rules and Regulations shall be as enforceable as if contained in these Bylaws or the Master Deed.

**7.7 Codes and Ordinances.** In addition to the Construction Requirements contained in this Article, all buildings and other structures must comply with applicable building, mechanical, electrical and plumbing codes in effect at the time the building or structure is erected.

**7.8 Reserved Developer Rights.** The purpose of this Article is to ensure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and its provisions shall be binding upon both the Association and upon all Co-owners in the Project. During the Development and Sales Period, the Developer may construct dwellings or other improvements on the Condominium Premises without the necessity of prior consent from the Association, its Architectural Review Committee or any other person or entity, subject only to the express limitations contained in this Article; provided, however, that all dwellings and improvements shall, in the reasonable judgment of the Developer or its architect, be architecturally compatible with the structures and improvements constructed elsewhere on the Condominium Property. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Condominium Property as may be reasonable to enable development and sale of the entire Project.

**7.9 Committee Appointment.** Until such time as dwellings have been constructed within all of the Units, the Developer may designate the members of the Architectural Review Committee. Promptly after completion of construction of the final dwelling in the Project, if rights of appointment have not previously been assigned to the Association, the Developer representatives shall resign from the Committee and the Board of Directors of the Association shall appoint three (3) new members to the Review Committee. In each succeeding year, or at such other intervals as the Board of Directors may decide, the Board of Directors shall appoint or re-appoint three (3) members to serve on the Review Committee.

**7.10 Permitted Variance.** The Architectural Review Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to the extent and in such a manner as do not violate the spirit and intent of such requirements.



## ARTICLE VIII

### USE AND OCCUPANCY RESTRICTIONS

**8.1 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 or purposes incidental to residential use. While the Township of Marion residential zoning standards may permit uses other than single-family residential uses, the Condominium Documents preclude all such non-residential permitted uses. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood, are expressly declared to be incidental to primary residential use. To qualify as a home occupation, there must be: (i) no sign or display which indicates from the exterior that the residence is being used for any purpose other than that of a single family dwelling; (ii) no goods or commodities sold upon the premises; and (iii) no mechanical or electrical equipment is used, other than personal computers and other office type equipment. In no event shall any barber shop, styling salon, beauty parlor, tearoom, day care center, animal hospital, or any other form of animal care and/or treatment such as dog grooming, be considered a home occupation. Day care centers offering care for no more than six (6) children at any time shall be deemed to be a home occupation, providing all other provisions of this paragraph are observed. No building intended for other business uses, and no rooming house, day care facility, foster care residence or other commercial use of any kind shall be erected, placed or permitted on any Unit.

**8.2 Common Areas.** The Common Elements shall be used only by the Co-owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, that any parking areas, landscaped or garden areas, storage facilities or other common areas designed for a specific purpose shall be used only for the purposes approved by the Board. Specifically, the Board may designate portions of lawns as non-recreational areas, and may prevent access or use of such areas for all recreational purposes. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease or easement presently in existence or entered into by the Board or the Developer at some future date which affects all or any part of the Common Elements.

**8.3 Use and Occupancy Restrictions.** In addition to the general requirements of Sections 8.1 and 8.2, the use of the Project and its Common Elements by any Co-owner shall be subject to the following specific restrictions:

(a) **Exterior Changes.** No Co-owner shall make any additions, alterations, or modifications to any of the Common Elements nor make any changes to the exterior appearance of the residence or other improvements located within the perimeters of his Unit without prior approval of Developer or the Architectural Review Committee. A change in the color of a building or a significant landscaping change is included within the meaning of a change in exterior appearance.

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

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

**(c) Unit Rental.** No portion of a Unit may be rented and no transient tenants may be accommodated in any building; provided, that this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.

**(d) Nuisances.** No nuisances shall be permitted on the Condominium Property nor shall any use or practice be permitted which is a source of annoyance to, or which interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors, or that will cause excessive noise which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Units.

**(e) Prohibited Uses.** No immoral, improper, offensive or unlawful use shall be made of the Condominium Property, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Association. No Co-owner shall permit anything to be done or kept in his Unit or elsewhere on the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which would violate any law.

**(f) Signs.** No signs or other advertising devices other than those of a design and specification defined by the Developer or the Board of Directors shall be displayed on any Unit or Common Element. Such design standards may specify placement, size, color, materials, frame and post specifications, and such other items as are deemed in the sole discretion of the Developer or Board of Directors to impact the image and ambiance of the Community.

**(g) Exterior Lighting.** Carriage lights, front entry lights, exterior wall lighting and landscape lighting may be installed providing a warm effect but only

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

**(h) Satellite Dishes and Solar Panels.** No satellite dish or solar panel may be installed on any Unit until the type, design and location has been approved in writing by Developer or the Review Committee.

**(i) Personal Property.** No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles of personal property outside a residence or closed storage building. This restriction shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio, deck or balcony appurtenant to a residence located within his Unit; provided, that no such furniture or other personal property shall be stored on any open patio, deck or balcony which is visible from another Unit or from the Common Elements of the Project during the winter season.

**(j) Firearms and Weapons.** No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, paintball guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles or devices anywhere on or about the Condominium Property.

**(k) Pets and Animals.** No animals, fowl, or livestock may be kept or maintained on any unit except for dogs, cats, or other household pets without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage or dangerous animal shall be kept on the Condominium Property and no animal may be kept or bred for commercial purposes.

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

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

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

**(l) Recreational Vehicles and Parking.** Except as otherwise provided herein, no recreational vehicle, watercraft, snowmobile, camper, or trailer of any kind shall be parked or stored on any Unit unless such item is stored within the garage, with the garage door fully closed. Motor homes, campers, or trailers may be temporarily parked outside on the driveway for no longer than 72 consecutive hours and no longer than 30 cumulative days in any calendar year. No snowmobile, all-terrain vehicle or other off-road motorized recreational vehicle shall be operated on the Condominium Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

**(m) Common Elements.** The General Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash). No vehicles shall be parked on or along the private drive(s) (except in the event of approved parties or receptions generating a need for off-site parking). No Co-owner shall restrict access to any utility line or other area that must be accessible to service the Common Elements or which affects an Association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any Co-owner either in his Unit or upon the Common Elements which despoils the appearance of the Condominium.

**(n) Application of Restrictions.** Absent an election to arbitrate pursuant to these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the Condominium Project.

**(o) Vehicle Parking.** Disabled or unlicensed vehicles may not be parked outside. Vehicles shall be parked in the driveway. No vehicles may be parked on Common Elements overnight, and the Association reserves the right to have such offending vehicles towed at the vehicle owner's expense.

**(p) Commercial Vehicles.** No Unit Owner may park any commercial truck or trailer or any vehicle other than one normally and commonly used for personal transportation on any Unit (except in the garage) or on a private or public roadway within the Condominium Project.

**(q) Registered Sex Offenders.** No person may occupy a Unit, whether as owner, tenant, or member of the household, licensee or regular guest whose name

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

**8.4 Zoning Compliance.** In addition to the restrictions contained in Section 8.3, the use of any Unit or structure located on the Condominium Property must also satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for such use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

**8.5 Rules of Conduct.** Additional rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of Condominium Units and Common Elements, Limited and General, may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Co-owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60% or more of all Co-owners.

**8.6 Enforcement by Developer.** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the Co-owners and all other persons interested in the Condominium. The Developer's rights include, but are not limited to the following:

(a) Care, upkeep and maintenance of the Common Elements. If at any time the Association fails or refuses to carry out its obligations to install, maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom Developer may assign this right may, at its option, elect to maintain, repair and/or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration.;

(b) Drainage easements/soil erosion control measures. If a Unit Owner fails or refuses to timely comply with all of his obligations under Section 8.3(b), the Developer, or any person to whom Developer may assign this right may, at its option, elect to discharge those obligations and to charge the cost to the Unit Owner;

(c) The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any prohibited activity.

**8.7 Co-owner Enforcement.** An aggrieved Co-owner is also entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against

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

**8.8 Remedies on Breach.** In addition to the remedies granted by Section 5.5 for the collection of assessments the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Section 8, to enter the Unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the Co-owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this Article will not constitute a waiver of the right of the Association to enforce such restrictions in the future.

**8.9 Developer Approvals.** During the Development and Sales Period, no buildings, fences, walls, drives, walks or other improvements shall be commenced, erected or maintained, nor shall any addition to, or external change in the appearance of any structure be made (including color and design), nor shall any hedges, trees, plantings or landscaping modifications be made, until plans or specifications acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected, shall have been submitted to and approved in writing by Developer.

The Developer shall have the right to refuse to approve any plans or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such specifications, grading or landscaping plans, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to erect the same, and the degree of harmony with the Project as a whole.

**8.10 Reserved Rights of Developer.** The restrictions contained in this Article shall not apply to the commercial activities of the Developer during the Development and Sales Period, or of the Association in the exercise of the powers and purposes contained in these Bylaws and in the Articles of Incorporation, as they may be amended from time to time. The Developer shall also have the right to conduct construction activities in a commercially reasonable manner and to maintain a sales office, advertising display signs, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Condominium Property as may be reasonable to enable development and sale of the entire Project.

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

## ARTICLE IX

### MORTGAGES

**9.1 Notice to Association.** Any Co-owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled "Mortgagees of Units". Such information relating to mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from or giving notice to mortgagees concerning amendments to the Master Deed or other actions requiring consent or notice to mortgagees under the Condominium Documents or the Act.

**9.2 Insurance.** The Association shall notify each mortgagee appearing in the Mortgagees of Units book, of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of such coverage.

**9.3 Rights of Mortgagees.** Except as otherwise required by applicable law or regulations which are binding on the parties, the holder of a first mortgage of record on a Condominium Unit will be granted the following rights:

(a) **Inspection and Notice.** Upon written request to the Association, a mortgagee will be entitled to: (i) inspect the books and records relating to the Project on reasonable notice during normal business hours; (ii) receive a copy of the annual financial statement which is distributed to Owners; (iii) notice of any default by its mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and (iv) notice of all meetings of the Association, as required by the Act, and its right to designate a representative to attend such meetings.

(b) **Exemption from Restrictions.** A mortgagee which comes into possession of a Condominium Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, shall be exempt from any option or "right of first refusal" on the sale or rental of the mortgaged Unit, including but not limited to, restrictions on the posting of signs pertaining to the sale or rental of the Unit.

**9.4 Additional Notification.** When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of such participation.

## ARTICLE X

### LEASES

**10.1 Notice of Lease.** A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a prospective tenant and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents.

