

PLANNING COMMISSION AGENDA

Regular Meeting

June 12, 2024 at 7:00 PM



- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **APPROVAL OF AGENDA** - Items can be added or deleted from the Agenda by board action.
 - A. **APPROVAL OF JUNE 12, 2024 PLANNING COMMISSION AGENDA**
- 4) **APPROVAL OF MINUTES** - Items can be added or deleted from the Agenda by board action.
 - A. **MAY 8, 2024 PLANNING COMMISSION MINUTES**
- 5) **PUBLIC COMMENT ON AGENDA ITEMS** Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Comments should address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Non-Agenda items should be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS portion of the meeting agenda.
- 6) **PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION**
 - A. **RZ #2024.01- 16500 DIVISION DRIVE CONDITIONAL REZONING**
 - B. **RZ #2024.02 123 EXCHANGE CONDITIONAL REZONING**
 - C. **SC #24-01 VALLEY VIEW SITE CONDOMINIUM**
 - D. **SIGN ORDINANCE UPDATES**
 - E. **ZONING ORDINANCE AMENDMENTS**
- 7) **OLD BUSINESS**
- 8) **REPORTS AND RECOMMENDATIONS/NEW BUSINESS**
- 9) **PUBLIC COMMENT ON NON-AGENDA ITEMS** Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Comments should address NON-AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS portion of the meeting agenda.
- 10) **BOARD REPORTS**
- 11) **ADJOURNMENT**

PLANNING COMMISSION MINUTES

May 8, 2024

Regular Meeting - 7:00 PM

1) CALL TO ORDER

The meeting was called to order at 7:00 PM by Chair McNiff.

2) ROLL CALL

Roll was called:

Present: Chair McNiff, Banfield, Bright, Fitzgerald, Hodo

Also Present: Director of Community Services Eric Zuzga and Jason Ball, Senior Planner from Progressive Companies

Absent: Burke Smith, Longyear, Stewart, Zuck

3) APPROVAL OF AGENDA - Items can be added or deleted from the Agenda by board action.

A. APPROVE MAY 8, 2024 PLANNING COMMISSION AGENDA

Moved by Banfield, supported by Fitzgerald to approve the agenda as presented. On a voice vote: Motion Carried.

4) APPROVAL OF MINUTES - Items can be added or deleted from the Agenda by board action.

A. MINUTES OF APRIL 10, 2024 PLANNING COMMISSION MEETING

Moved by Banfield, supported by Hodo to approve the minutes of the April 10, 2024 meeting. On a voice vote: Motion Carried.

5) PUBLIC COMMENT ON AGENDA ITEMS Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Comments should address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Non-Agenda items should be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS portion of the meeting agenda.

None

6) PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION

7) OLD BUSINESS

8) REPORTS AND RECOMMENDATIONS/NEW BUSINESS

A. MASTER PLAN UPDATE INITIATION

Zuzga and Ball discussed the need for the Planning Commission to formally initiate the development of a new Master Plan. Zuzga shared the proposal from Progressive Companies to provide services to assist in the development of a new Master Plan. Upon initiation of the Master Plan, Zuzga will send out the required notices to surrounding governments and utilities that serve the community.

Moved by Banfield, supported by Fitzgerald that pursuant to MCL 125.3845 Section 45(2) the City of Marshall Planning Commission has determined that the city should initiate the process to develop a new Master Plan due to changes in the community over the last two years and the fact that eight years has elapsed since the the development of the last Master Plan . On a voice vote: Motion Carried.

B. SIGN ORDINANCE DISCUSSION

Zuzga and Ball lead the discussion on updates to the Sign Ordinance. The Planning Commission had substantial discussion on the contents of the proposed updates, especially in the area of LED message boards in various sections of the city. Direction was given to make several changes to the draft and that members were to continue consideration of changes to the LED message board section. A public hearing will be scheduled for June 12, 2024, to consider a recommendation on the changes to City Council.

C. UPDATE B-4/FS ORDINANCE-HEIGHT AND BANKS ISSUE

Zuzga presented a draft ordinance that would increase the maximum height for buildings in the B-4 and FS zoning districts as well as allow financial institutions with a drive-through as a permitted use in the B-4 district. The consensus of the members was that the draft met the desired goals and that a public hearing should be scheduled. A public hearing is scheduled for June 12, 2024 to consider the draft ordinance.

- 9) PUBLIC COMMENT ON NON-AGENDA ITEMS** Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Comments should address NON-AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS portion of the meeting agenda.

None

10) BOARD REPORTS

11) ADJOURNMENT

With no further business, the meeting was adjourned at 8:15 PM.



ITEM 6.A

TO: Planning Commission
FROM: Eric Zuzga, Director of Community Services
DATE: June 12, 2024
SUBJECT: RZ #2024.01- 16500 DIVISION DRIVE CONDITIONAL REZONING

Case #: RZ#24.01
Address: 16500 Division Drive
Parcel #: 53-003-025-00
Zoning District: Research and Technology District (I-1)
Proposed District: Multiple Family Residential (MFRD) with conditions
Surrounding Zoning: I-1 to the west, east, and south, Township RA district to the North
Surrounding Uses: Vacant industrial to the west; industrial to south and east, and residential to the north
Previous Action: Site plan for a marijuana gro/processor was approved, but has lapsed.

Summary

Integra Homes has submitted a Conditional Rezoning Application (RZ#24-01) for said property to Multiple Family Residential District. As required under the Michigan Zoning Enabling Act, Integra has provided a list of conditions that they are willing to place on the rezoning. The following conditions will limit the use of the parcel to those below and nothing else that would be allowed under the MFRD zoning:

1. Limit the development to two duplex structures for a total of four units as shown in the concept plan.
2. Construct the buildings similar to the model elevation and floor plans provided.
3. Ensure a total of nine acres or 95 percent of the parcel remains as undeveloped open space.
4. Provide a buffer of five feet from the emergent wetlands.

The Planning Commission and City Council have to accept or reject the proposed conditions. There is no ability to suggest other conditions under a conditional rezoning. As with other tools, the City Council has final approval on this request, which is made after a review and recommendation by the Planning Commission.

Public Hearing and Notice Requirements

As required by the Michigan Zoning Enabling Act (PA 110 of 2006), as amended, a public hearing was scheduled for the June 12, 2024 Planning Commission. The required notice was published in the Marshall Advisor and Chronicle on Saturday, May 18, 2024. Notices of the public hearing were also sent by regular mail to the owners/ occupants of properties located within 300' of the subject parcel.

Findings

The following findings are provided by city staff to assist in your review of the Conditional Rezoning request

A. The proposed zoning district is more appropriate than any other zoning district, or more appropriate than adding the desired use as a special land use in the existing zoning district.

The proposed rezoning, when coupled with the proposed conditions, is more appropriate considering the development within the surrounding neighborhood. The proposed duplexes fit the site and is highest and best use of the site. Adding residential as a special land use in the I-1 zoning district is directly against the intent of the district. This would lead to problems in other areas of the city.

B. The property cannot be reasonably used as zoned.

The existing wetlands and small building sites severely limit the use of the property as industrial. The existence of a protected turtle species on the site provided a major limitation to a previous proposed use.

C. The proposed zone change is supported by and consistent with the goals, policies, and future land use map of the adopted City Master Plan. If conditions have changed since the plan was adopted, as determined by the Planning Commission, the consistency with recent development trends in the area shall be considered.

While the requested conditional rezoning to the Multiple Family Residential District for the development of two duplex buildings does not comply with the city's future land use map, it does support a specific goal of the community. Goal 6 of the Master Plan indicates a desire to strengthen cooperation and coordination with neighboring townships to ensure long-term success. This area of the community sees the City of Marshall, Marshall Township, and Fredonia Township sharing Division Drive. Three of the objectives of this goal include:

- Continue to collaborate with Marshall Township on land use issues and support the efforts of the Joint Planning Commission.*
- Encourage dialogue and collaboration with neighboring townships regarding land use and development issues.*
- Work to establish common or compatible development standards for uses near the city's boundaries that are palatable to both the city and adjoining townships.*

This desire to cooperate and collaborate on land uses shows a concern for compatibility of adjacent development. The conditional rezoning to residential supports these objectives by providing some transition and buffer between industrial and residential/rural uses.

D. The proposed zone change is compatible with the established land use pattern, surrounding uses, and surrounding zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential influence on property values, and is consistent with the needs of the community.

The proposed change is compatible with the surrounding uses and land use pattern. The duplexes and wetlands are a good buffer from the light industrial uses to the south and east. Impacts to the environment, density, nature of use, traffic impacts, esthetics, infrastructure, and influence on poperty values is expected to be more positive than what would be seen with an industrial use on the site.

A 2016 Housing Market Analysis identified housing as a major need for the community. Since that study was completed, very few units have been developed and additional pressure on the housing

market is being felt from expansions in the local job market and the announcement of the Ford Blue Oval Battery Plant project. While this is only four units, it is an efficient use of a unique site to assist in meeting this demonstrated need.

E. All the potential uses allowed in the proposed zoning district are compatible with the site's physical, geological, hydrological, and other environmental features.

The proposed conditions limit the uses in the MFRD zoning to two duplexes, well below the density that would be allowed under a straight MFRD rezoning. The proposed development is more compatible with the site than what would be expected with an industrial use.

F. The change would not severely impact traffic, public facilities, utilities, and the natural characteristics of the area, or significantly change population density, and would not compromise the health, safety, and welfare of the city.

The change would not severely impact traffic, public facilities or utilities. The four residential units that have been proposed will cause much lower traffic counts and heavy truck traffic compared to that which could be expected from an industrial operation.

The proposed conditions provide a much lower density than could be allowed under MFRD zoning, which will be more harmonious with the current development in the neighborhood. The proposed conditions also protect the natural characteristics of the property more than what would be expected for industrial use.

Staff do not believe the health, safety, and welfare of the city would be comprised in any way by this rezoning. Actually, the current wetlands are all preserved and the change in use would eliminate one of the last remaining sites for marijuana operations for which we have received many complaints about odor on the existing sites around the community.

G. The rezoning would constitute and create an isolated and unplanned district contrary to the City Master Plan which may grant a special privilege to one landowner not available to others.

Conditional rezoning allows the city to approve a request based upon its merits and the conditions that are proposed. The surrounding parcels in the township are residential, so this rezoning would not create an isolated district.

H. The change of present district boundaries is consistent in relation to existing uses, and construction on the site will be able to meet the dimensional regulations for the proposed zoning district listed in the schedule of regulations.

As the owner has proposed a specific design as part of the conditional rezoning, Planning Commission can be assured that the property will meet the dimensional regulations in the proposed District.

Existing uses in the areas directly adjacent to the parcel are residential and the proposed rezoning would be in harmony with the surrounding township parcels. Due to the nature of the site, the buildable area of this lot is separated from the City's Industrial uses to the south and east by wetlands.

I. There was a mistake in the original zoning classification, or a change of conditions in the area supporting the proposed rezoning.

There was no mistake in the original zoning classification, but with the higher demand for housing in the area, the proposed conditional rezoning will allow the property to be used to its best, highest use. It is also a more compatible use for the surrounding properties in the township.

J. Adequate sites are neither properly zoned nor available elsewhere to accommodate the

proposed uses permitted in the requested zoning district.

There are other sites, but this unique property's highest and best use is residential.

RECOMMENDATION:

Recommend approval of Ordinance #2024-08, an ordinance to conditionally rezone Parcel #53-003-025-00 (16500 Division Drive) to Multiple Family Residential District from its current zoning of Research and Technology District (I-1).



City of Marshall
ZONING DISTRICT AMENDMENT APPLICATION
For Changing Zoning District Designation

Telephone
(269) 781-3985

Address:
323 W Michigan Ave, Marshall,
Michigan 49068

Fax
(269) 789-4628

Fee: \$400

PROPERTY OWNER NAME (Last, First): Integra Homes, LLC

ADDRESS (House Number and Street): 101 Redfield Plaza

CITY, STATE, ZIP: Marshall, MI 49068

TELEPHONE: 517-914-5022

EMAIL ADDRESS:

ryanv@integrahomesandrealty.com

I would like to rezone my property from I-1 **to** MFRD
because Conditional rezoning to allow the development of two duplexes.

- **ATTACH A LEGAL DESCRIPTION OF PROPERTY TO THIS FORM**

ADDRESS OF SUBJECT PROPERTY: 16500 Division Drive

EXISTING AND PROPOSED USE OF PROPERTY: Vacant and residential

**NAME, ADDRESS & PHONE NUMBER OF ALL OTHER PERSONS, FIRMS, etc.
HAVING A LEGAL CONNECTION TO THE SUBJECT PROPERTY:**

OWNER'S SIGNATURE:  **DATE:** 5/16/24

Questions concerning these requirements should be directed to the Planning and Zoning Office

Eric Zuzga Zoning Administrator – ezuzga@cityofmarshall.com 269-781-3985 x 1145

-OFFICIAL USE-

CASE # _____ FILING DATE _____ FEE PAID _____ RCD BY _____

APPROVED FOR PC MEETING DATE _____

Conditional Rezoning Amendment – 16500 Division Drive

The requested conditional rezoning is for property addressed as 16500 Division Drive, parcel no. 53-003-025, which is located at the southwest corner of Division Drive and Brooks Drive. The property is 10.61 acres and is zoned I-1: Research and Technology District. The applicant, Integra Homes, wishes to conditionally rezone the property to the MFRD: Multiple Family Residential District to allow the development of two duplexes for a total of four residential units.

Conditions offered by the applicant:

1. Limit the development to two duplex structures for a total four units as shown in the concept plan.
2. Construct the buildings similar to the model elevation and floor plans provided.
3. Ensure a total of nine acres or 95 percent of the parcel remains as undeveloped open space.
4. Provide a buffer of five feet from the emergent wetlands.

Section 7.1: Amendments, Subsection 3. Community Impact Statement:

A. *Qualifications of Preparer:*

Planner: Julie Johnston, AICP from J. Johnston Consulting

Julie has a master's degree and City and Regional Planning, has been certified with the American Institute of Certified Planners since 2000, and has worked in planning and zoning for close to 30 years. She has experience in both urban and rural planning working for cities and townships in Michigan, Ohio, Tennessee, Arizona, and Florida.

Engineer: Tyler Cravens, P.E. from Mitten State Engineering

Tyler received his civil engineering degree from Western Michigan University and has been a licensed Professional Engineer since 2018. He established Mitten State Engineering in 2019 and has gained recognition as a market leader.

B. *Site Description:*

The parcel in question is located at the southern end of the City of Marshall, where jurisdictional boundaries south of Industrial Road along the west side of South Kalamazoo Avenue (M-227) extend in and out of Marshall Township. This is an area of the city that is predominately zoned and used as industrial. However, moving west on Division Drive into Marshall and Fredonia Townships, the land use quickly changes to low density residential uses, undeveloped land, and active farmland. (See the Site Plan and Aerial Map.)