**10.2 Terms of Lease.** Tenants or non-Co-owner occupants shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require such compliance. The owner of each rental unit will present to the Association evidence of certification or registration of the rental unit if required by local ordinance.

**10.3 Remedies of Association.** If the Association determines that any tenant or non-Co-owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

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

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

(c) **Legal Action.** If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the tenant or non Co-owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this Section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or the Condominium Project.

**10.4 Liability for Assessments.** If a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant or non-Co-owner occupant occupying the Co-owner's Unit under a lease or rental agreement and the tenant, after receiving such notice, shall deduct from rental payments due the Co-owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the rental agreement or lease by the tenant.



## ARTICLE XI

### TRANSFER OF UNITS

**11.1 Unrestricted Transfers.** An individual Co-owner may, without restriction under these Bylaws, sell, give, devise or otherwise transfer his Unit, or any interest in the Unit.

**11.2 Notice to Association.** Whenever a Co-owner shall sell, give, devise or otherwise transfer his Unit, or any interest therein, the Co-owner shall give written notice to the Association within five (5) days after consummating the transfer. Such notice shall be accompanied by a copy of the sales agreement, deed or other documents evidencing the title or interest transferred.

**11.3 Association Purchase Option.** If a Unit is occupied in violation of Section 8.3(p), and such violation is not timely cured as set forth therein, the Association may purchase the Unit at a price equal to ninety percent (90%) of the price the Co-owner paid to purchase the Unit or build the residence. The Association may enforce its purchase option by obtaining injunctive relief from any court of competent jurisdiction. If the Association is reasonably required to obtain legal or equitable intervention, the Co-owner shall be responsible for the Association's legal costs, fees and expenses. The Association shall then undertake to resell the Unit in a commercially reasonable manner. Any net proceeds realized by the Association after paying or recovering all Association costs or expenses relating to the acquisition (under this provision), ownership, maintenance, repair or resale of the Unit shall be then paid to the Co-owner. The provisions above shall not be exercised in a manner that results in a loss on a guaranteed loan by a lending institution.

## ARTICLE XII

### ARBITRATION

**12.1 Submission to Arbitration.** Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, and any disputes, claims or grievances arising among or between Co-owners or between such Owners and the Association may, upon the election and written consent of the parties to the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to any such arbitration.

**12.2 Disputes Involving the Developer.** A contract to settle by arbitration may also be executed by the Developer and any claimant with respect to any claim against the Developer that might be the subject of a civil action, provided that:

(a) **Purchaser's Option.** At the exclusive option of a Purchaser or Co-owner in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500.00 and arises out of or relates to a purchase agreement, Condominium Unit or the Project.

**(b) Association's Option.** At the exclusive option of the Association of Co-owners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is \$10,000.00 or less.

**12.3 Preservation of Rights.** Election by any Co-owner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude such party from litigating the dispute, claim or grievance in the courts. Except as provided in these Bylaws, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

## **ARTICLE XIII**

### **CIVIL ACTIONS**

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

**(a)** The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed and supervising and directing any civil actions that are filed.

**(b)** Before an attorney is engaged for purposes of filing a civil action on behalf of the corporation, the Board shall call a special meeting of the members of the corporation ("Litigation Evaluation Meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the Litigation Evaluation Meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information:

**(1)** A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

**(a)** It is in the best interests of the corporation to file a lawsuit;

- (b) That at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;
- (c) Litigation is the only prudent, feasible and reasonable alternative; and
- (d) The Board's proposed attorney for the civil action is of the written opinion that litigation is the corporation's most reasonable and prudent alternative.

(2) A written summary of the relevant experience of the attorney ("Litigation Attorney") the Board recommends be retained to represent the corporation in the proposed civil action, including the following information:

- (a) The number of years the Litigation Attorney has practiced law; and
- (b) The name and address of every condominium and homeowner association for which the Litigation Attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was file.

(3) The Litigation Attorney's written estimate of the amount of the corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(4) The Litigation Attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("Total Estimated Cost"). The Total Estimated Cost of the civil action shall include the Litigation Attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(5) The Litigation Attorney's proposed written fee agreement.

(6) The amount to be specially assessed against each unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per unit basis, as required by subparagraph (f) of this Article XIII.

(c) If the lawsuit relates to the condition of any of the common elements of the Condominium, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the common elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any

expert recommended by the Litigation Attorney or any other attorney with whom the Board consults for that purpose. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the common elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the corporation have a realistic appraisal of the condition of the common elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the members with the written notice of the Litigation Evaluation Meeting.

(d) The corporation shall have a written fee agreement with the Litigation Attorney, and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the members in the text of the corporation's written notice to the members of the Litigation Evaluation Meeting.

(e) At the Litigation Evaluation Meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the Litigation Attorney. The commencement of any civil action by the corporation (other than a suit to enforce the Condominium Bylaws or collect delinquent assessments) shall require the approval of seventy-five percent (75%) in number and in value of all of the members of the corporation. Any proxies to be voted at the Litigation Evaluation Meeting must be signed at least seven (7) days prior to the Litigation Evaluation Meeting.

(f) All legal fees incurred in pursuit of any civil action that is subject to this Article XIII shall be paid by special assessment of the members of the corporation ("Litigation Special Assessment"). The Litigation Special Assessment shall be approved at the Litigation Evaluation Meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all members of the corporation in the amount of the estimated total cost of the civil action. If the Litigation Attorney proposed by the Board is not retained, the Litigation Special Assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the corporation. The Litigation Special Assessment shall be apportioned to the members in accordance with their respective percentage of value interests in the Condominium and shall be collected from the members on a monthly basis. The total amount of the Litigation Special Assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

(g) During the course of any civil action authorized by the members pursuant to this Article XIII, the retained attorney shall submit a written report ("Attorney's Written Report") to the Board every thirty (30) days setting forth:

- (1) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period

immediately preceding the date of the Attorney's Written Report ("reporting period").

- (2) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
- (3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
- (4) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
- (5) Whether the originally estimated total cost of the civil action remains accurate.

(h) The Board shall meet monthly during the course of any civil action to discuss and review:

- (1) The status of the litigation;
- (2) The status of settlement efforts, if any; and
- (3) The Attorney's Written Report.

(i) If, at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the Litigation Special Assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the Litigation Special Assessment. The meeting shall have the same voting requirements as a Litigation Evaluation Meeting.

(j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article XIII ("Litigation Expenses") shall be fully disclosed to members in the corporation's annual budget. The Litigation Expenses for each civil action subject to this Article XIII shall be listed as a separate line item captioned "Litigation Expenses" in the corporation's annual budget.

## ARTICLE XIV

### ELECTRONIC PARTICIPATION

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

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

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

## ARTICLE XV

### MISCELLANEOUS PROVISIONS

**13.1 Definitions.** All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which these Bylaws are attached as an exhibit, or as defined in the Act.

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

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

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

**13.4 Amendment.** These Bylaws may be amended, altered, changed, added to or repealed only in the manner prescribed by Article IX of the Master Deed.

**13.5 Conflicting Provisions.** In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern; in the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied and the provisions of the document having the highest priority shall govern:

- (1) the Master Deed, including the Condominium Subdivision Plan (but excluding these Bylaws);
- (2) these Condominium Bylaws;
- (3) the Articles of Incorporation of the Association;
- (4) the Association (Corporate) Bylaws; and
- (5) the Rules and Regulations of the Association.



June 28, 2021

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

Re: **TAMARACK PLACE**  
Final Site Plan

Dear Mr. Hamann,

We have revised the final site plan drawings for Tamarack Place to address conditions of the Planning Commission recommendation of approval for Tamarack Place. Plans have been revised as noted in the following comments.

- Rear building setback lines have been revised on Units 38 & 39 to provide the 90-foot minimum perimeter setback requirement.
- Bituminous pavement cross-section has been revised to conform to the Marion Township standards. The cross-section depicts 4 inches of HMA on 8 inches of gravel.
- The forebay spillway elevation for Basin N has been adjusted to elevation 900.60 in accordance with the review comment provided by Spicer Group.
- Stormwater outlet is identified in Note 10 on sheet DP.
- Speed Limit signage is depicted on sheets AP1.1 and AP2.1.
- Typical detail and illumination pattern for street lighting has been added to sheet LS2.

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

Respectfully,  
**DESINE INC.**

Wayne M. Perry, P.E.

203925\Final Site Plan re-submittal 06-28-2021







REVISION #	DATE	REVISION DESCRIPTION

TAMARACK PLACE

SITE AERIAL PHOTOGRAPH

CLIENT:  
WESTVIEW CAPITAL, LLC  
785 CLOVE COURT SW  
BIRMINGHAM, AL 35209

SCALE: 1" = 100'  
PROJECT No.: 200903  
DWG NAME: 2009\_03\_P1  
ISSUED: FIVE 25, 2011



NO.	DESCRIPTION	DATE	BY	CHECKED
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				
68				
69				
70				
71				
72				
73				
74				
75				
76				
77				
78				
79				
80				
81				
82				
83				
84				
85				
86				
87				
88				
89				
90				
91				
92				
93				
94				
95				
96				
97				
98				
99				
100				

811  
 Homeowner's Hotline  
 Call before you dig.  
 3 WORKING DAYS  
 CALL 811 1-800-828-7111  
 OR VISIT CALL811.COM

1810 2074633  
 CIVIL ENGINEERS  
 AND ARCHITECTS  
 4510 N. UNIVERSITY BLVD  
 BIRMINGHAM, AL 35202





































**RETENTION BASIN "M" 100 YR. VOLUME CALCULATION**

Retention Basin "M" - 2023  
 Retention Basin "M" - 2023  
 Design Criteria (C) - 1.17'  
 Maximum Channel Flow (CFS) - 2.83