Adjacent land uses on Brooks Drive include a single-family home at the southwest corner of Brooks and Division, and the Sheet Metal Workers Local Union building to the east of the property. On the east side of Brooks Drive is Stelmi America who manufactures chrome plated steel bars, Marshall Building Components, and an additional warehouse structure at the end of Brooks Drive. However, to the north of the subject property along Division Drive in Marshall Township are six single-family homes and a significant amount of undeveloped land on the Buckeye Terminals property. To the south and west are large undeveloped properties, one 22-acre parcel is within the City of Marshall jurisdiction and the remaining are within Fredonia Township.

The parcel is adjacent to Division Drive, which is categorized as a Local Hard Surface Road by the Calhoun County Road Commission. Local roads are not expected to manage the same amount of traffic as a primary road, which are the major roadways in the county system. The parcel will be connected to public sewer found on Division and Brooks Drives, but will utilize water wells approved through the Calhoun County Public Health Department.

The 10-acre parcel is pie-shaped with the widest edge adjacent to Brooks Drive. The topography of the site is relatively flat, with the highest and most level area at an elevation of 922 feet approximately 400 feet from the western edge of the parcel. The low-lying areas which are located at both the east and west ends of the parcel drop down to an elevation of about 918 to 916 feet. These low-lying areas are also designated as freshwater emergent wetlands by the U.S. Fish and Wildlife Service's national wetlands inventory. Almost four acres of the eastern side of the parcel is designated as a wetland, as well as approximately one-third of an acre at the western tip of the parcel. When viewing the parcel on aerial photography, these wetland areas are clearly visible, with persistent surface water. According to the definition of a freshwater emergent wetland, surface water is found through the growing season in most years. When surface water is absent, the water table is usually at or very near the surface. (See the Wetlands Map.)

Due to the emergent wetlands, there is limited woodlands on the parcel of any significance. There is a small wooded area near the southeast corner of the property and trees can be found intermittently along Division Drive. At the west end of the property, if any wooded areas existed, they have been removed from the site. The soils on the site are Houghton Muck, Undrained in the wetland areas, Oshtemo Sandy Loam near Brooks Drive, and Boyer Sandy Loam in the area of highest elevation. As expected, Houghton Muck is very poorly drained soil and is not a soil type conducive for construction. Both the Oshtemo and Boyer sandy loams are ideal for home construction. Loam consists of silt, sand, and clay and is able to hold water at a more even rate. (See the Soils Maps.)

C. *Conceptual Site Plan*: Please see attached.

D. *Land Use Impacts*:

The request is to allow the development of two duplex structures for a total of four units. In addition, each duplex will have its own two-car garage for vehicle parking. A driveway is proposed off Division Drive that will provide access for both structures. The driveway will split into four separate approaches for each garage door. The two duplexes will be developed immediately adjacent to each other, meeting the proper setbacks between buildings. It is also planned that the buildings would be placed closer to the southern property line, allowing for a larger front yard setback than the required 40 feet.

The requested residential use does not conform to the planned land development pattern of the City's Master Plan. The Future Land Use Map (excerpt attached) indicates this parcel should develop as industrial. However, the environmental constraints on the property make industrial development difficult. It is likely that building size and parking requirements for an industrial use would be problematic due to the emergent wetlands. In addition, the amount of runoff from the impervious surfaces needed for an industrial use could be more impactful to the wetlands.

A residential use does more closely conform with the Future Land Use plans (excerpts attached) of both Marshall and Fredonia Townships. Due to Talmadge Creek found to the west and south of the subject parcel, Fredonia Township has designated adjacent land uses as Open Space and Agricultural

in their Future Land Use Map. Across Division Drive, Marshall Township has planned for Open Space/Recreational uses as well as Low Density uses to the north and west of the subject parcel, with the Industrial District surrounding to the north and east to accommodate existing uses.

This area where the City of Marshall, Marshall Township, and Freedonia Township come together could be seen as a transitional zone. Many industrial uses are found and are planned to the east of the subject site, but then transition to low-density residential and farming moving west on Division Drive. The subject property could support this transition and provide a buffer between the low density uses found in Marshall or Fredonia Townships and the industrial found in the city.

E. *Environmental Impacts:*

The development of residential units should have less environmental impact than an industrial use. Impervious surfaces will be less, reducing runoff from the development. Also, light, noise, and air pollution would be at residential levels reducing impacts to neighboring residential homes. Construction of the site would be limited to approximately one acre of the 10-acre parcel, again minimizing the impacts to the emergent wetlands. A residential development will also create less noise, light, and air pollution than an industrial development to the neighboring single-family homes. Residential lighting on porches and adjacent to garages can be downward directed stopping light encroachment from the property.

Neither wetland will be impacted by the construction of the duplexes, so mitigation will not be required. All proper procedures will be in place to protect the wetland during construction, including a buffer of five feet and proper silt fencing.

F. *Impact on Public Facilities and Services:*

The duplexes will support four households on the site. In the City of Marshall, the average household size is 2.78 persons per the 2022 American Community Survey 5-Year Estimates. Based on this, it is expected that approximately 11 people could potentially live within the units. However, the model duplex planned for this development has three bedrooms per units, which could mean up to four people depending on the family make-up. This could increase the number of people on site to 16.

The addition of four new units should have little impact on police and fire protection from the city or neighboring townships. No new facilities or equipment will be needed to service new residential construction of this size.

G. *Utility Impacts:*

As previously stated, the development expects to extend public sanitary sewer facilities but will utilize onsite wells for water. An extension of the sanitary sewer infrastructure available at Division and Brooks drive will be necessary.

Section 7.1: Amendments, Subsection 8. Rezoning Criteria

- A. *The proposed zoning district is more appropriate than any other zoning district, or more appropriate than adding the desired use as a special land use in the existing zoning district.*

This section of the city is adjacent to more rural areas of Marshall and Fredonia Townships. There is a distinct transition between the industrial zoned properties within the City of Marshall jurisdiction and the residential and rural character of the neighboring townships. The requested conditional rezoning to a residential use can provide a buffer between the two land use types and support the transition of uses moving west on Division Drive.

Allowing residential development with the I-1: Research and Technology District as a special land use would be counterintuitive to the purpose of that district. Per the Zoning Ordinance, the intent of the Research and Technology District is to support economic development through research, testing, warehousing, assembly, and limited industrial uses. Residential development would not fit this objective.

- B. *The property cannot be reasonably used as zoned.*

With the significant environmental constraints on the property, its use as industrial land is severely limited without impacting important natural features. The residential use can develop on a small portion of the property allowing these natural features to remain. Construction of an industrial use would likely need more property, requiring encroachment and mitigation of the wetlands.

- C. *The proposed zone change is supported by and consistent with the goals, policies and future land use map of the adopted City Master Plan. If conditions have changed since the plan was adopted, as determined by the Planning Commission, the consistency with recent development trends in the area shall be considered.*

While the requested conditional rezoning to the Multiple Family Residential District for the development of two duplex buildings does not comply with the city's future land use map, it does support a specific goal of the community. Goal 6 of the Master Plan indicates a desire to strengthen cooperation and coordination with neighboring townships to ensure long-term success. This area of the community sees the City of Marshall, Marshall Township, and Fredonia Township sharing Division Drive. Three of the objectives of this goal of cooperation includes:

- Continue to collaborate with Marhsall Township on land use issues and support the efforts of the Joint Planning Commission.
- Encourage dialogue and collaboration with neighboring townships regarding land use and development issues.
- Work to establish common or compatible development standards for uses near the city's boundaries that are palatable to both the city and adjoining townships.

This desire to cooperate and collaborate on land uses shows a concern for compatibility of adjacent development. The conditional rezoning to residential supports these objectives by providing some transition and buffer between industrial and residential/rural uses.

- D. The proposed zone change is compatible with the established land use pattern, surrounding uses, and surrounding zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values, and is consistent with the needs of the community.*

As stated in the Community Impact Statement, the change to a residential use in this area is consistent with the transition of uses from industrial to residential and more rural agricultural uses along Division Drive. Impacts to the land, environment, property values, traffic, aesthetics, infrastructure, etc. are all likely to be less intense than an industrial use.

The State of Michigan is experiencing a serious housing shortage, worse than the national average for both owners and renters according to the MI New Economy. The Statewide Housing Plan is working towards 75,000 new or rehabilitated housing units in the next five years. In addition, a quick review of Calhoun County's GIS data and the City of Marshall's Zoning Map shows there are about 654 acres of vacant land zoned the I-1 District south of Division Drive. The conditional rezoning change to Multiple Family Residential District would not impact the ability of the city to continue its economic growth.

- E. All the potential uses allowed in the proposed zoning district are compatible with the site's physical, geological, hydrological and other environmental features.*

The development of residential uses on this parcel is more compatible with the site's physical and environmental limitations. There is only one small area of the parcel that is outside the emergent wetlands that is large enough to allow for this type of construction. An industrial use would likely need more acreage to accommodate development, including buildings and necessary parking.

- F. The change would not severely impact traffic, public facilities, utilities, and the natural characteristics of the area, or significantly change population density, and would not compromise the health, safety, and welfare of the City.*

The change in use from industrial to residential would not severely impact public infrastructure or the health, safety, and welfare of the city. And the natural characteristics of the property would be further protected with the conditional rezoning.

The Federal Highway Administration indicates the average household has 9.5 vehicle trips per day, which would equate to approximately 38 additional trips on Division Drive. Calhoun County Road Commission gives this area of Division Drive a PASER rating of fair, which means the surface is aging but the road is in sound structural condition. The additional trips will not severely impact the road or traffic in this area.

- G. The rezoning would constitute and create an isolated and unplanned district contrary to the City Master Plan which may grant a special privilege to one landowner not available to others.*

The use of a conditional rezoning provides an option for the city to review a project and subject property on its individual merits. It reduces controversy or concerns over the rezoning because the jurisdiction and adjacent neighbors know exactly what use will be constructed and sometimes how it will be built. A conditional rezoning is also enforceable by the court system.

The change from industrial to residential will not be an isolated district in this area as residential uses and zoning currently exists, and future land use for residential is planned to the west by Marshall Township.

- H. The change of present district boundaries is consistent in relation to existing uses, and construction on the site will be able to meet the dimensional regulations for the proposed zoning district listed in the schedule of regulations.*

The parcel in question is 10.61 acres. With four units on the property, this is a density of 0.37 dwelling units per acre. The Multiple Family Residential District allows up to 12 units per acre. Subsection 3.13 of the Zoning Ordinance requires 40 percent undeveloped open space and 120 square feet per dwelling unit of developed open space. Per the attached concept plan, a total of nine acres or 95 percent of the parcel will remain as undeveloped open space and approximately 250 feet of developed open space will remain per unit for a total of 1,000 feet.

Subsection 3.13 also requires all multiple-family or multiple group developments to have no building closer than 25 feet to an adjacent boundary line, which we assume means the property line. This requirement has been met as shown on the concept plan. The parcel is both a corner lot and a triangular shaped lot. Based on its configuration and the requirements of the Zoning Ordinance, the parcel will require two front yard setbacks from Division and Brooks Drive. This requirement, along with lot size, lot frontage, lot coverage, building height and minimum floor area will be met.

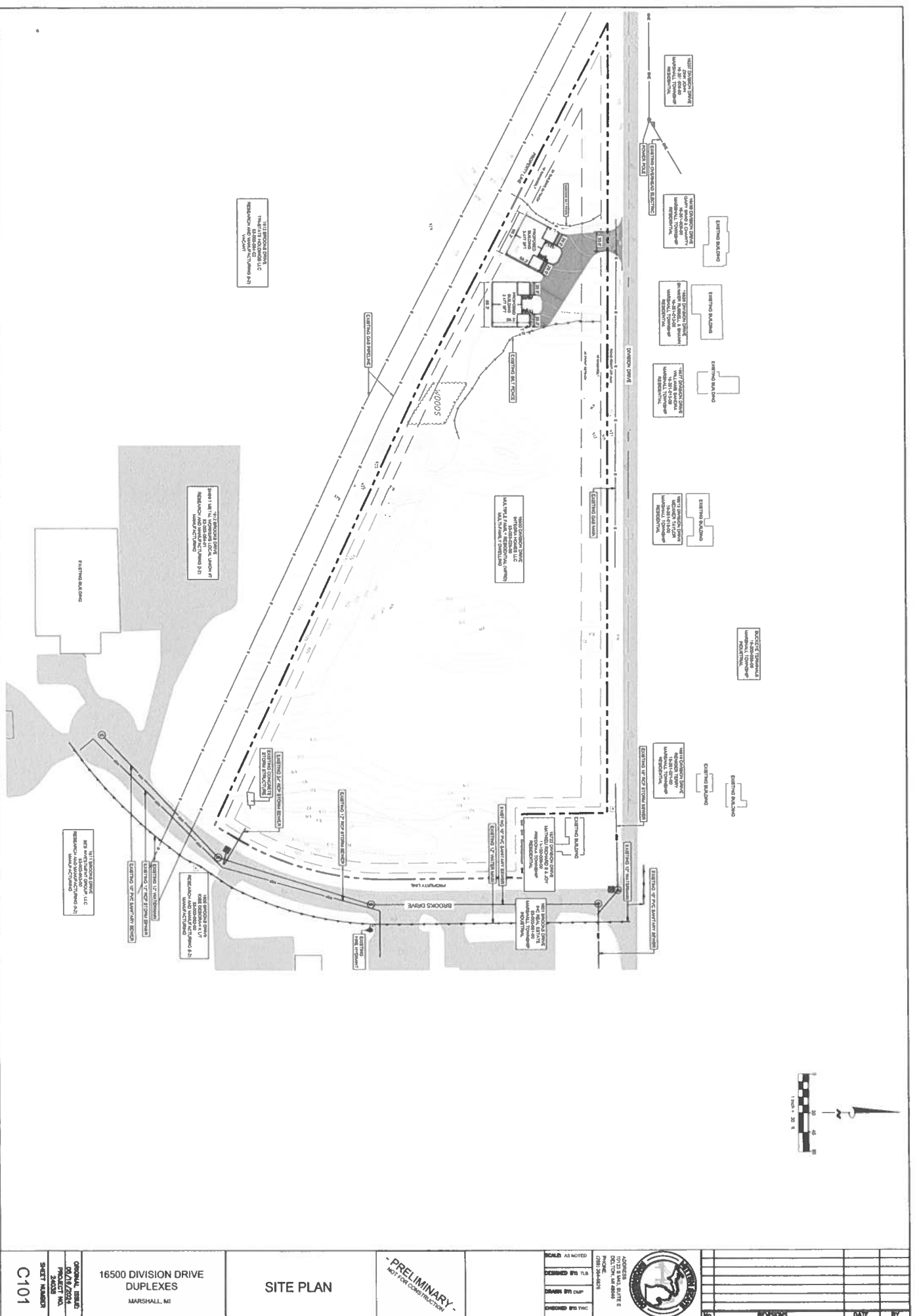
Finally, Subsection 4.11 of the Zoning Ordinance indicates the size and architectural design of two-family dwellings shall be in harmony with the surrounding neighborhood and shall not be detrimental to the future use or development of adjacent lots. The attached elevation and floor plan outline the general intent of the applicant related to construction of the dwellings. The buildings will have a traditional residential design, with a peaked roof and front porch.