**LOG REQUIREMENTS**

Channel	Station	Flow (CFS)	Depth (ft)	Velocity (ft/s)	Width (ft)	Area (sq ft)	Perimeter (ft)	Hydraulic Radius (ft)	Wetted Perimeter (ft)	Channel Slope (ft/ft)
1	1+00	1.00	0.40	1.56	3.00	0.90	3.00	0.30	3.00	0.000
2	2+00	2.00	0.50	2.51	3.00	1.80	3.00	0.60	3.00	0.000
3	3+00	3.00	0.60	3.46	3.00	2.70	3.00	0.90	3.00	0.000
4	4+00	4.00	0.70	4.41	3.00	3.60	3.00	1.20	3.00	0.000
5	5+00	5.00	0.80	5.36	3.00	4.50	3.00	1.50	3.00	0.000
6	6+00	6.00	0.90	6.31	3.00	5.40	3.00	1.80	3.00	0.000
7	7+00	7.00	1.00	7.26	3.00	6.30	3.00	2.10	3.00	0.000
8	8+00	8.00	1.10	8.21	3.00	7.20	3.00	2.40	3.00	0.000
9	9+00	9.00	1.20	9.16	3.00	8.10	3.00	2.70	3.00	0.000
10	10+00	10.00	1.30	10.11	3.00	9.00	3.00	3.00	3.00	0.000
11	11+00	11.00	1.40	11.06	3.00	9.90	3.00	3.30	3.00	0.000
12	12+00	12.00	1.50	12.01	3.00	10.80	3.00	3.60	3.00	0.000
13	13+00	13.00	1.60	12.96	3.00	11.70	3.00	3.90	3.00	0.000
14	14+00	14.00	1.70	13.91	3.00	12.60	3.00	4.20	3.00	0.000
15	15+00	15.00	1.80	14.86	3.00	13.50	3.00	4.50	3.00	0.000
16	16+00	16.00	1.90	15.81	3.00	14.40	3.00	4.80	3.00	0.000
17	17+00	17.00	2.00	16.76	3.00	15.30	3.00	5.10	3.00	0.000
18	18+00	18.00	2.10	17.71	3.00	16.20	3.00	5.40	3.00	0.000
19	19+00	19.00	2.20	18.66	3.00	17.10	3.00	5.70	3.00	0.000
20	20+00	20.00	2.30	19.61	3.00	18.00	3.00	6.00	3.00	0.000
21	21+00	21.00	2.40	20.56	3.00	18.90	3.00	6.30	3.00	0.000
22	22+00	22.00	2.50	21.51	3.00	19.80	3.00	6.60	3.00	0.000
23	23+00	23.00	2.60	22.46	3.00	20.70	3.00	6.90	3.00	0.000
24	24+00	24.00	2.70	23.41	3.00	21.60	3.00	7.20	3.00	0.000
25	25+00	25.00	2.80	24.36	3.00	22.50	3.00	7.50	3.00	0.000
26	26+00	26.00	2.90	25.31	3.00	23.40	3.00	7.80	3.00	0.000
27	27+00	27.00	3.00	26.26	3.00	24.30	3.00	8.10	3.00	0.000
28	28+00	28.00	3.10	27.21	3.00	25.20	3.00	8.40	3.00	0.000
29	29+00	29.00	3.20	28.16	3.00	26.10	3.00	8.70	3.00	0.000
30	30+00	30.00	3.30	29.11	3.00	27.00	3.00	9.00	3.00	0.000
31	31+00	31.00	3.40	30.06	3.00	27.90	3.00	9.30	3.00	0.000
32	32+00	32.00	3.50	31.01	3.00	28.80	3.00	9.60	3.00	0.000
33	33+00	33.00	3.60	31.96	3.00	29.70	3.00	9.90	3.00	0.000
34	34+00	34.00	3.70	32.91	3.00	30.60	3.00	10.20	3.00	0.000
35	35+00	35.00	3.80	33.86	3.00	31.50	3.00	10.50	3.00	0.000
36	36+00	36.00	3.90	34.81	3.00	32.40	3.00	10.80	3.00	0.000
37	37+00	37.00	4.00	35.76	3.00	33.30	3.00	11.10	3.00	0.000
38	38+00	38.00	4.10	36.71	3.00	34.20	3.00	11.40	3.00	0.000
39	39+00	39.00	4.20	37.66	3.00	35.10	3.00	11.70	3.00	0.000
40	40+00	40.00	4.30	38.61	3.00	36.00	3.00	12.00	3.00	0.000
41	41+00	41.00	4.40	39.56	3.00	36.90	3.00	12.30	3.00	0.000
42	42+00	42.00	4.50	40.51	3.00	37.80	3.00	12.60	3.00	0.000
43	43+00	43.00	4.60	41.46	3.00	38.70	3.00	12.90	3.00	0.000
44	44+00	44.00	4.70	42.41	3.00	39.60	3.00	13.20	3.00	0.000
45	45+00	45.00	4.80	43.36	3.00	40.50	3.00	13.50	3.00	0.000
46	46+00	46.00	4.90	44.31	3.00	41.40	3.00	13.80	3.00	0.000
47	47+00	47.00	5.00	45.26	3.00	42.30	3.00	14.10	3.00	0.000
48	48+00	48.00	5.10	46.21	3.00	43.20	3.00	14.40	3.00	0.000
49	49+00	49.00	5.20	47.16	3.00	44.10	3.00	14.70	3.00	0.000
50	50+00	50.00	5.30	48.11	3.00	45.00	3.00	15.00	3.00	0.000
51	51+00	51.00	5.40	49.06	3.00	45.90	3.00	15.30	3.00	0.000
52	52+00	52.00	5.50	50.01	3.00	46.80	3.00	15.60	3.00	0.000
53	53+00	53.00	5.60	50.96	3.00	47.70	3.00	15.90	3.00	0.000
54	54+00	54.00	5.70	51.91	3.00	48.60	3.00	16.20	3.00	0.000
55	55+00	55.00	5.80	52.86	3.00	49.50	3.00	16.50	3.00	0.000
56	56+00	56.00	5.90	53.81	3.00	50.40	3.00	16.80	3.00	0.000
57	57+00	57.00	6.00	54.76	3.00	51.30	3.00	17.10	3.00	0.000
58	58+00	58.00	6.10	55.71	3.00	52.20	3.00	17.40	3.00	0.000
59	59+00	59.00	6.20	56.66	3.00	53.10	3.00	17.70	3.00	0.000
60	60+00	60.00	6.30	57.61	3.00	54.00	3.00	18.00	3.00	0.000
61	61+00	61.00	6.40	58.56	3.00	54.90	3.00	18.30	3.00	0.000
62	62+00	62.00	6.50	59.51	3.00	55.80	3.00	18.60	3.00	0.000
63	63+00	63.00	6.60	60.46	3.00	56.70	3.00	18.90	3.00	0.000
64	64+00	64.00	6.70	61.41	3.00	57.60	3.00	19.20	3.00	0.000
65	65+00	65.00	6.80	62.36	3.00	58.50	3.00	19.50	3.00	0.000
66	66+00	66.00	6.90	63.31	3.00	59.40	3.00	19.80	3.00	0.000
67	67+00	67.00	7.00	64.26	3.00	60.30	3.00	20.10	3.00	0.000
68	68+00	68.00	7.10	65.21	3.00	61.20	3.00	20.40	3.00	0.000
69	69+00	69.00	7.20	66.16	3.00	62.10	3.00	20.70	3.00	0.000
70	70+00	70.00	7.30	67.11	3.00	63.00	3.00	21.00	3.00	0.000
71	71+00	71.00	7.40	68.06	3.00	63.90	3.00	21.30	3.00	0.000
72	72+00	72.00	7.50	69.01	3.00	64.80	3.00	21.60	3.00	0.000
73	73+00	73.00	7.60	69.96	3.00	65.70	3.00	21.90	3.00	0.000
74	74+00	74.00	7.70	70.91	3.00	66.60	3.00	22.20	3.00	0.000
75	75+00	75.00	7.80	71.86	3.00	67.50	3.00	22.50	3.00	0.000
76	76+00	76.00	7.90	72.81	3.00	68.40	3.00	22.80	3.00	0.000
77	77+00	77.00	8.00	73.76	3.00	69.30	3.00	23.10	3.00	0.000
78	78+00	78.00	8.10	74.71	3.00	70.20	3.00	23.40	3.00	0.000
79	79+00	79.00	8.20	75.66	3.00	71.10	3.00	23.70	3.00	0.000
80	80+00	80.00	8.30	76.61	3.00	72.00	3.00	24.00	3.00	0.000
81	81+00	81.00	8.40	77.56	3.00	72.90	3.00	24.30	3.00	0.000
82	82+00	82.00	8.50	78.51	3.00	73.80	3.00	24.60	3.00	0.000
83	83+00	83.00	8.60	79.46	3.00	74.70	3.00	24.90	3.00	0.000
84	84+00	84.00	8.70	80.41	3.00	75.60	3.00	25.20	3.00	0.000
85	85+00	85.00	8.80	81.36	3.00	76.50	3.00	25.50	3.00	0.000
86	86+00	86.00	8.90	82.31	3.00	77.40	3.00	25.80	3.00	0.000
87	87+00	87.00	9.00	83.26	3.00	78.30	3.00	26.10	3.00	0.000
88	88+00	88.00	9.10	84.21	3.00	79.20	3.00	26.40	3.00	0.000
89	89+00	89.00	9.20	85.16	3.00	80.10	3.00	26.70	3.00	0.000
90	90+00	90.00	9.30	86.11	3.00	81.00	3.00	27.00	3.00	0.000
91	91+00	91.00	9.40	87.06	3.00	81.90	3.00	27.30	3.00	0.000
92	92+00	92.00	9.50	88.01	3.00	82.80	3.00	27.60	3.00	0.000
93	93+00	93.00	9.60	88.96	3.00	83.70	3.00	27.90	3.00	0.000
94	94+00	94.00	9.70	89.91	3.00	84.60	3.00	28.20	3.00	0.000
95	95+00	95.00	9.80	90.86	3.00	85.50	3.00	28.50	3.00	0.000
96	96+00	96.00	9.90	91.81	3.00	86.40	3.00	28.80	3.00	0.000
97	97+00	97.00	10.00	92.76	3.00	87.30	3.00	29.10	3.00	0.000
98	98+00	98.00	10.10	93.71	3.00	88.20	3.00	29.40	3.00	0.000
99	99+00	99.00	10.20	94.66	3.00	89.10	3.00	29.70	3.00	0.000
100	100+00	100.00	10.30	95.61	3.00	90.00	3.00	30.00	3.00	0.000