- I. There was a mistake in the original zoning classification, or a change of conditions in the area supporting the proposed rezoning.*

The conditional rezoning is more about utilizing a restricted parcel in a manner similar to the adjacent uses in Marshall and Fredonia Townships.

- J. Adequate sites are neither properly zoned nor available elsewhere to accommodate the proposed uses permitted in the requested zoning district.*

Adequate sites may be available elsewhere that are zoned MFRD, but with the limited acreage that is developable on this property, residential is the highest and best use. The conditional rezoning and proposed project allows the property owner to utilize their resource without negatively impacting adjacent properties, the city, or neighboring townships.



16500 Division Drive—Aerial Map of Existing Land Uses





May 12, 2024

Wetlands

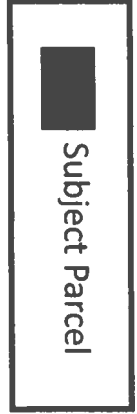
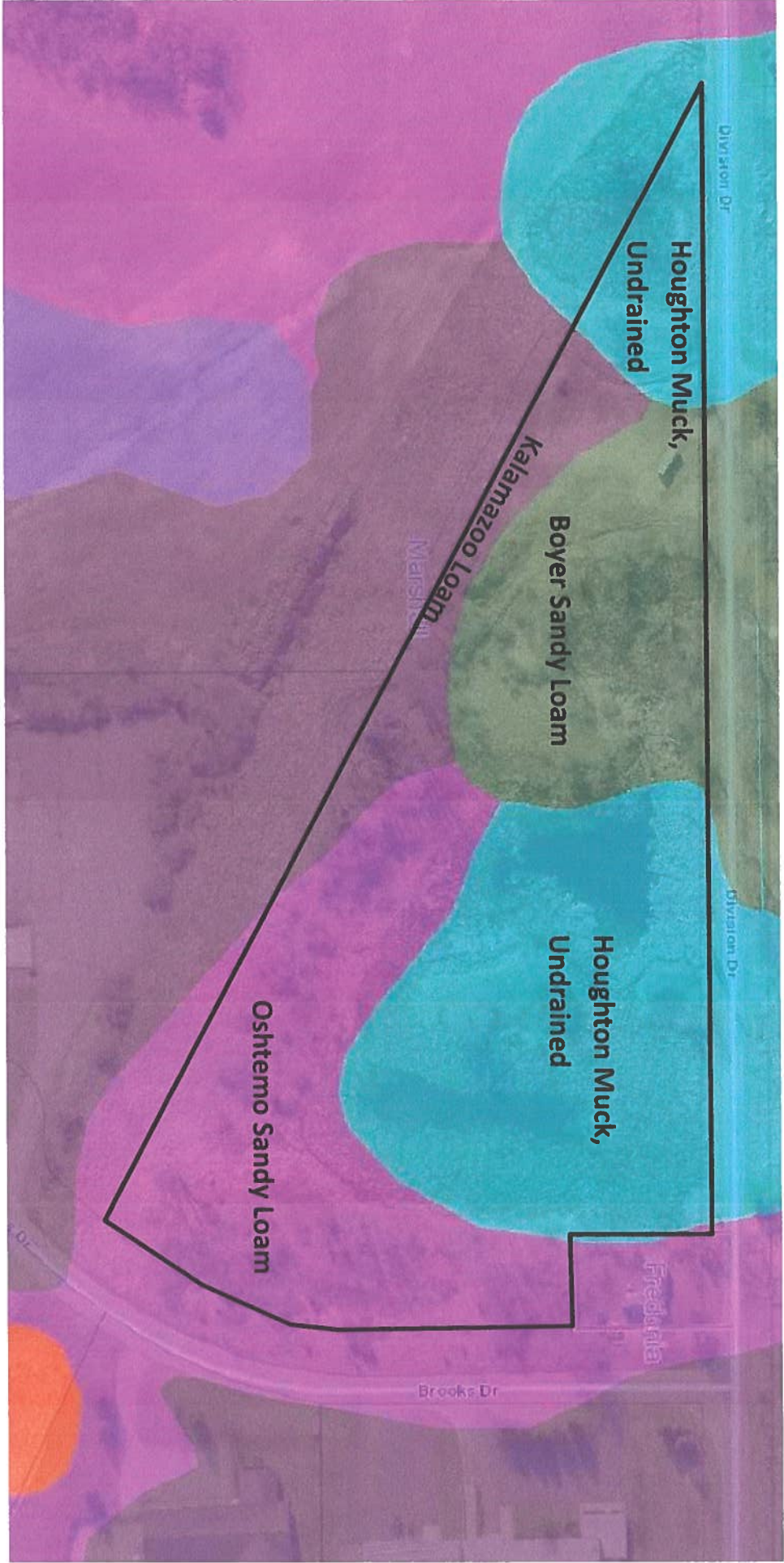
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

U.S. Fish and Wildlife Service National Standards and Support Team
wetlands.dnr.michigan.gov

16500 Division Drive—Soils Map





MAP LEGEND

 Area of Interest (AOI)	 Spoil Area
 Area of Interest (AOI)	 Stony Spot
Soils	 Very Stony Spot
 Soil Map Unit Polygons	 Wet Spot
 Soil Map Unit Lines	 Other
 Soil Map Unit Points	 Special Line Features
Special Point Features	Water Features
 Blowout	 Streams and Canals
 Borrow Pit	Transportation
 Clay Spot	 Rails
 Closed Depression	 Interstate Highways
 Gravel Pit	 US Routes
 Gravelly Spot	 Major Roads
 Landfill	 Local Roads
 Lava Flow	Background
 Marsh or swamp	 Aerial Photography
 Mine or Quarry	
 Miscellaneous Water	
 Perennial Water	
 Rock Outcrop	
 Saline Spot	
 Sandy Spot	
 Severely Eroded Spot	
 Sinkhole	
 Slide or Slip	
 Sodlic Spot	

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Calhoun County, Michigan
Survey Area Data: Version 21, Aug 24, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

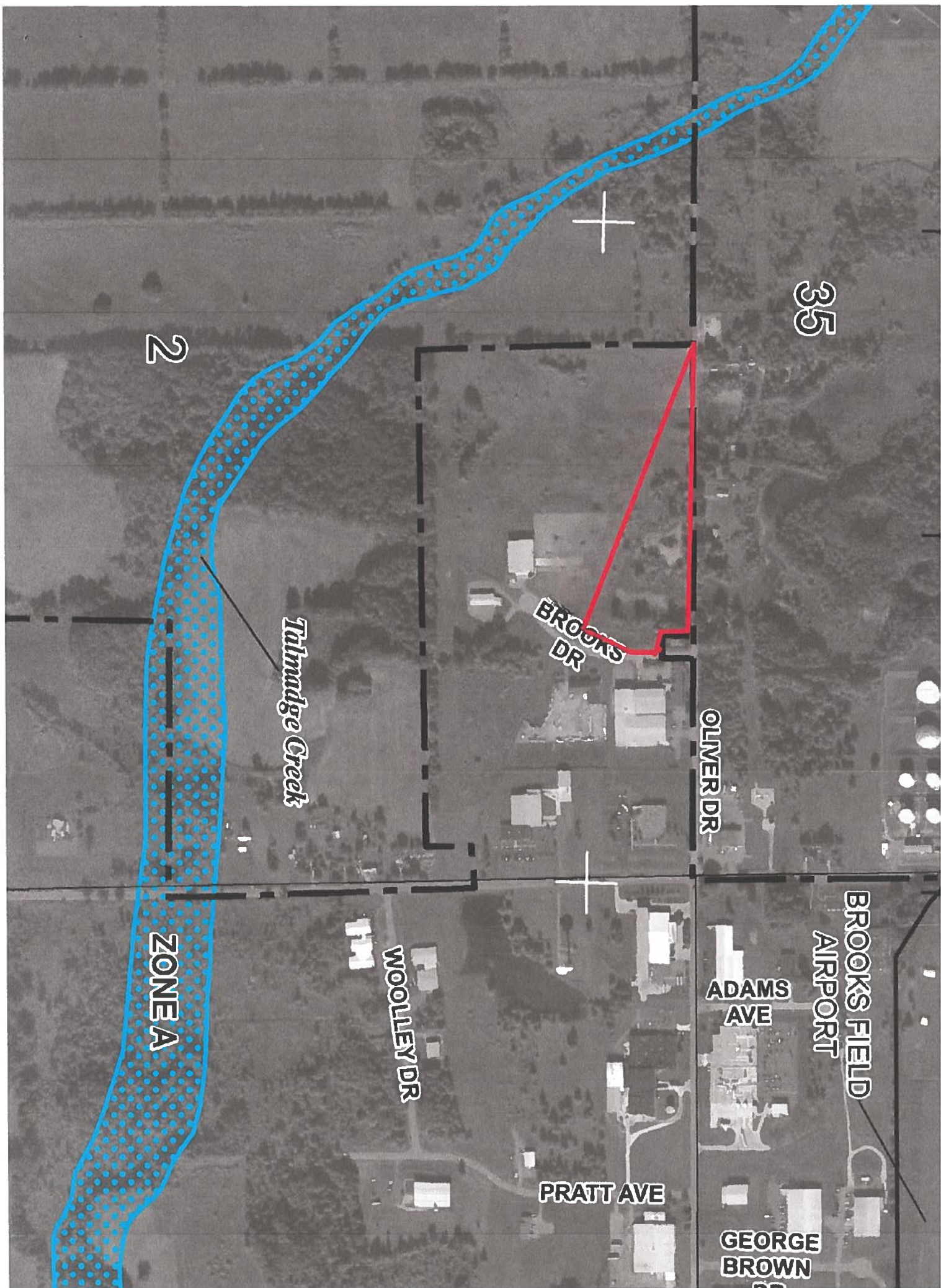
Date(s) aerial images were photographed: Oct 4, 2022—Nov 7, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
13B	Spinks loamy sand, 0 to 6 percent slopes	12.1	8.7%
13C	Spinks loamy sand, 6 to 12 percent slopes	4.4	3.1%
14B	Bronson sandy loam, 0 to 6 percent slopes	8.2	5.9%
16B	Oshtemo sandy loam, 0 to 6 percent slopes	15.8	11.3%
16C	Oshtemo sandy loam, 6 to 12 percent slopes	17.4	12.4%
17C	Boyer sandy loam, 6 to 12 percent slopes	6.1	4.4%
25A	Kalamazoo loam, 0 to 2 percent slopes	28.6	20.5%
25B	Kalamazoo loam, 2 to 6 percent slopes	15.3	11.0%
25C	Kalamazoo loam, 6 to 12 percent slopes	2.0	1.5%
43B	Brady sandy loam, 1 to 4 percent slopes	1.1	0.8%
65	Sebewa loam, 0 to 2 percent slopes	1.8	1.3%
AdraaA	Adrian muck, 0 to 1 percent slopes	2.2	1.6%
HgtajA	Houghton muck, undrained, 0 to 1 percent slopes	20.2	14.5%
W	Water	4.2	3.0%
Totals for Area of Interest		139.5	100.0%





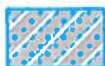
LEGEND



SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100 year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard may include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Area of special flood hazard formerly protected from the 1% annual chance flood event by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined



FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.



OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
---------------	---



OTHER AREAS

ZONE X	Areas determined to be outside of the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.



COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS



OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.



1% annual chance floodplain boundary



0.2% annual chance floodplain boundary



Floodway boundary



Zone D boundary



CBRS and OPA boundary



Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.



Base Flood Elevation line and value; elevation in feet*

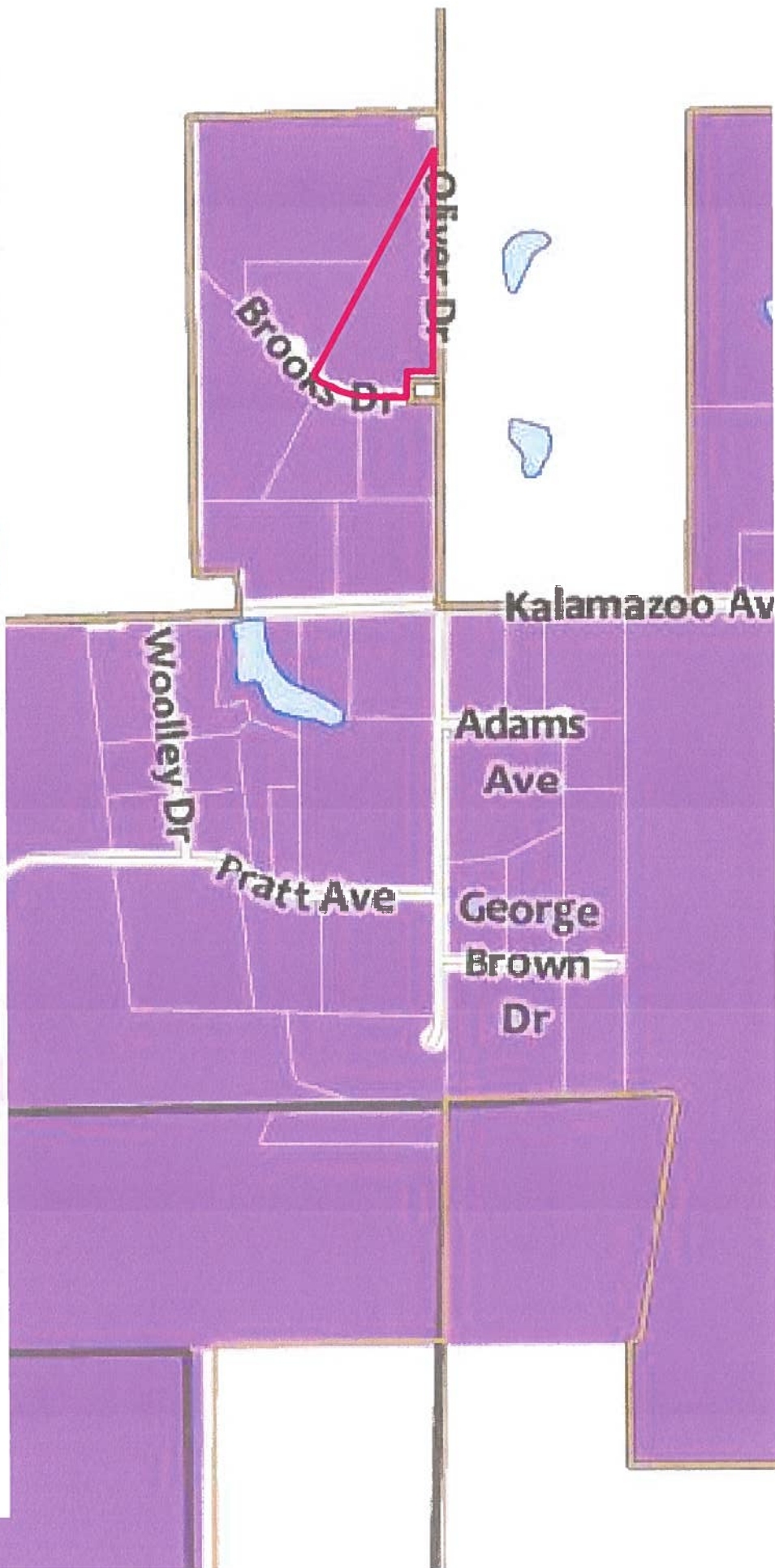


Base Flood Elevation value where uniform within zone; elevation in feet*

(EL 10)