1. Absolute values are to be compared by the formula:  $1 + 2.72 \sqrt{(V - 100) \text{ (CFS)}}$

2. Channel 1 is a velocity of design discharge model or design.

3. Channel 2 is a velocity of design discharge model or design.

4. Channel 3 is a velocity of design discharge model or design.

5. Channel 4 is a velocity of design discharge model or design.

6. Channel 5 is a velocity of design discharge model or design.

7. Channel 6 is a velocity of design discharge model or design.

8. Channel 7 is a velocity of design discharge model or design.

9. Channel 8 is a velocity of design discharge model or design.

10. Channel 9 is a velocity of design discharge model or design.

11. Channel 10 is a velocity of design discharge model or design.

12. Channel 11 is a velocity of design discharge model or design.

13. Channel 12 is a velocity of design discharge model or design.

14. Channel 13 is a velocity of design discharge model or design.

15. Channel 14 is a velocity of design discharge model or design.

16. Channel 15 is a velocity of design discharge model or design.

17. Channel 16 is a velocity of design discharge model or design.

18. Channel 17 is a velocity of design discharge model or design.

19. Channel 18 is a velocity of design discharge model or design.

20. Channel 19 is a velocity of design discharge model or design.

21. Channel 20 is a velocity of design discharge model or design.

22. Channel 21 is a velocity of design discharge model or design.

23. Channel 22 is a velocity of design discharge model or design.

24. Channel 23 is a velocity of design discharge model or design.

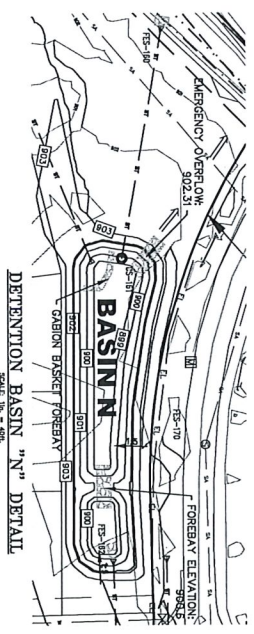
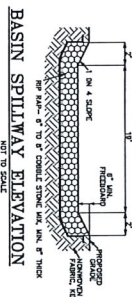
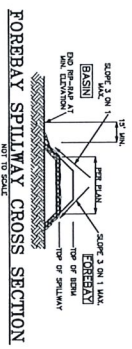
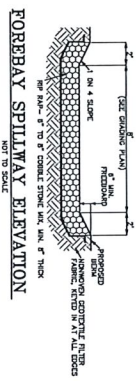
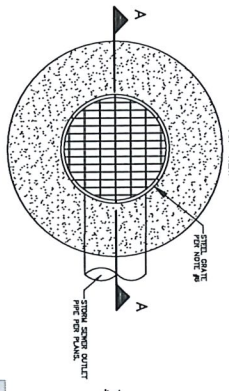
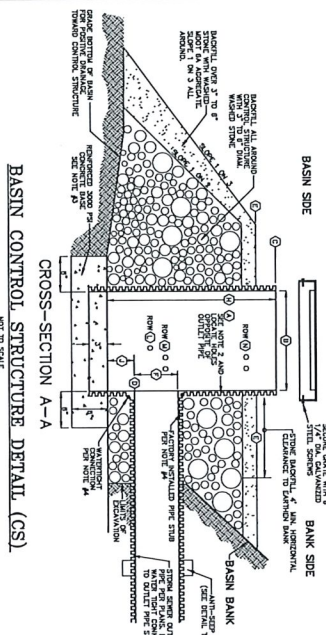
25

**CONTROL STRUCTURE NOTES**

1. Structure shall be constructed in accordance with the approved plans and specifications.
2. Structure shall be constructed of concrete with a minimum compressive strength of 4000 psi.
3. Structure shall be constructed with a minimum thickness of 18" for walls and 12" for slabs.
4. Structure shall be constructed with a minimum height of 4' above the finished ground level.
5. Structure shall be constructed with a minimum width of 10'.
6. Structure shall be constructed with a minimum depth of 4'.
7. Structure shall be constructed with a minimum length of 10'.
8. Structure shall be constructed with a minimum area of 100 sq. ft.
9. Structure shall be constructed with a minimum volume of 100 cu. ft.
10. Structure shall be constructed with a minimum capacity of 1000 gal.
11. Structure shall be constructed with a minimum retention time of 10 minutes.
12. Structure shall be constructed with a minimum detention time of 10 minutes.
13. Structure shall be constructed with a minimum detention volume of 1000 cu. ft.
14. Structure shall be constructed with a minimum detention capacity of 1000 gal.
15. Structure shall be constructed with a minimum detention retention time of 10 minutes.
16. Structure shall be constructed with a minimum detention detention time of 10 minutes.
17. Structure shall be constructed with a minimum detention detention volume of 1000 cu. ft.
18. Structure shall be constructed with a minimum detention detention capacity of 1000 gal.
19. Structure shall be constructed with a minimum detention detention retention time of 10 minutes.
20. Structure shall be constructed with a minimum detention detention detention time of 10 minutes.

KEY	DESCRIPTION	NOTES
A	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
B	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
C	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
D	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
E	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
F	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
G	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
H	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
I	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
J	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
K	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
L	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
M	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
N	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
O	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
P	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
Q	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
R	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
S	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
T	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
U	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
V	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
W	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
X	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
Y	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK
Z	CONCRETE CONTROL STRUCTURE	MIN. 18" THICK

1. Structure shall be constructed in accordance with the approved plans and specifications.
2. Structure shall be constructed of concrete with a minimum compressive strength of 4000 psi.
3. Structure shall be constructed with a minimum thickness of 18" for walls and 12" for slabs.
4. Structure shall be constructed with a minimum height of 4' above the finished ground level.
5. Structure shall be constructed with a minimum width of 10'.
6. Structure shall be constructed with a minimum depth of 4'.
7. Structure shall be constructed with a minimum length of 10'.
8. Structure shall be constructed with a minimum area of 100 sq. ft.
9. Structure shall be constructed with a minimum volume of 1000 cu. ft.
10. Structure shall be constructed with a minimum capacity of 1000 gal.
11. Structure shall be constructed with a minimum retention time of 10 minutes.
12. Structure shall be constructed with a minimum detention time of 10 minutes.
13. Structure shall be constructed with a minimum detention volume of 1000 cu. ft.
14. Structure shall be constructed with a minimum detention capacity of 1000 gal.
15. Structure shall be constructed with a minimum detention retention time of 10 minutes.
16. Structure shall be constructed with a minimum detention detention time of 10 minutes.
17. Structure shall be constructed with a minimum detention detention volume of 1000 cu. ft.
18. Structure shall be constructed with a minimum detention detention capacity of 1000 gal.
19. Structure shall be constructed with a minimum detention detention retention time of 10 minutes.
20. Structure shall be constructed with a minimum detention detention detention time of 10 minutes.



DETECTION BASIN VOLUME CALCULATIONS			
Basin Volume	1,200	cu. ft.	
Forebay Volume	1,200	cu. ft.	
Total Volume	2,400	cu. ft.	

OVERALL VOLUME CALCULATIONS			
Basin Volume	1,200	cu. ft.	
Forebay Volume	1,200	cu. ft.	
Total Volume	2,400	cu. ft.	

OVERALL ELEVATION CALCULATIONS			
Basin Elevation	100.00		
Forebay Elevation	100.00		
Total Elevation	100.00		

DETECTION BASIN VOLUME CALCULATIONS			
Basin Volume	1,200	cu. ft.	
Forebay Volume	1,200	cu. ft.	
Total Volume	2,400	cu. ft.	

OVERALL VOLUME CALCULATIONS			
Basin Volume	1,200	cu. ft.	
Forebay Volume	1,200	cu. ft.	
Total Volume	2,400	cu. ft.	

OVERALL ELEVATION CALCULATIONS			
Basin Elevation	100.00		
Forebay Elevation	100.00		
Total Elevation	100.00		

CONTROL STRUCTURE CALCULATIONS			
Basin Volume	1,200	cu. ft.	
Forebay Volume	1,200	cu. ft.	
Total Volume	2,400	cu. ft.	

OVERALL VOLUME CALCULATIONS			
Basin Volume	1,200	cu. ft.	
Forebay Volume	1,200	cu. ft.	
Total Volume	2,400	cu. ft.	

OVERALL ELEVATION CALCULATIONS			
Basin Elevation	100.00		
Forebay Elevation	100.00		
Total Elevation	100.00		

DESIGN: JAC	DATE: 08-25-21	RESPONSE/DESCRIPTION: TAMARACK PLACE	CLIENT: WESTVIEW CAPITAL, LLC	SCALE: AS NOTED
DRAWN: JAC	DATE: 08-25-21	RESPONSE/DESCRIPTION: TAMARACK PLACE	CLIENT: WESTVIEW CAPITAL, LLC	SCALE: AS NOTED
CHECK: JAC	DATE: 08-25-21	RESPONSE/DESCRIPTION: TAMARACK PLACE	CLIENT: WESTVIEW CAPITAL, LLC	SCALE: AS NOTED

**TAMARACK PLACE**

**GRADING PLAN**

**BASIN & DETAILS**

**CALCULATIONS & DETAILS**

PROJECT NO.: 20205  
DRAWN BY: JAC  
ISSUED: JUNE 23, 2021

**GR13**

1810 ZEPHYRUS  
CIVIL ENGINEERS  
LANSING, MICHIGAN 48144

















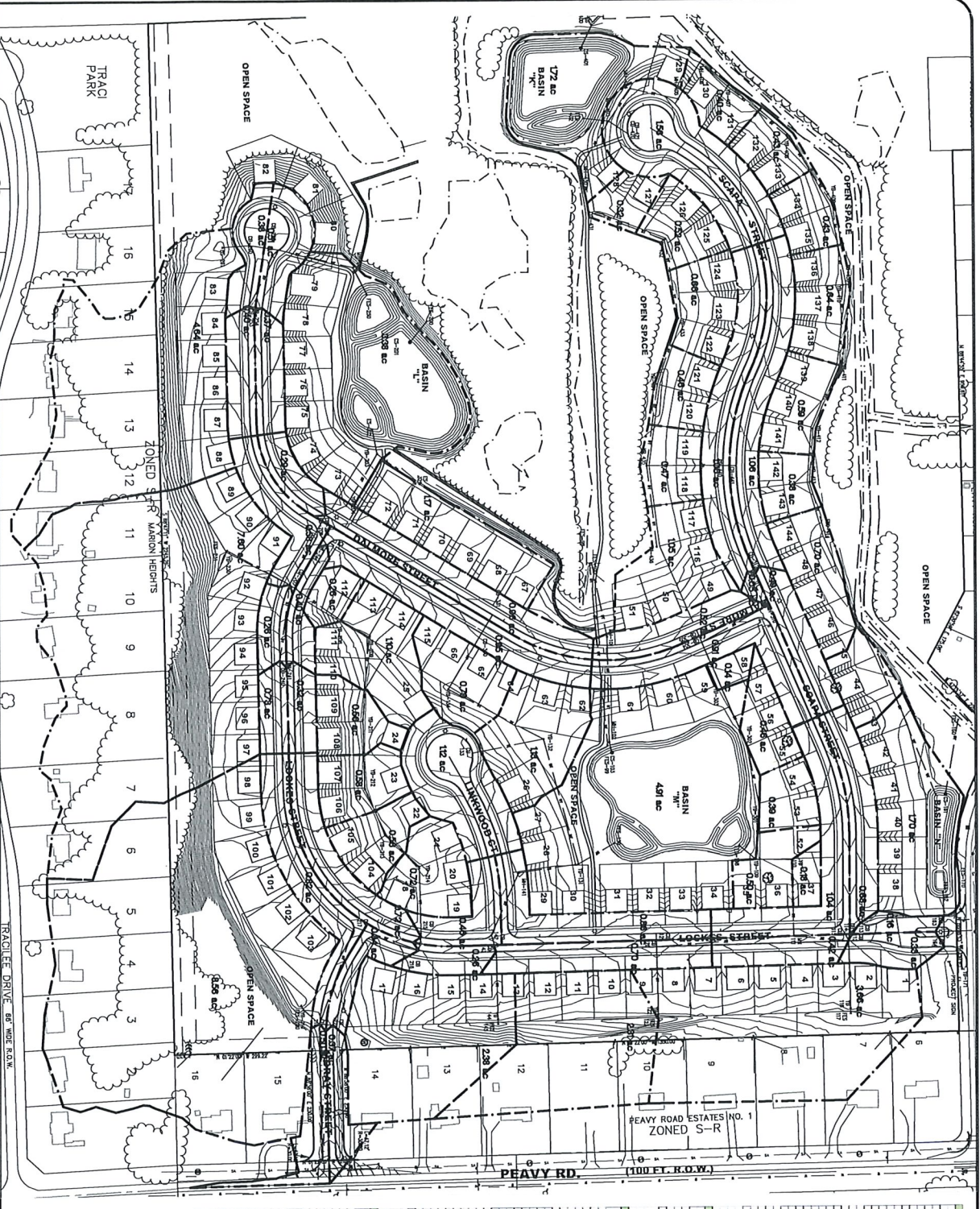


DESIGN JG	REVISION #	DATE	RESPONSE/DESCRIPTION
DRAFT SIS			
CHECK WHP			

REVISION #	DATE	RESPONSE/DESCRIPTION

REVISION #	DATE	RESPONSE/DESCRIPTION

DESIGN JG	REVISION #	DATE	RESPONSE/DESCRIPTION
DRAFT SIS			
CHECK WHP			



**TAMARACK PLACE**  
**WATERSHED PLAN**



WESTVIEW CAPITAL, LLC  
PROJECT NO. 202025  
DWC LANE 3232 WS  
BRING CENTER, MICHIGAN 48155  
(920) 876-7746  
ISSUED: **11/06/2021**

**811**  
Know what's below.  
Call before you dig.  
1. 800.485.4848  
2. 800.485.4848  
3. 800.485.4848  
4. 800.485.4848  
5. 800.485.4848  
6. 800.485.4848  
7. 800.485.4848  
8. 800.485.4848  
9. 800.485.4848  
10. 800.485.4848

REVISION #	DATE	RESPONSE/DESCRIPTION
1	11/06/2021	ISSUED

REVISION #	DATE	RESPONSE/DESCRIPTION
1	11/06/2021	ISSUED

REVISION #	DATE	RESPONSE/DESCRIPTION
1	11/06/2021	ISSUED

REVISION #	DATE	RESPONSE/DESCRIPTION
1	11/06/2021	ISSUED



WESTVIEW CAPITAL, LLC  
PROJECT NO. 202025  
DWC LANE 3232 WS  
BRING CENTER, MICHIGAN 48155  
(920) 876-7746  
ISSUED: **11/06/2021**

WESTVIEW CAPITAL, LLC  
PROJECT NO. 202025  
DWC LANE 3232 WS  
BRING CENTER, MICHIGAN 48155  
(920) 876-7746  
ISSUED: **11/06/2021**

**811**  
Know what's below.  
Call before you dig.  
1. 800.485.4848  
2. 800.485.4848  
3. 800.485.4848  
4. 800.485.4848  
5. 800.485.4848  
6. 800.485.4848  
7. 800.485.4848  
8. 800.485.4848  
9. 800.485.4848  
10. 800.485.4848

WESTVIEW CAPITAL, LLC  
PROJECT NO. 202025  
DWC LANE 3232 WS  
BRING CENTER, MICHIGAN 48155  
(920) 876-7746  
ISSUED: **11/06/2021**

WESTVIEW CAPITAL, LLC  
PROJECT NO. 202025  
DWC LANE 3232 WS  
BRING CENTER, MICHIGAN 48155  
(920) 876-7746  
ISSUED: **11/06/2021**

WESTVIEW CAPITAL, LLC  
PROJECT NO. 202025  
DWC LANE 3232 WS  
BRING CENTER, MICHIGAN 48155  
(920) 876-7746  
ISSUED: **11/06/2021**

WESTVIEW CAPITAL, LLC  
PROJECT NO. 202025  
DWC LANE 3232 WS  
BRING CENTER, MICHIGAN 48155  
(920) 876-7746  
ISSUED: **11/06/2021**

WESTVIEW CAPITAL, LLC  
PROJECT NO. 202025  
DWC LANE 3232 WS  
BRING CENTER, MICHIGAN 48155  
(920) 876-7746  
ISSUED: **11/06/2021**

WESTVIEW CAPITAL, LLC  
PROJECT NO. 202025  
DWC LANE 3232 WS  
BRING CENTER, MICHIGAN 48155  
(920) 876-7746  
ISSUED: **11/06/2021**

WESTVIEW CAPITAL, LLC  
PROJECT NO. 202025  
DWC LANE 3232 WS  
BRING CENTER, MICHIGAN 48155  
(920) 876-7746  
ISSUED: **11/06/2021**

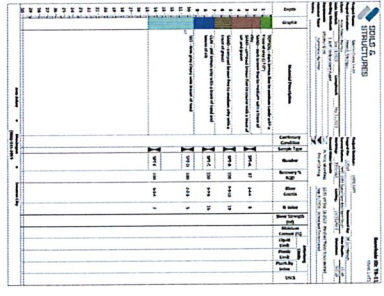
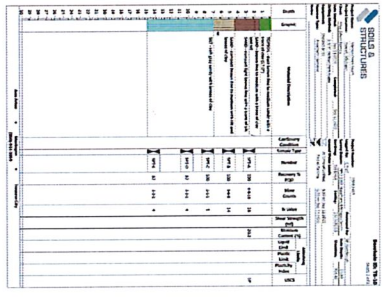
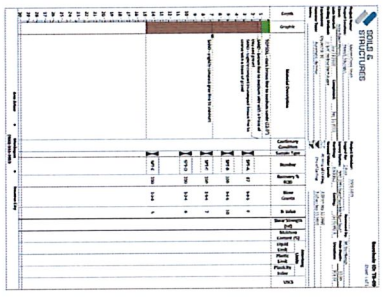
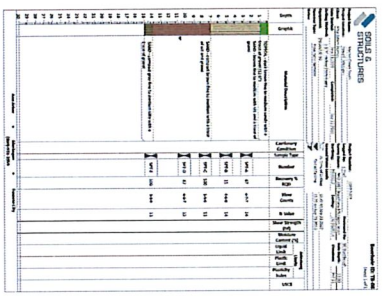
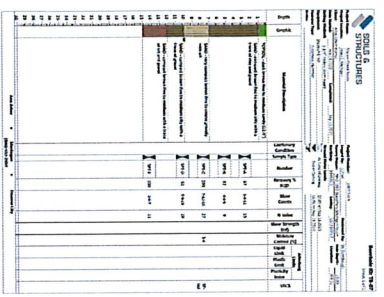
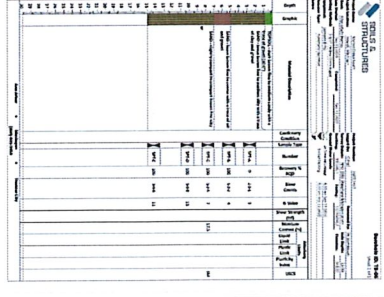
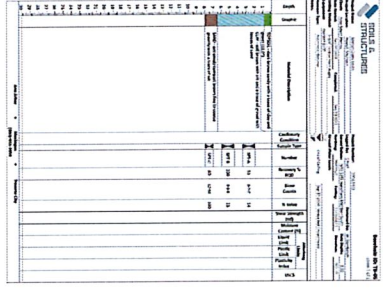
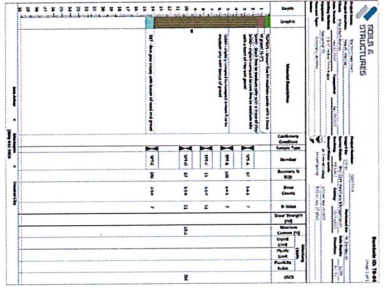
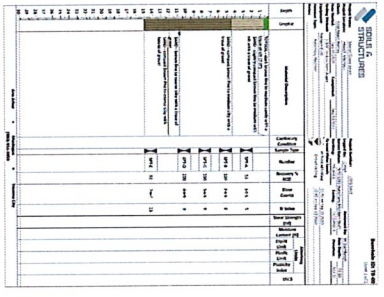
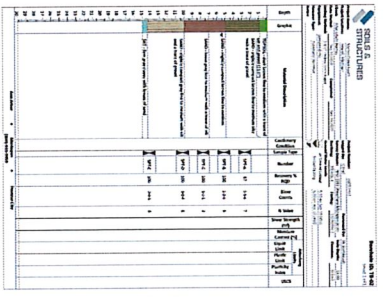
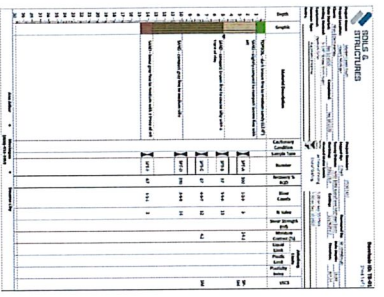
WESTVIEW CAPITAL, LLC  
PROJECT NO. 202025  
DWC LANE 3232 WS  
BRING CENTER, MICHIGAN 48155  
(920) 876-7746  
ISSUED: **11/06/2021**

WESTVIEW CAPITAL, LLC  
PROJECT NO. 202025  
DWC LANE 3232 WS  
BRING CENTER, MICHIGAN 48155  
(920) 876-7746  
ISSUED: **11/06/2021**

WESTVIEW CAPITAL, LLC  
PROJECT NO. 202025  
DWC LANE 3232 WS  
BRING CENTER, MICHIGAN 48155  
(920) 876-7746  
ISSUED: **11/06/2021**

WESTVIEW CAPITAL, LLC  
PROJECT NO. 202025  
DWC LANE 3232 WS  
BRING CENTER, MICHIGAN 48155  
(920) 876-7746  
ISSUED: **11/06/2021**