City of Marshall Zoning Map—Excerpt

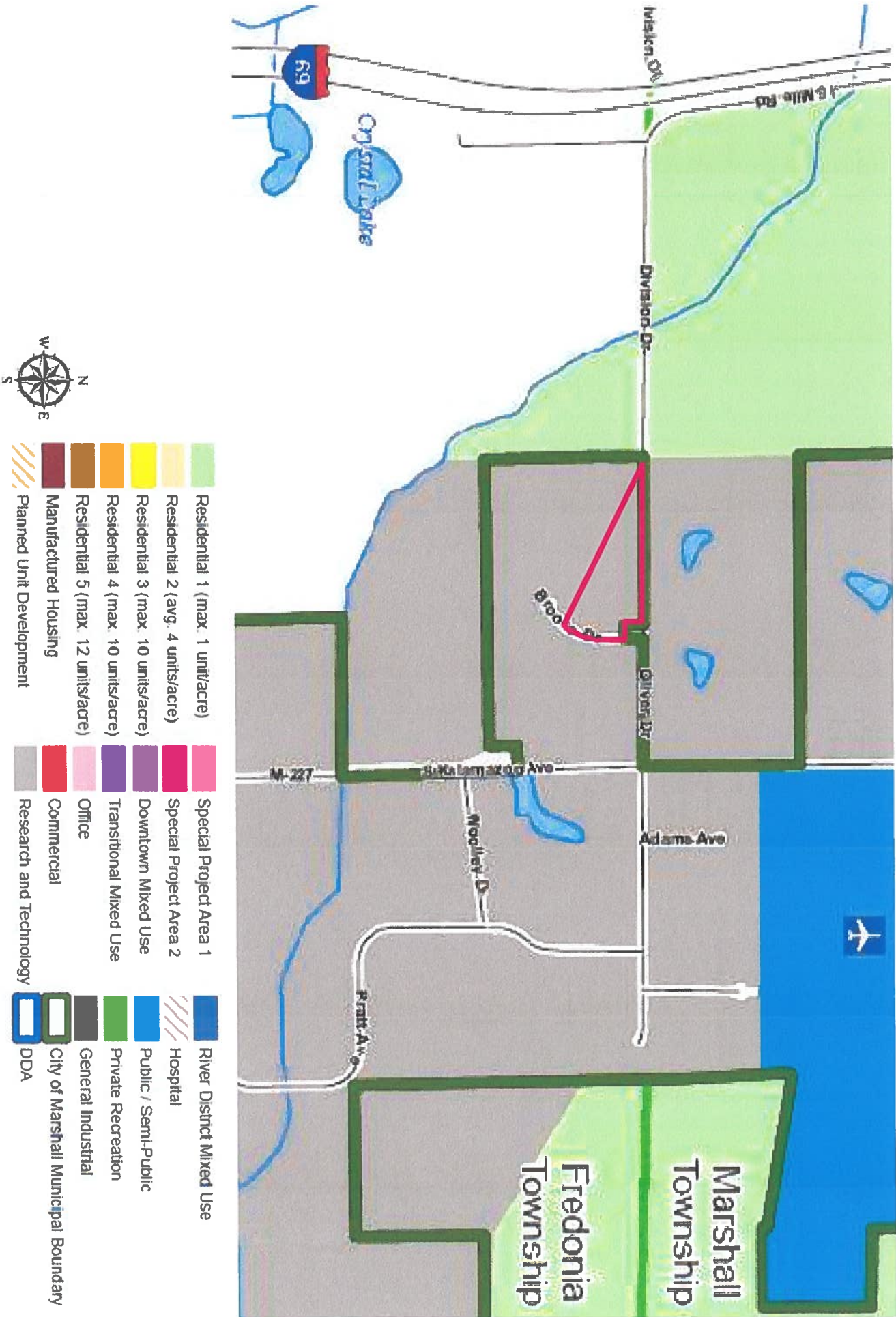
Subject Parcel



- | | | | | | |
|---|-----------------------------------|---|--------------------------------------|---|---------------------------------|
|  | R-1 Residential Estate |  | HCHSD Health Care and Human Services |  | I-2 General Industrial |
|  | R-2 Suburban Residential |  | B-2 Local Business |  | PGP Public/semi Public Services |
|  | R-3 Traditional Residential |  | B-3 Neighborhood Commercial |  | PUD Planned Unit Development |
|  | MFRD Multiple Family Residential |  | B-4 Regional Commercial |  | DDA |
|  | MHPD Manufactured Housing Park |  | FS Freeway Services | | |
|  | POSD Professional Office Services |  | I-1 Research and Manufacturing | | |

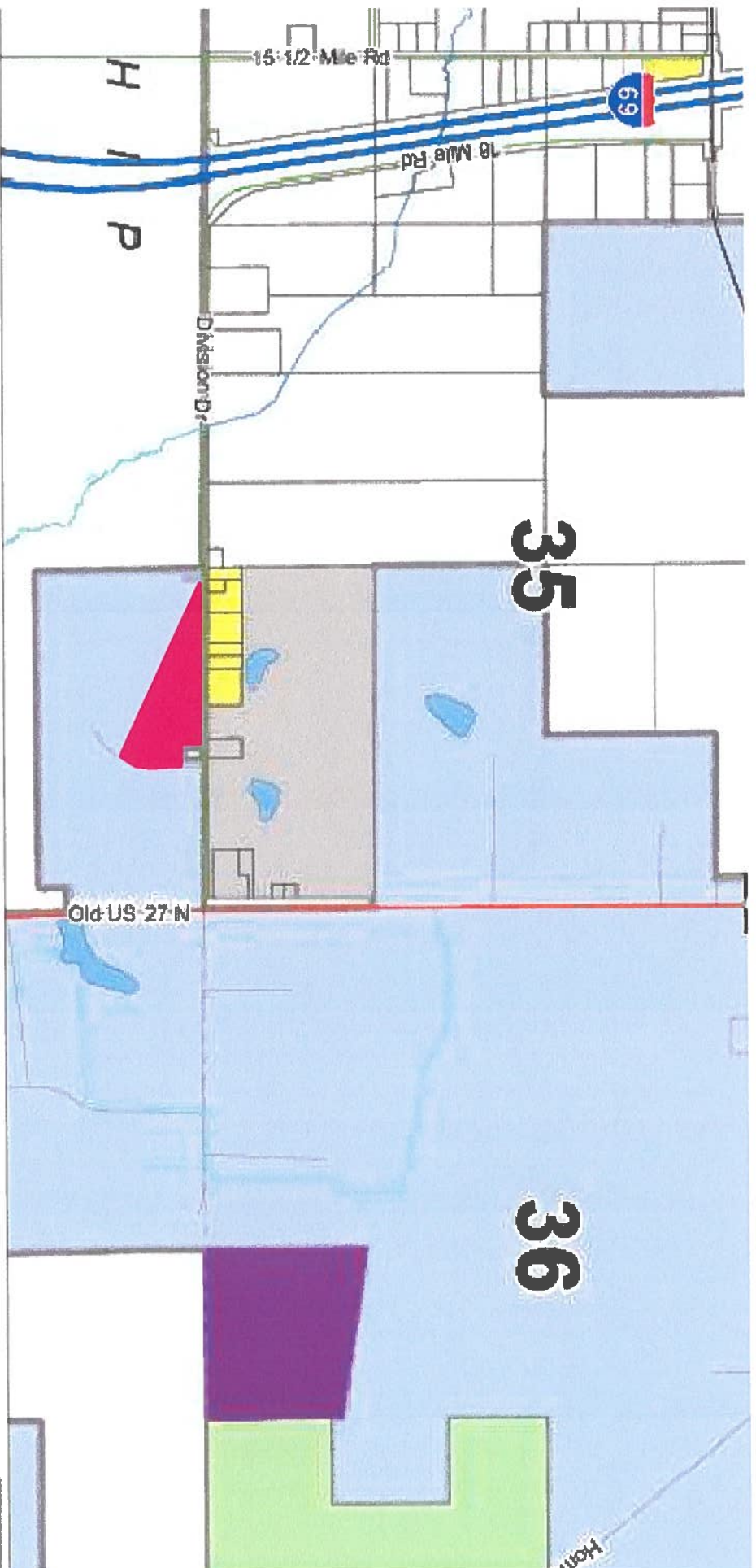


City of Marshall FLU Map—Excerpt



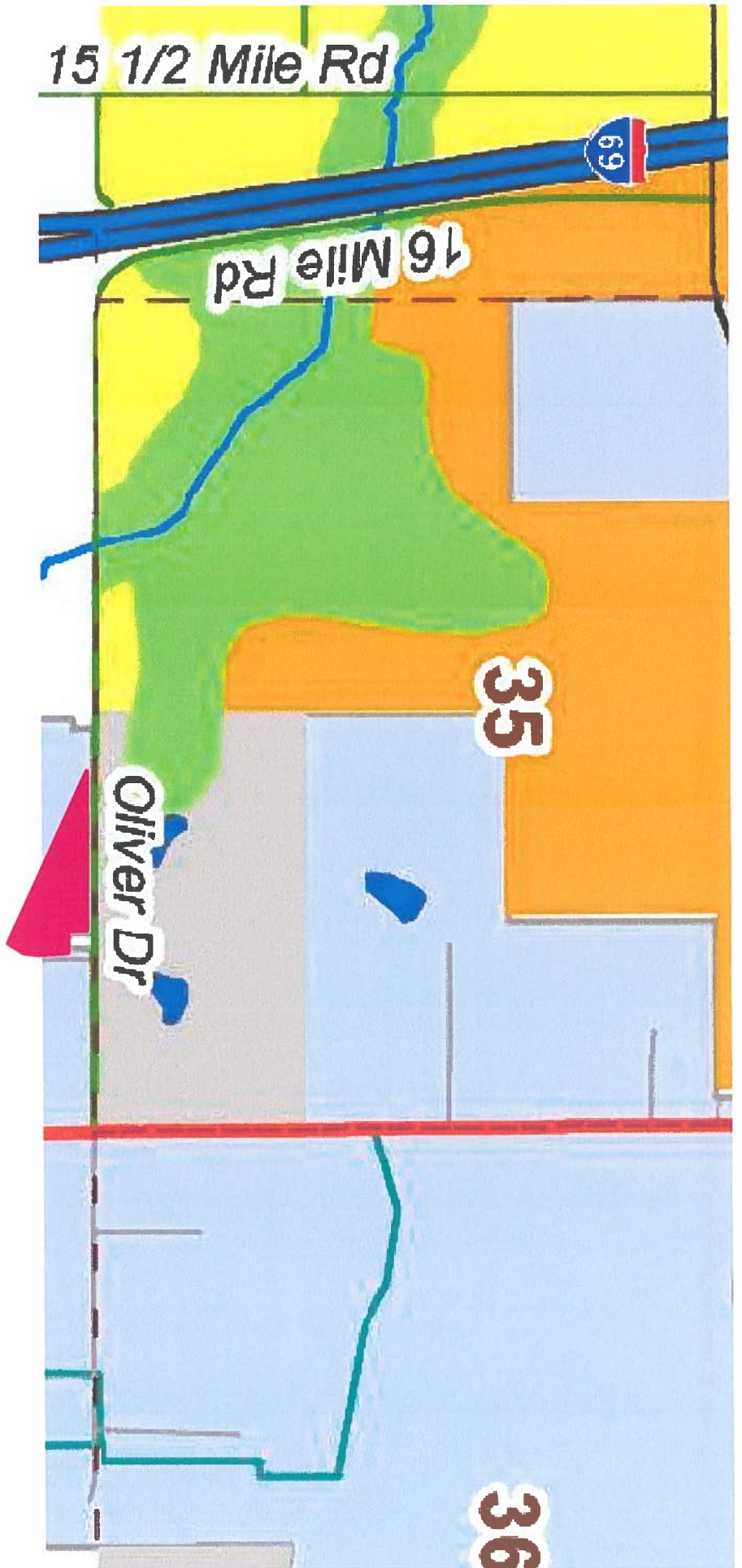
Marshall Township Zoning Map—Excerpt

 Subject Parcel



Zoning

	OC - Open Space Waterbody		MF - Multiple Family Residence		Interstate		Railroads
	AB - Agricultural Business		CS Community Service Commercial		Ramp		Drains
	AR - Agricultural		HS - Highway Service Commercial		Business Route		Rivers
	RA - Low Density Residential		LI - Light Industrial		State Route		Lakes
	RB - Medium Density Residential		IP - Industrial Park		County Primary		Sections
	MHP - Manufactured Home Park		PA - 425 Agreement		County Local Hard Surface		City Or Marshall
			Additional Setback Corridor		County Local Gravel		Municipal Boundaries
					City/Private		