DESIGN JOB 9947 JIG CHECK MAP	PERSON #	DATE	RESPONS DESCRIPTION	PERSON #	DATE	RESPONS DESCRIPTION
<b>TAMARACK PLACE</b>						
<b>SOIL BORING LOGS</b>						
CLIENT: WESTVIEW CAPITAL, LLC BROOK CENTER, MICHIGAN 48315 616-676-1748						
SCALE: NONE PROJECT No. 20005 DRAWN: JUNE 2002 SB ISSUED: JUNE 28, 2004						



**SB2**

DESIGNAL DATE: JUNE 2005 CHECK MAP	REVISION #	DATE	REVISION #	DATE	REVISION #	DATE	REVISION #	DATE

TAMARACK PLACE

LANDSCAPING PLAN

CLIENT:  
WESTINGHOUSE  
1760 CLAY COURT SW  
BIRMINGHAM, ALABAMA 35203  
205-988-4548

SCALE: 1/8" = 1'-0"  
PROJECT NO.: 200505  
DWG. NAME: 2005LS  
ISSUED: JUNE 20, 2005

LSI  
LANDSCAPE SOLUTIONS INC.  
2103 FLEISS DRIVE  
BIRMINGHAM, ALABAMA 35214  
(810) 227-9523



GENERAL NOTES:

- \*A MINIMUM OF ONE STREET TREE (2" x 1/2" CALIBER) SHALL BE PLANTED PER LOT.
- \*ALL PLANTING SHALL BE INSTALLED ON EITHER SIDE OF THE DRIVEWAY ACCESS POINTS TO THE OPEN SPACE AREAS.
- \*ALL PLANT MATERIAL TO BE USED SHALL BE AS SPECIFIED OR APPROVED EQUAL.
- \*ALL UNPAVED AREAS AND AREAS NOT OTHERWISE PROPOSED SHALL BE SEEDED TO ESTABLISH A VEGETATIVE LAWN COVER TO THE GREATEST EXTENT POSSIBLE.
- \*SPILT RAIL VENT. PIPING TO BE INSTALLED ON EITHER SIDE OF THE MAINWAY ACCESS POINTS TO THE OPEN SPACE AREAS.

PLANTING SCHEDULE:

LOCATION	# TREES	# SHRUBS
LOT FRONT	2	11
ENTRY ISLAND	2	2
ASTOTT DR.	2	2
STREET TREES	149	11
TOTAL	278	11

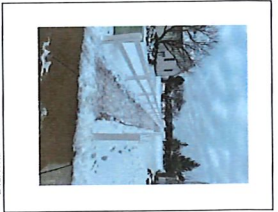
LEGEND:

- PROPOSED AREA
- EXISTING AREA
- OPEN SPACE

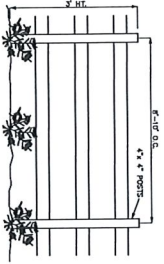
NET LAND DEDICATION SET: 2000  
PLANTING LIST:

COLOR / SYMBOL	NAME	SIZE
●	CONIFER TREES	6" HT.
○	DECIDUOUS TREES	6" HT.
○	DECIDUOUS TREES	8" HT.
○	DECIDUOUS TREES	10" HT.
○	DECIDUOUS TREES	12" HT.
○	DECIDUOUS TREES	14" HT.
○	DECIDUOUS TREES	16" HT.
○	DECIDUOUS TREES	18" HT.
○	DECIDUOUS TREES	20" HT.
○	DECIDUOUS TREES	22" HT.
○	DECIDUOUS TREES	24" HT.
○	DECIDUOUS TREES	26" HT.
○	DECIDUOUS TREES	28" HT.
○	DECIDUOUS TREES	30" HT.
○	DECIDUOUS TREES	32" HT.
○	DECIDUOUS TREES	34" HT.
○	DECIDUOUS TREES	36" HT.
○	DECIDUOUS TREES	38" HT.
○	DECIDUOUS TREES	40" HT.
○	DECIDUOUS TREES	42" HT.
○	DECIDUOUS TREES	44" HT.
○	DECIDUOUS TREES	46" HT.
○	DECIDUOUS TREES	48" HT.
○	DECIDUOUS TREES	50" HT.
○	DECIDUOUS TREES	52" HT.
○	DECIDUOUS TREES	54" HT.
○	DECIDUOUS TREES	56" HT.
○	DECIDUOUS TREES	58" HT.
○	DECIDUOUS TREES	60" HT.
○	DECIDUOUS TREES	62" HT.
○	DECIDUOUS TREES	64" HT.
○	DECIDUOUS TREES	66" HT.
○	DECIDUOUS TREES	68" HT.
○	DECIDUOUS TREES	70" HT.
○	DECIDUOUS TREES	72" HT.
○	DECIDUOUS TREES	74" HT.
○	DECIDUOUS TREES	76" HT.
○	DECIDUOUS TREES	78" HT.
○	DECIDUOUS TREES	80" HT.
○	DECIDUOUS TREES	82" HT.
○	DECIDUOUS TREES	84" HT.
○	DECIDUOUS TREES	86" HT.
○	DECIDUOUS TREES	88" HT.
○	DECIDUOUS TREES	90" HT.
○	DECIDUOUS TREES	92" HT.
○	DECIDUOUS TREES	94" HT.
○	DECIDUOUS TREES	96" HT.
○	DECIDUOUS TREES	98" HT.
○	DECIDUOUS TREES	100" HT.
○	DECIDUOUS TREES	102" HT.
○	DECIDUOUS TREES	104" HT.
○	DECIDUOUS TREES	106" HT.
○	DECIDUOUS TREES	108" HT.
○	DECIDUOUS TREES	110" HT.
○	DECIDUOUS TREES	112" HT.
○	DECIDUOUS TREES	114" HT.
○	DECIDUOUS TREES	116" HT.
○	DECIDUOUS TREES	118" HT.
○	DECIDUOUS TREES	120" HT.
○	DECIDUOUS TREES	122" HT.
○	DECIDUOUS TREES	124" HT.
○	DECIDUOUS TREES	126" HT.
○	DECIDUOUS TREES	128" HT.
○	DECIDUOUS TREES	130" HT.
○	DECIDUOUS TREES	132" HT.
○	DECIDUOUS TREES	134" HT.
○	DECIDUOUS TREES	136" HT.
○	DECIDUOUS TREES	138" HT.
○	DECIDUOUS TREES	140" HT.
○	DECIDUOUS TREES	142" HT.
○	DECIDUOUS TREES	144" HT.
○	DECIDUOUS TREES	146" HT.
○	DECIDUOUS TREES	148" HT.
○	DECIDUOUS TREES	150" HT.

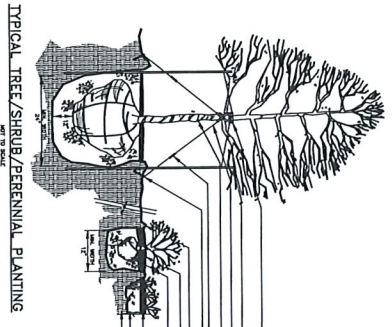
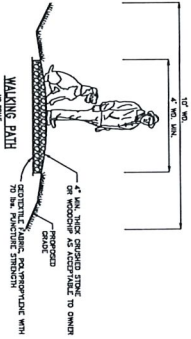




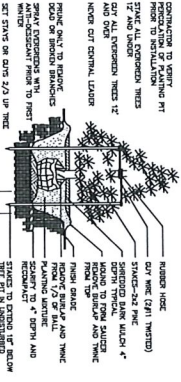
SPLIT RAIL VINYL FENCE EXAMPLE  
AS SHOWN



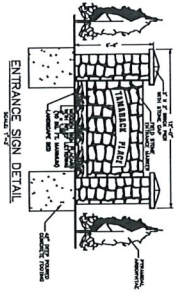
FENCE DETAIL  
VINYL MATERIAL SHALL BE VINYL COLOR WHITE



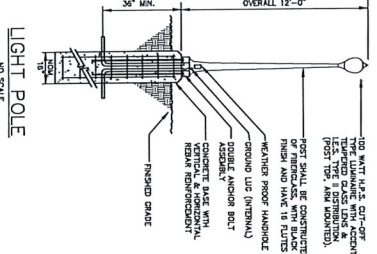
TYPICAL TREE/SHRUB/PERENNIAL PLANTING  
NOT TO SCALE



TYPICAL EVERGREEN TREE PLANTING  
NOT TO SCALE



ENTRANCE SIGN DETAIL  
NOT TO SCALE



LIGHT POLE  
NO SCALE

### Hartfield AcornLED Series HTFL

**PRODUCT OVERVIEW**

**FEATURES:**

- Highly durable, cast aluminum (A306) housing
- Highly efficient LED lighting technology
- Optional photocell sensor for dusk-to-dawn operation
- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output

**Mechanical:**

- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output

**Electrical:**

- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output

**Optical:**

- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output

**Control Options:**

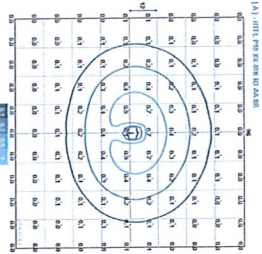
- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output

**Testing / Compliance:**

- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output

**Notes:**

- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output
- Standard 120V AC input and 100W LED output



1.1 x 1.1 FT. x 30' 0" OVER 200' 0" ALUM.

Beam Spread: 1.1 x 1.1 FT.  
Height: 30' 0"  
Overhang: 200' 0"

REVISION #	DATE	REVISION DESCRIPTION
1	02-29-21	REVISED FOR PLANNING COMMISSION RECOMMENDATION FOR APPROVAL

TAMARACK PLACE

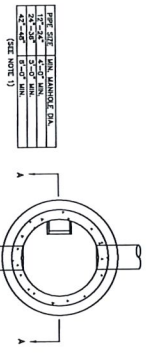
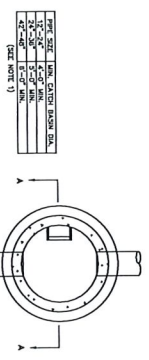
LANDSCAPING NOTES & DETAILS

CLIENT: WESTBROOK CAPITAL, LLC  
785 CLIVE COURT SW  
BIRMINGHAM, MICHIGAN 48015  
248-969-6649

SCALE: AS NOTED  
PROJECT NO.: 2007LS  
DWG. NAME: 2007LS  
ISSUED: JUNE 23, 2021

LSI2  
CIVIL ENGINEERS  
2180 FLEISS DRIVE  
BIRMINGHAM, MICHIGAN 48114  
(810) 227-4523





**STORM STRUCTURE "B" A**  
STANDARD CATCH BASIN

**STORM STRUCTURE "B" B**  
STANDARD MANHOLE

**LOW PROFILE STORM STRUCTURE**

**2" DIAMETER CATCH BASIN**

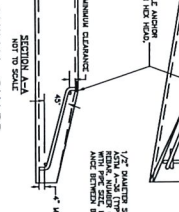
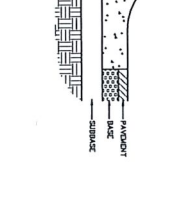
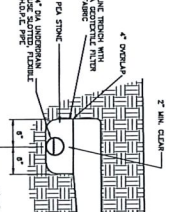
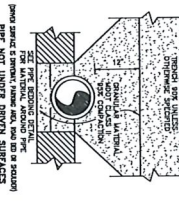
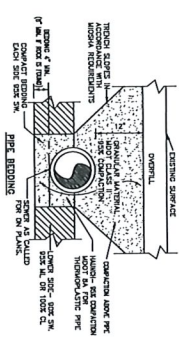
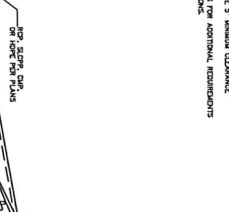
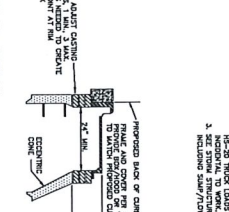
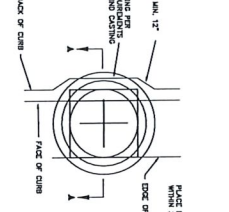
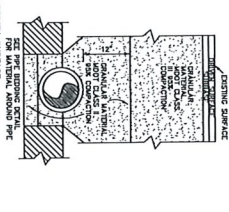
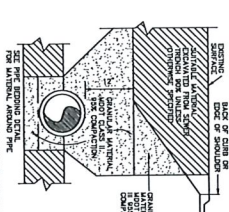
NOTES:  
1. MINIMUM LAYER STRUCTURE QUANTITIES AS SHOWN TO  
2. MINIMUM LAYER STRUCTURE QUANTITIES AS SHOWN TO  
3. MINIMUM LAYER STRUCTURE QUANTITIES AS SHOWN TO

NOTES:  
1. MINIMUM LAYER STRUCTURE QUANTITIES AS SHOWN TO  
2. MINIMUM LAYER STRUCTURE QUANTITIES AS SHOWN TO  
3. MINIMUM LAYER STRUCTURE QUANTITIES AS SHOWN TO

NOTES:  
1. CONCRETE/MAINTAINING SHALL DETERMINE MINIMUM LAYER  
2. CONCRETE/MAINTAINING SHALL DETERMINE MINIMUM LAYER  
3. CONCRETE/MAINTAINING SHALL DETERMINE MINIMUM LAYER

**STORM SEWER NOTES**

1. All storm sewer structures shall be constructed in accordance with the requirements of the International Building Code (IBC) and the local jurisdiction's building code.
2. All storm sewer structures shall be constructed in accordance with the requirements of the International Building Code (IBC) and the local jurisdiction's building code.
3. All storm sewer structures shall be constructed in accordance with the requirements of the International Building Code (IBC) and the local jurisdiction's building code.
4. All storm sewer structures shall be constructed in accordance with the requirements of the International Building Code (IBC) and the local jurisdiction's building code.
5. All storm sewer structures shall be constructed in accordance with the requirements of the International Building Code (IBC) and the local jurisdiction's building code.
6. All storm sewer structures shall be constructed in accordance with the requirements of the International Building Code (IBC) and the local jurisdiction's building code.
7. All storm sewer structures shall be constructed in accordance with the requirements of the International Building Code (IBC) and the local jurisdiction's building code.
8. All storm sewer structures shall be constructed in accordance with the requirements of the International Building Code (IBC) and the local jurisdiction's building code.
9. All storm sewer structures shall be constructed in accordance with the requirements of the International Building Code (IBC) and the local jurisdiction's building code.
10. All storm sewer structures shall be constructed in accordance with the requirements of the International Building Code (IBC) and the local jurisdiction's building code.
11. All storm sewer structures shall be constructed in accordance with the requirements of the International Building Code (IBC) and the local jurisdiction's building code.
12. All storm sewer structures shall be constructed in accordance with the requirements of the International Building Code (IBC) and the local jurisdiction's building code.



**TRENCH DETAIL**  
NOT TO SCALE

**CURB LINE CASTING DETAIL**  
NOT TO SCALE

**UNDERDRAIN DETAIL**  
NOT TO SCALE

**ANIMAL GUARD**  
NOT TO SCALE

**FLARED END SECTION**  
NOT TO SCALE

NOTES:  
1. MINIMUM LAYER STRUCTURE QUANTITIES AS SHOWN TO  
2. MINIMUM LAYER STRUCTURE QUANTITIES AS SHOWN TO  
3. MINIMUM LAYER STRUCTURE QUANTITIES AS SHOWN TO

NOTES:  
1. MINIMUM LAYER STRUCTURE QUANTITIES AS SHOWN TO  
2. MINIMUM LAYER STRUCTURE QUANTITIES AS SHOWN TO  
3. MINIMUM LAYER STRUCTURE QUANTITIES AS SHOWN TO

NOTES:  
1. MINIMUM LAYER STRUCTURE QUANTITIES AS SHOWN TO  
2. MINIMUM LAYER STRUCTURE QUANTITIES AS SHOWN TO  
3. MINIMUM LAYER STRUCTURE QUANTITIES AS SHOWN TO

NOTES:  
1. MINIMUM LAYER STRUCTURE QUANTITIES AS SHOWN TO  
2. MINIMUM LAYER STRUCTURE QUANTITIES AS SHOWN TO  
3. MINIMUM LAYER STRUCTURE QUANTITIES AS SHOWN TO

DESIGN NO.	DATE	REVISION/DESCRIPTION	DESIGN NO.	DATE	REVISION/DESCRIPTION
DRAWN BY					
CHECK BY					
TAMARACK PLACE			STORM SEWER NOTES & DETAILS		
CLIENT	SCALE	PROJECT NO.	WESTERN CAPITAL, LLC	AS NOTED	20205
		DWG DATE	BROWN CENTER, MICHIGAN 48115		03/27/20
		ISSUED	DATE: 03/27/20		
 <b>Call before you dig.</b>			 <b>D&amp;S ENGINEERS</b>		
			(616) 227-4533 2000 PLEASANT DRIVE BIRMINGHAM, MICHIGAN 48114		

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

***TRANSMITTAL***

**TO:** Board of Trustees

**DATE** July 8, 2021

**PROJECT** **Special Event #02-21**  
Like Mother Like Daughter Vintage Market

**VIA** Hand Delivery

WE ARE SENDING:  Herewith  Under Separate Cover

THE FOLLOWING:

- |   |
|---|
| <ul style="list-style-type: none"><li><input type="checkbox"/> Special Event #02-21 Like Mother Like Daughter Vintage Market application</li><li><input type="checkbox"/> Special Event Site Plan</li></ul> |
|---|

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

REMARKS:

Let me know if you have any questions!
--

FROM: Dave Hamann, Zoning Administrator

Copy: file

Date of application: 6/28/21 SEP # 02-21

Name of Event: Like Mother Like Daughter Tax ID# 81-3451179

Date(s) of Event: Vintage market Sept. 24 and 25, 2021

Description of Event: Vintage Mkt - selling Antiques, etc.

Event address: 2948 Cedar Lake Rd. Howell Mi

Number of Participants: 40-50 vendors Estimated Attendance: 200-250 <sup>48843</sup>

Hours of Event: Sept. 24 3pm - 8pm

Sept. 25 9am - 4pm

**APPLICANT**

Name: Jada Wester Phone #: 734.478.2160

Address: 1364 Nita Pinckney, Mi 48169

**ORGANIZATION/BUSINESS SPONSORING EVENT (if different from applicant)**

Name: Like Mother Like Daughter Phone #: 734.478.2160

Address: Vintage Treasures  
120 N. State St. Howell, Mi 48843

Non-profit status if applicable \_\_\_\_\_

**CONTACT PERSON(S) ON DAY OF EVENT**

Name: Jada Wester or Phone #: 734.478.2160  
Jordan Wester 734.478.2158

Address: \_\_\_\_\_

Cell Phone, Pager or Direct Connect#: 734.478.2160 or 734.478.2158

Using the checklist below, please provide us with the plan for your event on a separate sheet of paper. Include information on organizations/individuals providing services & contact numbers. If your event is large and includes multiple tents, vendors & participants, please provide a sketch of your event layout.

Security/crowd control (4) Security / parking attendants (2)

Vendors (4) food trucks, (35) sell vendors

Sanitation/restroom Facilities Ann Arbor Portable Potty - 734.231.0663  
(4) regular stalls, (1) handicap stall and (1) hand washing station.

Will music be provided?  Yes  No

If yes give beginning and end times 2 to 3 hrs each day

Will Alcoholic beverages be permitted on premises  Yes  No  
If yes, what measures will be taken to prohibit the sale of alcohol to minors or visibly impaired individuals?

---

---

---

**PLEASE INCLUDE**

- \$200.00 Application fee. (nonrefundable)
- Certificate of Liability Insurance event specific policy naming Marion Township as additional insured Indemnification Agreement - *state farm - Dan Eskola (Howell)*
- Event plot plan
- Permits/Approvals from applicable agencies

Applicant acknowledges that he/she is responsible for contacting the Michigan Liquor Control commission and/or the Livingston County Health Department to secure any and all permits required from the State of Michigan and/or Livingston County for this event.

I hereby certify that all information and data attached and made part of this application are true and accurate to the best of my knowledge and belief. I agree to conform to all applicable laws and ordinances of this jurisdiction.

*Jada Wester*

*6/28/21*

Applicant

Date

Copy of application (if applicable) sent to:

- Howell Area Fire Authority
- Livingston County Sheriff's Department
- Livingston County Emergency Medical Services
- Livingston County Department of Public Health
- Livingston County Road Commission

*[Signature]*

*6-29-2021*

Approved

Date

INDEMNIFICATION AGREEMENT

The Like Mother Like agree(s) to defend, indemnify, and hold harmless  
(business/organization)  
Daughter Vintage Treasures  
the Township of Marion, Livingston County, Michigan, from any claim, demand, suit, loss, cost  
of expense or any damage which may be asserted, claimed or recovered against or from the

\_\_\_\_\_ by reason of any damage to property, personal injury or  
(business/organization)

bodily injury, including death, sustained by any person whomsoever and which damage, injury or death  
arises out of or is incident to or in any way connected with the performance of this contract, and  
regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the  
negligence of the Township of Marion or by third parties or by the agents, servants, employees or  
factors of any of them.