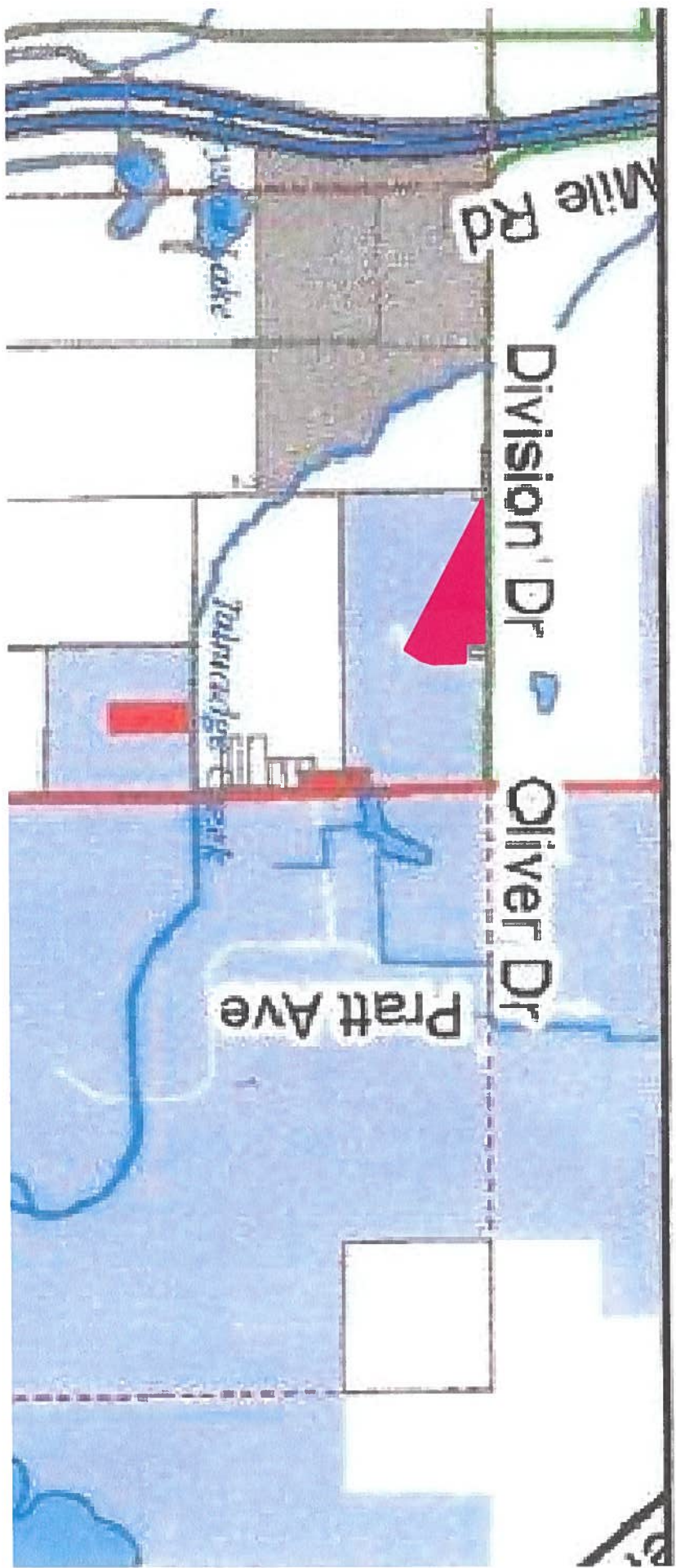


Marshall Township **FLU Map—Excerpt**

Subject Parcel



- | | | | |
|--|----------------------------------|--|-----------------------------|
| | Agricultural / Rural Residential | | Urban Growth Boundary |
| | Low Density Residential | | Additional Setback Corridor |
| | Medium Density Residential | | City Of Marshall |
| | High Density Residential | | Sections Lines |
| | Commercial | | Lakes |
| | Light Industrial | | Rivers |
| | Heavy Industrial | | Drains |
| | Mixed Use | | |
| | Open Space / Recreation | | |

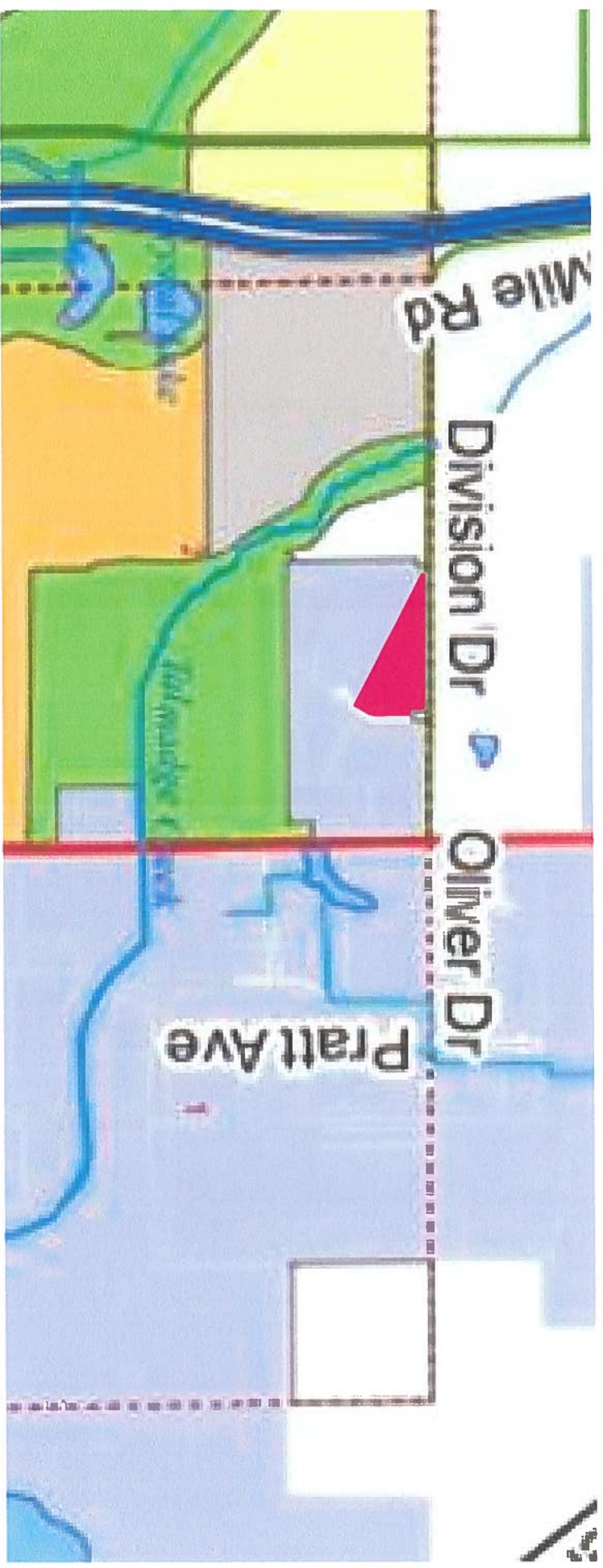


Fredonia Township Zoning Map—Excerpt

 Subject Parcel

- | | | | |
|---|-------------------------------------|---|---------------------------------|
|  | AA-Agricultural |  | Section Lines |
|  | HS - Highway Service Commercial |  | Interstate Highway |
|  | I - Industrial |  | Interstate Highway Right-of-Way |
|  | MHP - Manufactured/Mobile Home Park |  | State Highway |
|  | RA - Low Density Residential |  | County Primary |
|  | RB - Medium Density Residential |  | County Local Paved |
|  | 2022 Tax Parcels |  | County Local Gravel |
|  | City of Marshall |  | City Street |





Fredonia Township FLU Map—Excerpt

Subject Parcel



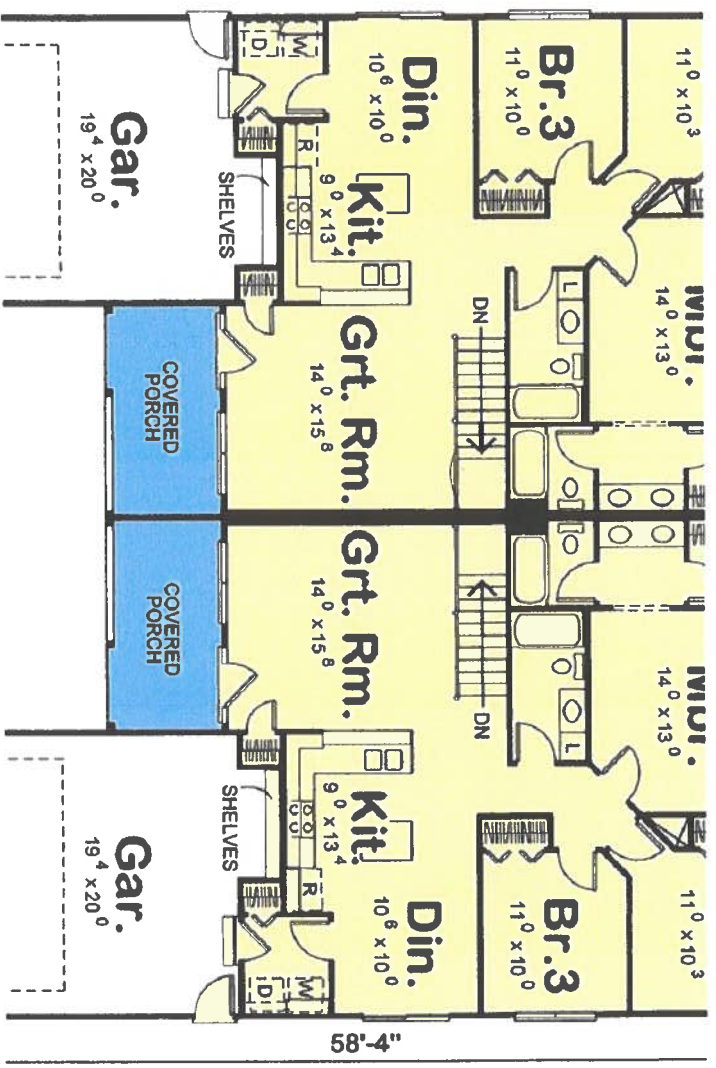
- | | | | |
|---|----------------------------------|---|-------------------------|
|  | AG - Agricultural |  | City of Marshall |
|  | HS - Highway Service Commercial |  | Interstate Highway |
|  | I - Industrial |  | Interstate Highway Ramp |
|  | LDR - Low Density Residential |  | State Highway |
|  | MDR - Medium Density Residential |  | County Primary |
|  | MHP - Mobile Home Park |  | County Local Paved |
|  | OB - Office Business |  | County Local Gravel |
|  | OS - Open Space |  | City Street |
|  | Section Lines | | |

Traditional Multi-Family Home Plan

	2,622	2	69' 4"	58' 4"
Heated S.F.		Units	Width	Depth







Plan 40393DB
 architecturaldesigns.com



1-800-854-7852
 1-262-521-4596

**CITY OF MARSHALL
ORDINANCE #2024-10**

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF MARSHALL SO AS TO CONDITIONALLY CHANGE THE ZONING OF THE PARCEL #53-003-025-00 (16500 DIVISION DRIVE) FROM RESEARCH AND TECHNOLOGY DISTRICT (I-1) TO MULTIPLE FAMILY RESIDENTIAL DISTRICT (MFRD).

THE CITY OF MARSHALL, MICHIGAN ORDAINS:

Section 1. Pursuant to the authority granted in Section 7.1 of the Marshall City Code, the Zoning Map of the City of Marshall is hereby amended so as to conditionally change the zoning district for the property described below from Research and Technology (I-1) to Multiple Family Residential District (MFRD).



PARCEL #53-001-059-05 (123 EXCHANGE STREET) LEGAL DESCRIPTION

MARSHALL CITY, SECTION 2, T3S-R6W, PART OF N 1/2 OF NE FRL 1/4.BEG N 1/4 POST; S 88 DEG 48' 31" E 119.22 FT TO POB;S 61 DEG 23' 29" E 692.27 FT; S 63 DEG 59' 44" E 769.60 FT;TH 288.37 FT ALG CURVE TO LEFT ALG W LINE BROOKS DR WHOSE RAD IS 460 FT AND WHOSE CHORD BEARS N 18 DEG 14' 02" E 283.67 FT;N 00 DEG 16' 29" W 205.57 FT; N 88 DEG 48' 31" W 99 FT; N 00 DEG 16" 29" E 165 FT; N 88 DEG 48' 31" W 1291.28 FT TO BEG.EXC N 33 FT FOR DIVISION DR ROW.

Section 2. This Ordinance or a summary thereof shall be published in the Marshall Chronicle, a newspaper of general circulation in the City of Marshall qualified under state

law to publish legal notices, within ten (10) days after its adoption. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signature of the Mayor and the City Clerk.

Section 3. This Ordinance is declared to be effective immediately upon publication.

Adopted and signed this 1st day of July, 2024.

James Schwartz, Mayor

Michelle Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on July 1, 2024, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Michelle Eubank, City Clerk



ITEM 6.B

TO: Planning Commission
FROM: Eric Zuzga, Director of Community Services
DATE: June 12, 2024
SUBJECT: RZ #2024.02 123 EXCHANGE CONDITIONAL REZONING

Case #: RZ#24.02
Address: 123 Exchange Street
Parcel #: 53-001-059-05
Zoning District: Neighborhood Commercial District (B-3)
Proposed Zoning District Multiple Family Residential District (MFRD) with conditions
Surrounding Zoning: Neighborhood Commercial District (B-3) on all sides
Surrounding Uses: Residential to the east and south, commercial to the north, and mixed use to the west
Previous Action: N/A

Summary

Optima 222 LLC, owner of 123 Exchange Street (Parcel #53-001-059-05), has submitted a Conditional Rezoning Application (RZ#24-02) for said property to Multiple Family Residential (MFRD) Zoning District from its current Neighborhood Commercial District(B-3). As required under the Michigan Zoning Enabling Act, Optima 222, LLC has provided a list of conditions that they are willing to place on the rezoning. The following conditions will limit the use of the parcel to those below and nothing else that would be allowed under the MFRD zoning:

1. Limit the uses in the MFRD district to a maximum of four apartments.
2. Construct the building per the plans provided.

The Planning Commission and City Council have to accept or reject the proposed conditions. There is no ability to suggest other conditions under a conditional rezoning. As with other tools, the City Council has final approval on this request, which is made after a review and recommendation by the Planning Commission.

Public Hearing and Notice Requirements

As required by the Michigan Zoning Enabling Act (PA 110 of 2006), as amended, a public hearing is scheduled by the Planning Commission on June 12, 2024. The required notice was published in the Marshall Advisor and Chronicle on Saturday, May 18, 2024. Notices of the public hearing were also sent by regular mail to the owners/ occupants of properties located within 300' of the subject parcel.

Findings

The following findings were included in the staff report to the Joint Planning Commission and are shared again for your consideration on the proposed rezoning. Staff confirm their belief that the

requested rezoning/zoning designation of Industrial and Manufacturing Complex (I-3) should be approved by the City Council based on the findings listed below.

A. The proposed zoning district is more appropriate than any other zoning district, or more appropriate than adding the desired use as a special land use in the existing zoning district.

With the conditions that they have offered, the proposed zoning district is extremely appropriate and is more appropriate than adding the use as a special land use. First floor housing in other areas of the B-3 district is definitely not desired as this is the core commercial area of Marshall. The proposed site is part of the transition from downtown to the neighborhoods to the south and east. Removing the previous commercial use with the proposed apartments is more appropriate for the composition of the block.

B. The property cannot be reasonably used as zoned.

The property has been used for commercial use in the past and could be utilized again. However, the lack of parking for intensive commercial uses is very limiting. The use as residential makes sense for the transition area between downtown and the surrounding neighborhoods, but the restriction on first floor housing in the B-3, unless it has been housing before limits the proposed use.

C. The proposed zone change is supported by and consistent with the goals, policies, and future land use map of the adopted City Master Plan. If conditions have changed since the plan was adopted, as determined by the Planning Commission, the consistency with recent development trends in the area shall be considered.

The proposed rezoning is consistent with Goal 3 of the Master Plan: Ensure the long term stability of Marshall's neighborhoods. The following objectives support this conditional rezoning:

- Encourage quality infill development and renovations that reflect the character of the existing homes.*
- Provide for a variety of housing choices to meet the needs of existing and future residents of all ages, needs and abilities.*
- Promote residential development that reflects the existing character of Marshall's neighborhoods, including interconnected walkable streets and context-sensitive housing styles.*
- Encourage residential uses downtown through adaptive reuse of existing spaces and context-sensitive redevelopment*
- Provide for an appropriate transition of uses and design between Downtown Marshall and adjacent residential neighborhoods.*

D. The proposed zone change is compatible with the established land use pattern, surrounding uses, and surrounding zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential influence on property values, and is consistent with the needs of the community.

The site is currently vacant and has been for several years. Renovating the interior of the structure and improving the exterior will not have an impact on the land use pattern or surrounding uses. I believe an improved building will provide a positive influence on neighboring property values and on the neighborhood aesthetics. The additional housing will also meet a major need in the community.

E. All the potential uses allowed in the proposed zoning district are compatible with the site's physical, geological, hydrological, and other environmental features.

The property owners have limited the uses to only a maximum of four residential units. This proposed use is consistent with all of the above features.

F. The change would not severely impact traffic, public facilities, utilities, and the natural

characteristics of the area, or significantly change population density, and would not compromise the health, safety, and welfare of the city.

The proposed use would not compromise the health, safety, and welfare of the city. Traffic would not have a major change as the site is on a major street which is designed for higher traffic levels and most parking would be provided in the city lots to the west (as allowed by the zoning ordinance). The city has sufficient capacity in utilities and other public services to serve the site. A maximum of four apartments should not have a major impact on population density.

G. The rezoning would constitute and create an isolated and unplanned district contrary to the City Master Plan which may grant a special privilege to one landowner not available to others.

The conditional rezoning is authorized in state statute in order to address situations such as this proposed development. The conditions address any issues that would be a negative for the neighborhood.

H. The change of present district boundaries is consistent in relation to existing uses, and construction on the site will be able to meet the dimensional regulations for the proposed zoning district listed in the schedule of regulations.

The building will not have an addition and will have the interior built out to handle the proposed residential units.

I. There was a mistake in the original zoning classification, or a change of conditions in the area supporting the proposed rezoning.

There was no mistake in the original classification. However, an argument could be made that this block should have been zoned residential. There has been less of a demand for commercial space post COVID. There are also changes in the local economy that have led to higher residential demand in the community.

J. Adequate sites are neither properly zoned nor available elsewhere to accommodate the proposed uses permitted in the requested zoning district.

Based on the current demand and the time to market for some proposed housing, more residential units are needed. Increasing density on this site is an effective way of meeting the current need.

RECOMMENDATION:

Recommend approval of Ordinance #2024-11, which would conditionally rezone Parcel #53-001-059-05 (123 Exchange Street) from Neighborhood Commercial (B-3) to Multiple Family Residential District (MFRD) with the following conditions: only use allowed from the MFRD district is up to 4 apartments.

ZONING DISTRICT AMENDMENT APPLICATION

For Changing Zoning District Designation

Fee: \$200

PROPERTY OWNER NAME (Last, First): Optima 222 LLC

ADDRESS (House Number and Street): 123 Exchange St

CITY, STATE, ZIP: Marshall MI 49068

TELEPHONE: 269-781-8781

EMAIL ADDRESS: gs.puckett@gmail.com

I would like to rezone my property from B-3 N.B. to Multi-Family Residential because we would like to make the best use of this location/space, while helping to provide additional housing to the community.

• ATTACH A LEGAL DESCRIPTION OF PROPERTY TO THIS FORM

LEGAL DESCRIPTION: MARSHALL CITY, UPPER VILLAGE PART OF LOT 59 COM AT NE COR GREEN & EXCHANGE, E 35 FT N 90 FT, E 30 1/2 FT, N 42 FT, W TO E LINE EXCHANGE, SLY ON E LINE EXCH TO BEG. EXC S 60 FT.

ADDRESS OF SUBJECT PROPERTY: 123 Exchange St

EXISTING AND PROPOSED USE OF PROPERTY:

Existing - Warehouse Space/ Business office / Efficiency Apt

Proposed - 3 to 4 residential single story apartments

NAME, ADDRESS & PHONE NUMBER OF ALL OTHER PERSONS, FIRMS, etc.
HAVING A LEGAL CONNECTION TO THE SUBJECT PROPERTY:

Gregory Scott Puckett - 123 Exchange St, Marshall Mi 49068 269-781-8781

OWNER'S SIGNATURE:  DATE: 4-11-24

CASE # RZ FILING DATE 4-17-24 FEE PAID ✓ RCD BY EZ

APPROVED FOR PC MEETING DATE 6/12/24

Optima 222, LLC

April 16, 2024

Mr. Eric Zuzga
City of Marshall
323 W. Michigan Ave.
Marshall, MI 49068

Re: Rezoning Request for 123 Exchange Street, Marshall

Dear Mr. Zuzga,

I am writing on behalf of **Optima 222, LLC**, to formally request the rezoning of the property located at **123 Exchange Street** from its current zoning designation of **B-3 Neighborhood Business (N.B.)** to **Multi-Family Residential**. We committed to the revitalization of Marshall's neighborhoods, and we believe that this change will allow us to contribute positively to the community.

The subject property is currently in a state of disrepair, and our intention is to rehabilitate the building to create a residential space that not only meets a pressing need within the community but also harmonizes with the adjacent properties. Our vision is to construct **3-4 ground-level apartment units** that will offer comfortable and affordable living options for residents.

To assist us with this project, we have engaged the services of **Bruce Johnson**, who will be instrumental in applying for a state grant that will provide financial support for our initiative. Additionally, we are collaborating with architect **Cody Newman** to ensure that the design and functionality of the space are maximized to its full potential.

In our preliminary plans, we have included a few **angled parking spaces on Exchange Street** replacing the existing driveways to accommodate the future residents of the development. Moreover, we intend to encourage our tenants to utilize the city's overnight parking spaces available in **City Lot 7**, thereby promoting the efficient use of existing city resources.

We are confident that this project will not only enhance the aesthetic appeal of the neighborhood but also provide a much-needed residential option that aligns with the city's growth and development goals. We are eager to discuss this proposal further and are available at your convenience for a meeting to review our plans in detail.

Thank you for considering our request. We look forward to the opportunity to contribute to the City of Marshall's vibrant future.

Sincerely,

G. Scott Puckett
Optima 222, LLC

**CITY OF MARSHALL
ORDINANCE #2024-11**

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF MARSHALL SO AS TO CONDITIONALLY CHANGE THE ZONING OF THE PARCEL #53-001-059-05 (123 EXCHANGE STREET) NEIGHBORHOOD COMMERCIAL DISTRICT (B-3) TO MULTIPLE FAMILY RESIDENTIAL DISTRICT (MFRD).

THE CITY OF MARSHALL, MICHIGAN ORDAINS:

Section 1. Pursuant to the authority granted in Section 7.1 of the Marshall City Code, the Zoning Map of the City of Marshall is hereby amended so as to conditionally change the zoning district for the property described below from Neighborhood Commercial (B-3) to Multiple Family Residential District (MFRD).



PARCEL #53-001-059-05 (123 EXCHANGE STREET) LEGAL DESCRIPTION
MARSHALL CITY, UPPER VILLAGE PART OF LOT 59 COM AT NE COR GREEN & EXCHANGE, E 35 FT N 90 FT, E 30 1/2 FT, N 42 FT, W TO E LINE EXCHANGE, SLY ON E LINE EXCH TO BEG. EXC S 60 FT.

Section 2. This Ordinance or a summary thereof shall be published in the Marshall Chronicle, a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices, within ten (10) days after its adoption. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signature of the Mayor and the City Clerk.

Section 3. This Ordinance is declared to be effective immediately upon publication.

Adopted and signed this 1st day of July, 2024.

James Schwartz, Mayor

Michelle Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on July 1, 2024, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Michelle Eubank, City Clerk

Optima 222 LLC
123 Exchange Street
Marshall, MI 49068
G. Scott Puckett

Director Zuzga,

Optima 222 LLC would like to also note that as part of the conditional rezoning we are willing to limit the number of proposed housing units to four. Parking for the four units is also a key component of our proposed plans. Ideally a minimum of four spaces would be provided in our proposed plans.

Please see attached plans. Our intention is to construct the façade with similar exterior finishes. Final design of course will be worked out with the architect (Cody Newman).

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "G. Scott Puckett", written in a cursive style.

G. Scott Puckett





ITEM 6.C

TO: Planning Commission
FROM: Eric Zuzga, Director of Community Services
DATE: June 12, 2024
SUBJECT: **SC #24-01 VALLEY VIEW SITE CONDOMINIUM**

Case #: SC#24.01
Owner: Green Development Ventures LLC
Address: 1002 Mann Road, New Streets, will require new addresses
Parcel #: 53-003-304-04
Zoning District: Suburban Residential (B-2)
Surrounding Zoning: R-2 to the west & north; Township Open Space to the east; Township Agriculture & Manufacture Housing Park District (MHPD) to the south
Surrounding Uses: Single Family Housing to the west and north; cemetery to the east, and apartments, mobile home park, and assisted living to the south.
Previous Action: N/A

City staff and the Northeast Neighborhood Improvement Authority have been working with the property owners, Green Development Ventures, LLC (GDV), and our shared engineer, VK Civil Engineering, on this project which would see the creation of twenty-seven single family homes on two cul-de-sacs on approximately 10 acres. The parcel has been vacant grass and forested land per the City's records.

Dimensional Requirements (Setback, lot coverage, etc)

All dimensional requirements are met with the proposed design.

Sidewalks

GDV is required to add sidewalks within the site condominium parcel as the homes are completed. The City will be extending sidewalks from the development to tie in to sidewalks extending from the Forest Street project.

Exterior Lighting

Standard streetlights will be added to the ROW by the City Electric Department. Each respective home will be reviewed when submitted by the building department.

PLANNING COMMISSION CONSIDERATIONS

Approval of plans. All condominium plans shall be subject to Planning Commission review and approval in accordance with Section 6.3. In making a determination, the Planning Commission shall consult with City staff and City Attorney regarding the adequacy of the master deed, deed restrictions, utility systems, streets, project design and layout and compliance with the Condominium Act (P.A. 59 of 1978, as amended).

Utilities and Street Designs

The City and its Northeast NIA are designing and building the necessary infrastructure to serve the 27 proposed homes on this parcel. In addition, VK Civil is working with Allen Edwin Homes to address all storm water from the private side of the development. The plans included in this packet have been designed and approved by the Department of Public Services. As the city will be building the infrastructure, I am recommending that this portion of the project be approved.

Master Deed, By-Laws, and Restrictions

These items are under review by the City Attorney. GDV has presented all the documents required by the Zoning Ordinance and the Condominium Act (PA 59 of 1978). I hope to have approval from the City Attorney by the meeting, but suggest that the Planning Commission approve the Site Condominium contingent upon receiving approval from the the City Attorney.

Site Plan Approval (Section 6.3 review)

Staff have reviewed the site plan based on the requirements of the R-2 Zoning District and related sections of the zoning ordinance. As part of our review, we evaluated the proposed facility through the following standards that the Planning Commission will use in the process of reviewing any site plan for approval:

1. Adequacy of information. The site plan information is complete, accurate, and in an understandable form that accurately depicts and describes the proposed development.

The site plan submitted is complete and accurate. The project is accurately depicted in the proposed development.

2. Site appearance and preservation. The site layout promotes the normal and orderly development of surrounding lots, and the development layout preserves, to the extent feasible, the site's natural, cultural, and historical features, such as but not limited to significant buildings, wetlands, topography, and woodlands.

The proposed project meets the development of the surrounding parcels and meets the standards of the zoning ordinance. GDV will save as many trees as possible in the development. The natural contours of the site will be improved to ensure that neighboring parcels aren't flooded as they have been in recent years.

3. Pedestrian access. Existing and proposed sidewalks or pedestrian pathways connect to existing and planned public sidewalks and pathways in the area, and comply with applicable barrier-free access standards.

Public sidewalks are being added to the project and also extended from the site to Forest/Allen intersection to meet the sidewalks being added from the Briarwood development. These sidewalks are being extended west to provide safe access for students attending Gordon Elementary.

4. Vehicular circulation. Drives, streets, parking, site access and other vehicle-related elements are designed to minimize traffic conflicts on adjacent streets, and to promote safe and efficient traffic circulation.

The plans have been reviewed and approved by the Department of Public Services.

5. Parking and loading. Off-street parking lots and loading areas are arranged and located to accommodate the intensity of proposed uses, minimize conflicts with adjacent uses, and promote shared-use of common facilities where feasible.

There is sufficient parking on each unit to meet the ordinance standards for single family off street parking requirements..

6. Building composition. Building design and architecture are harmonious with the surrounding neighborhood with regard to scale, mass, proportion, and materials.

There is no design standard for single family homes in the ordinance, however, the houses proposed are similar to those on Forest Street which is complimentary to the surrounding neighborhood.

7. Screening. Adequate screening elements have been provided to buffer or separate unlike or conflicting land uses, and to screen off-street parking, mechanical appurtenances, loading and unloading areas and storage areas from abutting residential districts and street rights-of-way.

Screening is not required as part of this project.

8. Exterior lighting. All exterior lighting fixtures are designed and arranged to minimize glare and light trespass, prevent vision impairments, and maximize security.

N/A

9. Impact upon public services. The impact upon public services (including utilities, streets, police and fire protection, emergency access, and public sidewalks and pathways) will not exceed the existing or planned capacity of such services

The project has been reviewed by each department in the city and any comments have been incorporated. The city has adequate utility capacity, police and fire staffing necessary to serve the site. As mentioned earlier, sidewalks are being added to the project site and extended into the neighborhood. Public services have also approved the design of the street system necessary to serve the project.