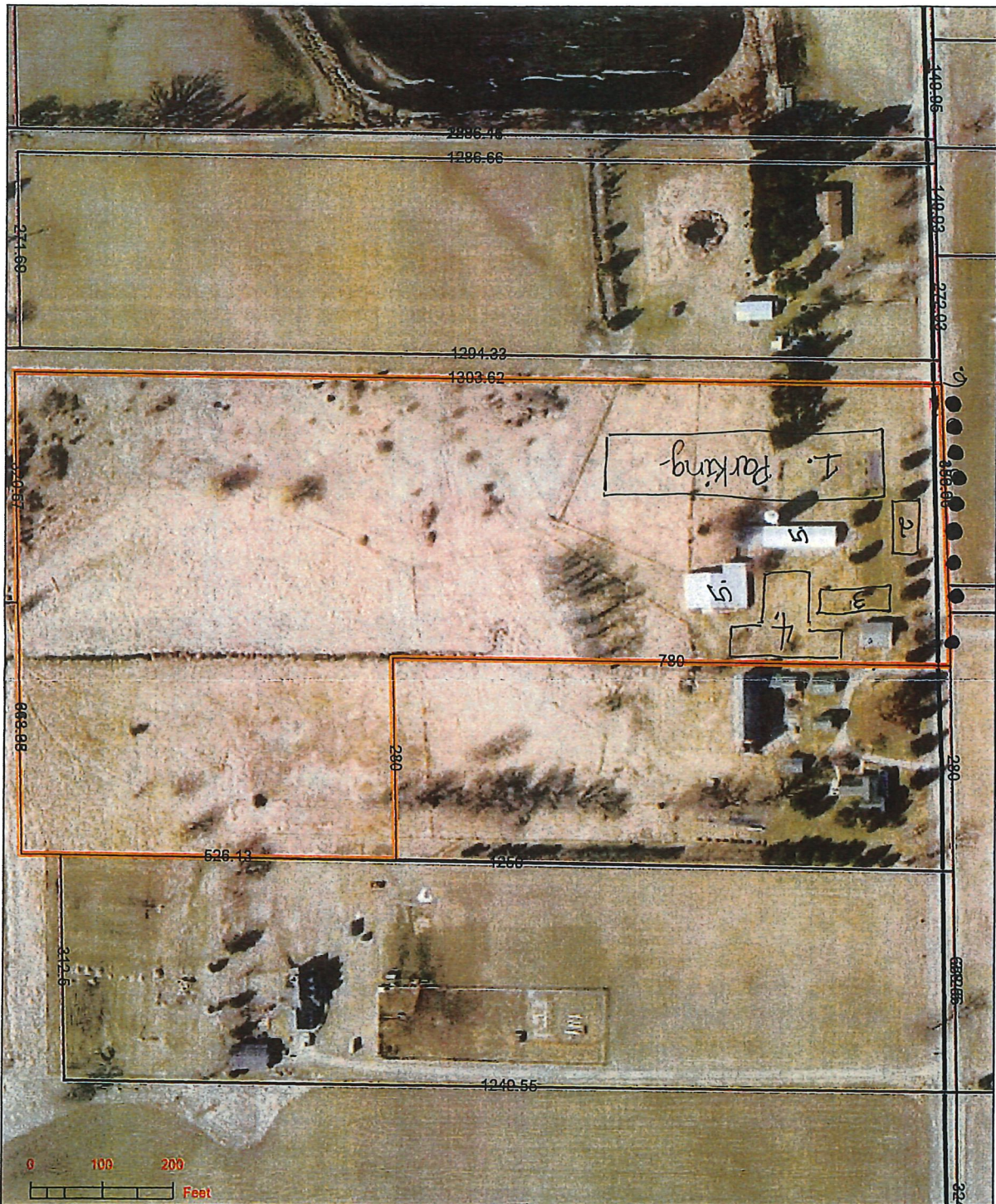
Event Like Mother Like Daughter Vintage  
market

Name Jada Wester  
(Authorized representative/and/or on behalf of binding authority)

Signature Jada Wester Date 6/29/21

Witness [Signature] Date 6/29/21

# MARION FEB2021



1. Parking
2. Portable Potty (4) regular, (1) handicap, (1) Wash Station
3. Food trucks: (4) 2 ea day
4. Outside Vendors: 25 vendors
5. Inside Vendors: 10 vendors
6. Road cones with No parking sign for Road •



## REQUEST FROM LIVINGSTON COUNTY CATHOLIC CHARITIES

Happy Tuesday my Marion Township Friends! What a relief knowing that an end to the Pandemic is in sight and things are starting to get back to somewhat normal. Yep, it is that time of year again where my head starts having visions of Sugar Plums and hundreds of boxes lined up on tables awaiting delivery to our county's senior population! Christmas Blessing Project time!!!!

I am sending this request with hopes that Livingston County Catholic Charities Senior Services can depend on collaborating with you again this year? We would need the hall from November 29, 2021 through December 15, 2021.

As you know, doing this endeavor could not be possible if it was not for the collaborative effort of many members of the community like yourselves. If you could please let me know at your earliest convenience as to the availability during those dates, I would greatly appreciate it.

The Senior Services Department looks forward to working with you again this year. Again, thank you for your cooperation and willingness to help our county's most vulnerable citizens! Hope to hear from you soon!

Blessings,  
Beth

*Beth Newman*, MA, BS, CFLE

Senior Community Liaison & Elder Abuse Prevention Specialist

MMAP Certified Medicare/Medicaid Counselor

***Driven by Faith – Here for All!***

Livingston County Catholic Charities

2020 E. Grand River, Suite 104

Howell, Mi 48843

517-545-5944

[beth@livingstoncc.org](mailto:beth@livingstoncc.org)

MEMO

To: Marion Township Board

From: Bob Hanvey

Subj: Meeting with attorney June 29, 2021

Date: July 8, 2021

Attendees: Bob Hanvey, Tammy Beal, Sandy Donovan, Dave Hamann,  
Township Attorney John Gormley, Undersheriff Jeff Warder

Medical Marijuana

This item was on the agenda due to the recent inquiries about Township regulation of Medical Marijuana Caregivers. The Undersheriff and Attorney agreed that at this time a Township Ordinance is not necessary. If there is a suspected violation of the State Law it should be reported to the Sheriff for investigation.

Motor Vehicle Code and Motor Carrier Safety Act

We discussed having the Township adopt these at the Township level since we now have an enforcement contract with the Sheriff. We will do more investigation and bring a suggestion to the Township Board.

Municipal Civil Infractions

Our Attorney suggested we consider amending the enforcement sections of our ordinances to convert violations from misdemeanors to civil infractions. A comparison of the two is attached to this memo.

Sharp's Outdoor Services

A violation notice has been drafted and will be sent soon.

Several Complaints about property on High Meadows

Show-cause hearing scheduled for July 8, 2021 Board Meeting.

Schroeder Body Shop easement

Minor wording changes in text.

Mugg & Bopp's outdoor storage of retail products

Materials have been relocated.

245 Mason Road issue

This property has had changes in ownership and use over the last several years and currently is in a non-conforming status due to the use as both residential and commercial. The Attorney made some suggestions for changes to our zoning ordinance to correct the situation.

American Rescue Plan Act

Discussion about procedures and options, to be determined as more information is made available.

First National Bank Security Agreement

Attorney will review agreement.

## Types of Police Power Ordinances

13

### Administrative

- ▶ Pension Plan/Group Health Ordinance
- ▶ Ordinance Enforcement Officer /Ordinance Violations Bureau
- ▶ Franchises
- ▶ Hazardous Materials Cost Recovery
- ▶ Fire Run Charges

### Regulatory

- ▶ Blight
- ▶ Land Division
- ▶ Trespass
- ▶ Weed Control
- ▶ Noise
- ▶ Assault/Public Disturbance
- ▶ Building Numbering

13

## Violation & Penalty Clauses

14

### Misdemeanor (Crime)

- ▶ Jury trial
- ▶ Citation or complaint & warrant
- ▶ Bench Warrant for failure to appear
- ▶ Probation possible
- ▶ At least one court appearance by Township Attorney
- ▶ "Beyond a reasonable doubt"
- ▶ 5<sup>th</sup> Amendment pertains

### Municipal Civil Infraction (Civil)

- ▶ Judge or magistrate trial
- ▶ Citation
- ▶ Default for failure to appear
- ▶ Default or Magistrate hearing
  - ▶ No attorney required
- ▶ "Compliance Order" possible
- ▶ "Preponderance of the Evidence"
- ▶ 5<sup>th</sup> Amendment not implicated

14

Marion Township General Fund Budget FY 2021 - 2022 Proposed Amendment

	Actual July 2019 - June 2020	Estimated Year-to-Date July 2020 - June 2021	Approved July 2021 - June 2022	Proposed Amended July 2021 - June 2022
<b>6276 · CEMETERY</b>				
<b>276-702 · SEXTON</b>	6,600.00	6,600.00	6,600.00	7,000.00

\*\*\* INVOICE \*\*\*

LIVINGSTON COUNTY ROAD COMMISSION

3535 Grand Oaks Drive  
Howell, MI 48843-0000

Phone: 517-546-4250

0012

MARION TOWNSHIP  
ATTN: TAMMY L, BEAL - CLERK  
2877 W. COON LAKE RD  
HOWELL, MI 48843-0000

Invoice Number

7196

Invoice Date

06/28/2021

Work Order Number

0002AW

201 GENERAL FUND

BURKHART RD  
NORTON RD TO MASON RD  
PAVEMENT REHAB  
2 COURSE HMA

459.002AW BURKHART RD - MARION  
LCRC PORTION

\$ 57,325.52  
\$ (28,662.76)

Total Due

=====  
\$ 28,662.76  
=====

\*\*\* INVOICE \*\*\*

LIVINGSTON COUNTY ROAD COMMISSION

3535 Grand Oaks Drive

Howell, MI 48843-0000

Phone: 517-546-4250

0012

MARION TOWNSHIP  
ATTN: TAMMY L, BEAL - CLERK  
2877 W. COON LAKE RD  
HOWELL, MI 48843-0000

Invoice Number

7198

Invoice Date

06/28/2021

Work Order Number

5002BW

201 GENERAL FUND

TRIANGLE LK RD  
COON LK TO END OF PAV'T  
PAVEMENT REHAB  
MILL, 2 COURSE HMA

489.12.5002BW TRIANGLE LAKE ROAD  
LCRC PORTION

\$ 117,708.51

\$ (35,312.55)

Total Due

=====  
\$ 82,395.96  
=====