RECOMMENDATION:

Approve Site Condominium #24-01 contingent upon final approval of the deed restrictions and bylaws by the City Attorney.

Green Development Ventures, LLC
2186 East Centre Avenue
Portage, MI 49002

Eric Zuzga
Director of Community Services
City of Marshall
323 W. Michigan Avenue
Marshall, Michigan 49068

May 14, 2024

Re: Step 1 & 2 Reviews for Valley View Site Condominium Subdivision, 1002 Mann Road (10.4 acres, Parcel #53-003-304-04)

Dear Eric,

Attached please find the combined Step 1 & Step 2 Site Condominium Subdivision Plan Review application package for the above captioned project. Attached are the following documents:

- Completed Site Plan Application & Review Fee (\$450 – site condo; \$500 – storm water)
- Valley View Site Condominium Project Summary Narrative dated May 14, 2024
- Step 1 & Step 2 Site Condominium Plan Set dated May 10, 2024 (two 24" x 36" sets)
- Storm Water Drainage Calculations
- DRAFT Master Deed and Condominium Bylaws

We look forward to discussing this new single family residential subdivision project with the City of Marshall and request this item be scheduled for the June 12, 2024 Planning Commission meeting.

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

Sincerely,



Michael West, AICP
Land Planning Project Manager
Green Development Ventures, LLC
2186 East Centre Avenue
Portage, Michigan 49002
(269) 365-8548
mwest@allenedwin.com

City of Marshall
Application for Site Plan Review

Attn: Planning and Zoning Administrator
323 W Michigan Ave.
Marshall, Michigan, 49068

The following application is made to the City of Marshall Planning Commission in accordance with the provisions of the Planning and Zoning Department.

1. Applicant Information

Address of property being developed:

1002 Mann Road

Owner of property being developed:

Green Development Ventures, LLC

Owner's Address:

2186 East Centre Avenue Portage, Michigan 49002

City

State

Zip

Owner's Phone Number:

(269) 365-8548 (Mike West, Land Planning Manager)

2. Owner's Agent if working for property owner.

Name and Title:

Address:

City

State

Zip

Phone Number:

City of Marshall
Application for Site Plan Review

3. Brief description of proposed project

Valley View Site Condominium Subdivision

Phase 1 (17 units), Phase 2 (10 units)

Public streets, public water/sewer

Public/private storm water system

4. Property Information

Is this property located in a floodplain?

No

Is this property located in a wetland?

No

Land area in square feet?

10.4 acres

Proposed building area in square feet?

NA

Proposed paved area in square feet?

NA

Existing paved area in square feet?

NA

Lake or stream within 500 feet?

No

Any other agencies contacted for approvals?

No

If so, please list:

City of Marshall
Application for Site Plan Review

5. Authorization (Must be signed by the owner of the property)

I am the owner of record for this property for which this application is being filed and as such, I am familiar with the development being proposed to be carried out on my property.

I hereby, give permission for this application to be filed with the full understanding that certain restriction may be placed on the property relative to the approval of the proposed work.

I further certify that under penalties of perjury, I am to sign this application.

Name (Please Print) Michael West

Title: Land Planning Manager Date: May 10, 2024

Signature: 

Note: If there are multiple owners of the property or you are representing a group, corporation, or other organization attach a copy of a certified letter authorizing you to sign this application for the proposed development.

LAND USE AND DEVELOPMENT FEES	
PLATS	
Up to 30 Lots	\$550.00
Over 30 Lots	\$750.00
SITE CONDOMINIUMS	
Up to 30 Lots	\$450.00 *
Over 30 Lots	\$650.00
SITE PLANS	
Professional Fees for Consultants	As billed
Commercial and Industrial	\$350.00
Special Land Use	\$400.00
Planned Unit Development	\$500.00
Amend a PUD	\$150.00
Multiple Family Developments (Apartment &	\$50 plus \$5.00 per unit or lot
Additions to existing Site Plans if Planning Commission Review is required	\$100.00
Extending Site Plan with Planning Commission	\$200.00

CITY OF MARSHALL

Site Plan Review Checklist for General Development

Date: May 10, 2024

Zoning District R-2, Suburban Residential

Proposed Use: Single family site condominium subdivision

Is this a Permitted Use? ☒ Yes ☐ No

If yes list section number: _____

Is the property in the Well Head Protection Area? ☐ Yes ☒ No ☐ NA

Property Address: 1002 Mann Road (10.4 acres)

Information of Responsible Party that prepared plans

Name: Dan Lewis, PE

Company Name: VK Civil

Company Address: 4664 Campus Drive, Suite 111

Kalamazoo, Michigan 49008

(269) 207-4438

CITY OF MARSHALL

Zoning Ordinance, Article 6: Development Procedures: Section 6:3 - Site Plan Review is needed when:

- ☐ (A) - Any use or development stipulated elsewhere in the ordinance.
- ☒ (B) - All uses subject to land approval.
- ☐ (C) - Any areas for which off-street parking is required except for single- and two-family dwellings on a single lot.
- ☐ (D) - All permitted use, new construction, or any change of use lying contiguous to or across the street from a residential district.
- ☐ (E) - All residentially related uses permitted in a one-family district such as, but not limited to, institutional uses, churches, or public facilities.
- ☐ (F) - Any new use, addition or accessory structure that requires additional off-street parking to that already provided.
- ☒ (G) - Site plans for subdivisions and site condo developments.
- ☐ (H) - All uses not otherwise included within a specific use district.
- ☐ (I) - Any use for which the zoning administrator determines that PC review is necessary to determine compliance with the zoning ordinance.
- ☐ (J) - Amendments to approve site plans, except that the City Manager may approve minor modifications.

Note: Staff will review all plans prior to submitting them to Planning Commission.

Development Procedures: 6.3 – Site Plan Review: The following information should be included in your site plan:

- ☒ Plans submitted for site plan review shall be stamped by a design professional licensed by the State of Michigan such as a landscape architect, architect, or civil engineer.
- ☒ Site plans shall be drawn to an engineer's scale appropriate for a sheet size of at least 24 by 36 inches, not to exceed one (1) inch equals 50 feet. If a large development must be depicted in sections on multiple sheets, then an overall composite sheet shall be provided.
- ☒ Date, north arrow scale, existing zoning, zoning of adjacent properties, legal description of the property, easements, and the names and addresses of the

CITY OF MARSHALL

architect, planner, designer, or civil engineer responsible for the preparation of the site plan.



The dimensions of all lot and property lines, showing the relationship of the subject property to abutting properties and a boundary survey of the parcel.



The location, height and dimensions of all existing and proposed structures on the subject property and all existing structures within 100 feet of the subject property.



A finished floor elevation and exterior building elevation drawing shall be submitted with the site plan.



The location of all existing and proposed drives, walks and parking areas.



The location and right-of-way widths of all abutting streets and alleys.



The location and size of all existing and proposed sanitary sewer lines, water lines, and storm drainage facilities must be shown.



The location and size of all existing and proposed electric, natural gas, telephone, cable TV and solid waste disposal facilities must be shown.



The location, height area of illumination and fixture details of all existing and proposed lighting shall be provided. All lighting shall be located and oriented to have a minimal impact on adjacent properties.



The size, height, location and illumination of all existing and proposed signs shall be provided to insure ordinance compliance.



The location of existing natural features such as wooded areas, floodplains, wetlands, drainage courses, and a topographic survey of spot elevations of the site.



Other information as requested by the Zoning Administrator or Planning Commission to verify that the site and use follow the Ordinance.



The Planning Commission may waive any of the foregoing requirements determined unnecessary for site plan review purposes.

Valley View Site Condominium Subdivision

Step 1 & 2 Plan Review

Project Summary Narrative

May 14, 2024

Project Objectives

The purpose and objective of the Valley View Site Condominium Subdivision project is to provide much needed quality residential housing opportunities in a desirable location within the City of Marshall. The Valley View project proposes a total of 27 single family residential homes on 10.4 acres located east of Allen Road and south of Okeefe Road (PPN 53-003-304-04). Construction of this new single family subdivision will enhance local property values and the overall community by providing much needed and quality housing options to current and future residents.

Site Condominium Subdivision/Major Project Elements

The concurrent submittal of Step 1 (Tentative Preliminary Site Condominium) and Step 2 (Final Preliminary Site Condominium) for Valley View has incorporated the applicable requirements outlined in Chapter 6.1, Condominium Development Standards and Section 155.20 thru 155.57, Subdivision Procedure. Major project elements of this single family residential subdivision are summarized below.

- Residential Components/Phasing. The Valley View Site Condominium Subdivision proposes a total of 27 single family homes sites on 10.4 acres with an overall development density of 2.6 units/per acre constructed in two development phases. Phase 1 will include 17 units and construction of Valley View Court (from Allen Road) along the southern portion of the property with construction anticipated to commence in Spring 2025. Phase 2 will include 10 units and construction of Mann Road (from OKeefe Road) along the northern portion of the property with construction anticipated to commence Spring 2026.

Single family homes within the Valley View subdivision will include a mixture of ranch, two-story and bi-level homes ranging between 1,400-2,200 square feet in size with individual floor plans ranging from 3-5 bedrooms, 2-3 bathrooms and an attached 2-car garage. Home values are anticipated to range from the upper \$200s to the upper \$300s.

- Minimum Lot Sizes and Building Setbacks. The subject property is zoned R-2, Suburban Residential which establishes the following minimum lot size/width and building setbacks standards:

Lot Size/Width: 9,000 square feet/65 feet wide

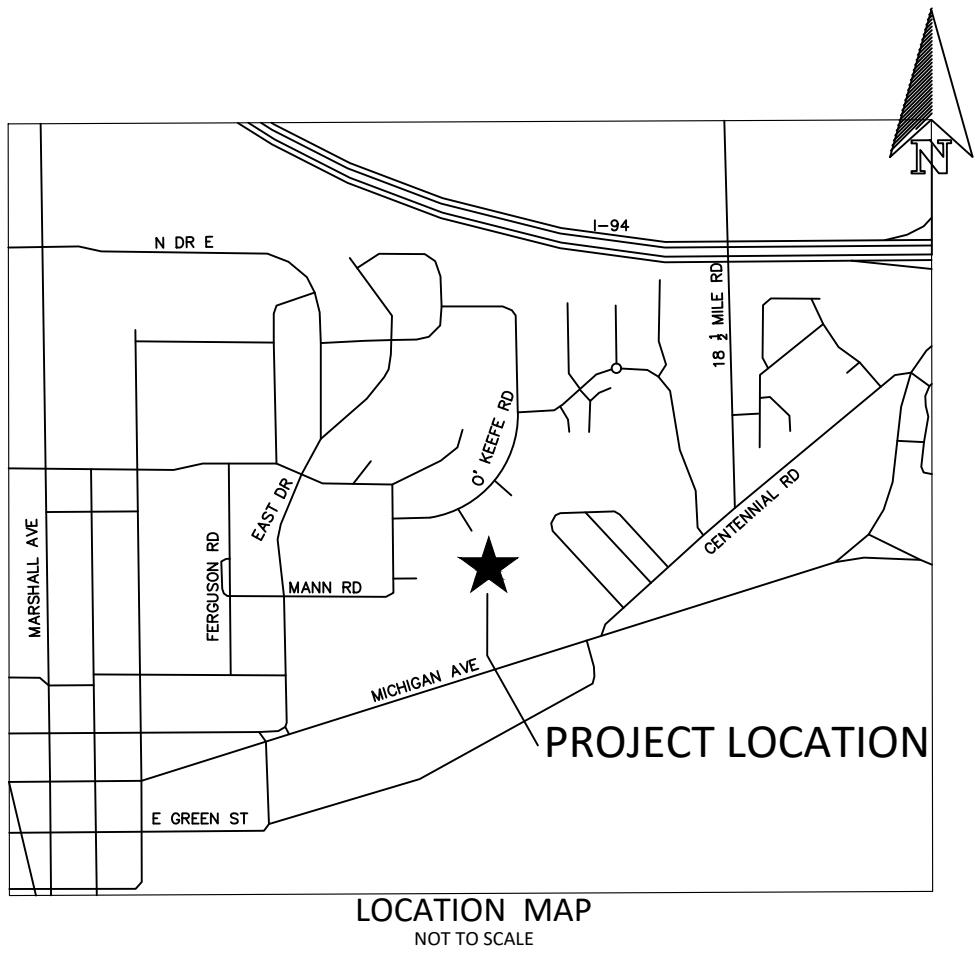
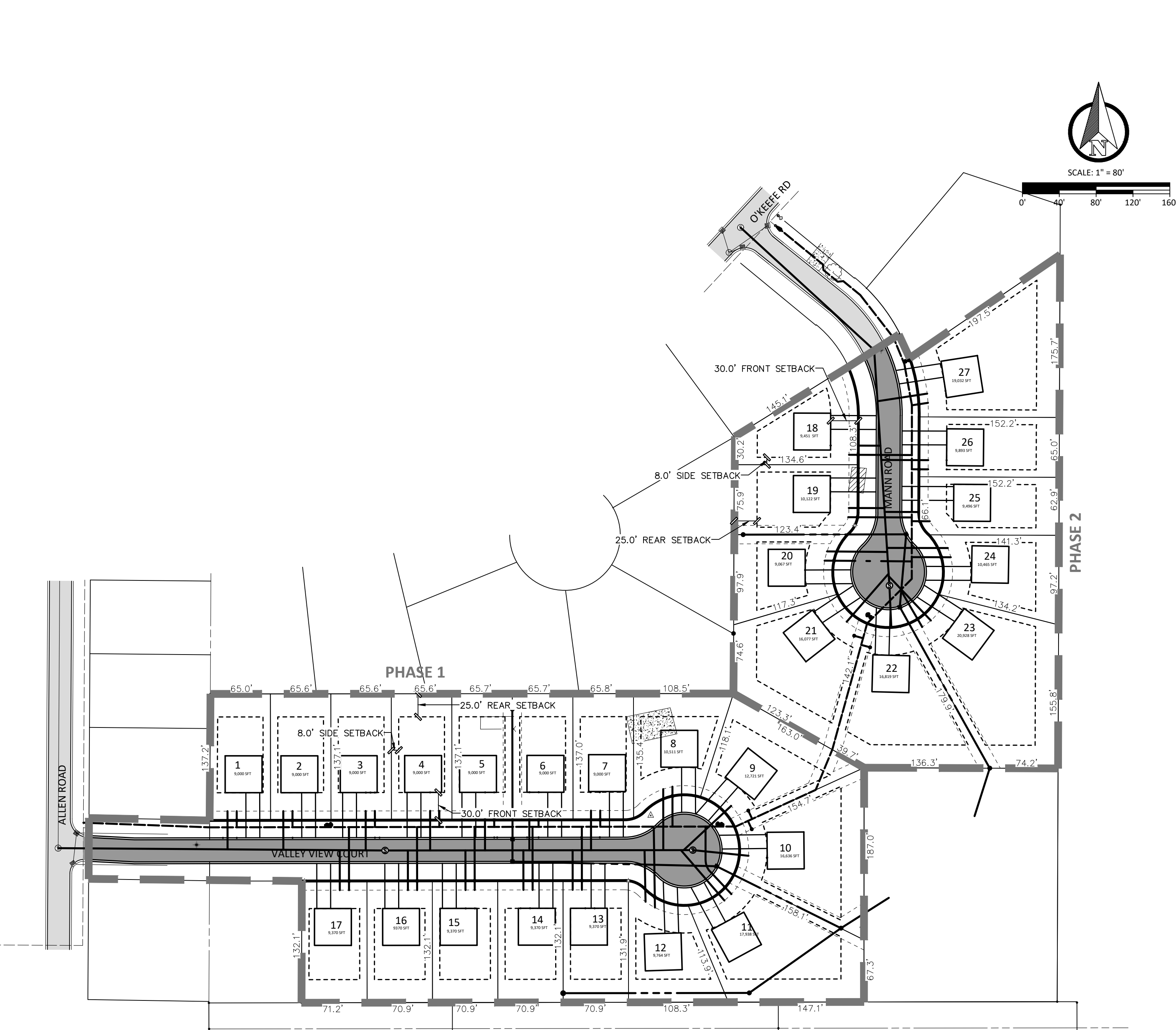
Front Setback: 30 feet

Rear Setback: 25 feet

Side Setback: 8 feet

- Access, Utilities and Storm Water Management. Access to the Valley View subdivision will be provided through a public street cul-de-sac (Valley View Court) from Allen Road in Phase 1, and a public street cul-de-sac (Mann Road) from OKeefe Road in Phase 2. Municipal water and sanitary sewer will serve the project, along with private franchise utilities. Storm water from the subdivision will be collected and conveyed to an infiltration basin located in the southeast portion of the development.
- Site Condominium Governing Documents. The Valley View project will be subdivided as a Site Condominium Subdivision and will be governed by a Master Deed and Condominium Bylaws. A Homeowner's Association (HOA) will be established with a scope of authority that includes architectural review, community upkeep, and financial management. Each homeowner will pay a nominal annual fee for general operations and maintenance of the private portion of the storm water management system.

CITY OF MARSHALL
CALHOUN COUNTY, MICHIGAN
VALLEY VIEW



ZONING REQUIREMENTS
MINIMUM LOT WITH FOR SINGLE FAMILY R-2 = 9,000 SF
MINIMUM WIDTH R-2 = 65'
MINIMUM FRONT SETBACK R-2 = 30'
MINIMUM REAR SETBACK R-2 = 25'
MINIMUM SIDE SETBACK R-2 = 8'

OWNER
GREEN DEVELOPMENT VENTURES, LLC
MICHAEL WEST
616-299-3244
MWEST@ALLENEDWIN.COM

DESIGN ENGINEER
VK CIVIL
DAN LEWIS, P.E.
269-697-7120
DAN@VKCIVIL.COM



Know what's below.
Call before you dig.

NOTE:
ALL UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE THE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NO.	DATE	REVISION	BY
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2	4/9/2024	50% PLAN	NEF
3	5/6/2024	75% PLAN	NEF
4	5/10/2024	100% PLAN	NEF

CITY OF MARSHALL
CALHOUN COUNTY, MICHIGAN
VALLEY VIEW #1
TITLE SHEET

Vriesman
& Korhorn

www.VKcivil.com

Byron Center, MI
(616) 277-2185
Kalamazoo, MI
(269) 697-7120

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Sheet Title:

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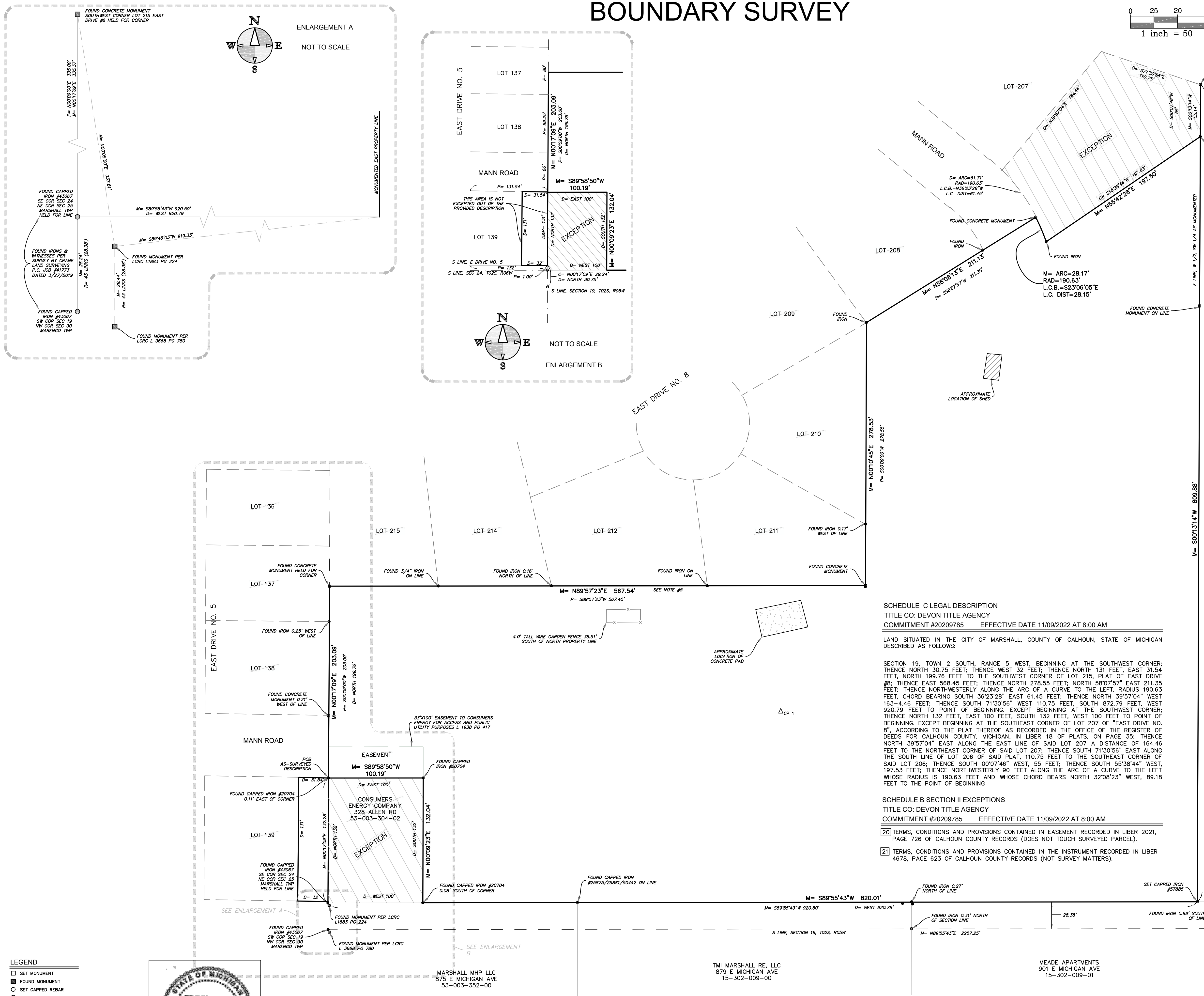
Client:

FILE NO. 1337

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Page 57 of 18



SURVEYOR'S NOTES

- 1) TITLE WORK WAS PROVIDED AT THE TIME OF SURVEY. NO EASEMENTS LISTED IN THE TITLE WORK CROSS THE SURVEYED PARCEL. ADDITIONAL TITLE WORK FOR ADJACENT EASEMENTS PROVIDED ON 8/11/23. THIS TITLE WORK UNCOVERED A CONSUMERS ENERGY EASEMENT, SHOWN ON THIS DRAWING.
- 2) PARCEL CONTAINS 9.90± ACRES (431433± SQFT).
- 3) BEARINGS ARE BASED ON THE SOUTH LINE OF LOTS 211, 212, 214, & 215 OF EAST DRIVE NO. 8 BEING SOUTH 89 DEGREES 57 MINUTES 23 SECONDS WEST.
- 4) THE DESCRIPTION PROVIDED HAS SIGNIFICANT ISSUES AND DOES NOT CREATE A CLOSED FIGURE.
- 5) THE PROVIDED LEGAL DESCRIPTION CALLS FOR A DISTANCE OF 568.45 FEET ALONG THE SOUTH LINE OF THE PLAT OF EAST DRIVE #8. THIS IS 100 FEET LONGER THAN THE DIMENSION APPEARING ON THE PLAT WHICH IS 567.45. THE MEASURED DISTANCE ON THIS SURVEY IS 567.54 FEET.
- 6) THE DISTANCE OF THE EAST LINE OF THE OVERALL PARCEL (PRIOR TO THE EXCEPTIONS) IS DESCRIBED AS 872.79 FEET. THE MEASURED DISTANCE ON THIS SURVEY IS 865.03 FEET TO A MONUMENTED/DOCUMENTED LINE WHICH IS 28.38 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 19.
- 7) THE DESCRIPTION 'BEGINS' AT THE SOUTHWEST CORNER OF SECTION 19 MARENGO TOWNSHIP. THE LAST CALL IN THE DESCRIPTION (PRIOR TO THE EXCEPTIONS) IS 'WEST 920.79 FEET TO THE EAST LINE OF SECTION 19'. THIS DESCRIPTION WERE TO CLOSE OUT TO THE SOUTHWEST CORNER OF SECTION 19 THERE WOULD BE AN OVERLAP WITH THE PARCELS TO THE SOUTH.
- 8) THE MONUMENTED LOCATION OF CORNERS RECORDED IN LIBER 883 PAGE 224 AND LIBER 3668 PAGE 780 ARE APPROXIMATELY 1.2 FEET EAST AND 2.5 FEET SOUTH OF THE IRONS FORD AND USED IN THIS SURVEY FOR MARSHALL TOWNSHIP CORNER MOS AND MARENGO TOWNSHIP CORNER MOS. A DISCREPANCY IN THIS DESCRIPTION WERE TO CLOSE OUT TO THE SOUTHWEST CORNER OF SECTION 19 THERE WOULD BE AN OVERLAP WITH THE PARCELS TO THE SOUTH. THE DISTANCE OF 28.38' (43 LINKS). THE UNDERSTANDING IS THAT THE FIRST 100 FEET OF THE 100' X 131' AREA OF LAND IS NOT OWNED BY CONSUMERS ENERGY. TAX DESCRIPTION FOR LOT 139 OF EAST DRIVE NO. 5, SAID POINT BETWEEN THE SOUTHEAST CORNER OF SECTION 24, MARSHALL TOWNSHIP.
- 9) THE WEST 32 +/- FEET OF LOT 139 OF EAST DRIVE NO. 5 IS INCLUDED IN THE INITIAL OVERALL DESCRIPTION BUT IS NEVER EXCEPTED OUT. THIS CONFLICTS WITH THE TAX MAP AVAILABLE FOR 328 ALLEN ROAD. TITLE WORK PROVIDED FOR 328 ALLEN ROAD, INDICATES THE DISTANCE TO BE CLOSER TO FORMING A CLOSED FIGURE, THIS BEARING WOULD NEED TO BE NORTH 36 DEGREES 23 MINUTES 28 SECONDS WEST.
- 10) THE 100' X 133' EXCEPTION IS DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SECTION 19. THIS WOULD PUT THE ENTIRE EXCEPTION 28.24 FEET TOO FAR SOUTH, ASSUMING IT IS SUPPOSED TO ALIGN WITH LOT 139 EAST DRIVE NO. 5. TITLE WORK FOR THIS PARCEL BEGINS AT THE SOUTHEAST CORNER OF SECTION 24 AND MATCHES MONUMENTATION.
- 11) THE CHORD OF THE ARC ALONG EAST SIDE OF MANN ROAD, IN THE INITIAL OVERALL DESCRIPTION, IS CALLED OUT AS 'SOUTH 36 DEGREES 23 MINUTES 28 SECONDS EAST'. IN ORDER TO BE CLOSER TO FORMING A CLOSED FIGURE, THIS BEARING WOULD NEED TO BE NORTH 36 DEGREES 23 MINUTES 28 SECONDS WEST.
- 12) THE BEARING IN THE INITIAL OVERALL DESCRIPTION (PRIOR TO THE EXCEPTIONS) ALONG THE SOUTHEASTERLY LINE OF LOT 207 EAST DRIVE NO. 8 IS CALLED OUT AS 'NORTH 39 DEGREES 57 MINUTES 04 SECONDS WEST'. IN ORDER TO BE CLOSER TO FORMING A CLOSED FIGURE, THIS BEARING WOULD NEED TO BE NORTH 39 DEGREES 57 MINUTES 04 SECONDS EAST.
- 13) ADDITIONAL SURVEY DOCUMENTS THAT WERE REVIEWED TO PERFORM THIS SURVEY ARE AS FOLLOWS: SURVEY REPORT BY DEKEYSER AND ASSOCIATES DATED 10/20/82, JOB NO. 18840, SURVEY BY DEKEYSER AND ASSOCIATES DATED 08/19/83, DATED DEC 1974, JOB NO. 12108, SKETCH OF SURVEY BY CRANE LAND SURVEYING, P.C. DATED 03/27/2019, JOB NO. 41773, PLAT OF EAST DRIVE NO. 5, AND PLAT OF EAST DRIVE NO. 8.

AS-SURVEYED DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWN 02 SOUTH, RANGE 05 WEST, CITY OF MARSHALL, COUNTY OF CALHOUN, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWN 02 SOUTH RANGE 06 WEST; THENCE NORTH 00 DEGREES 17 MINUTES 09 SECONDS EAST 132.28 FEET TO THE MOUNTED NORTHEAST CORNER OF LOT 139 OF EAST DRIVE NO. 5 ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALHOUN COUNTY, MICHIGAN; THENCE SOUTHWEST 1/4 OF LOT 139 OF EAST DRIVE NO. 5 ALONG THE EAST LINE OF SAID EAST DRIVE NO. 5, NORTH 00 DEGREES 17 MINUTES 09 SECONDS EAST (RECORDED AS NORTH 00 DEGREES 09 MINUTES WEST) 203.09 FEET TO A POINT OF BEGINNING; THENCE SOUTHWEST 1/4 OF LOT 139 OF EAST DRIVE NO. 5 ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALHOUN COUNTY, MICHIGAN, IN LIBER 18 OF PLATS, PAGE 35; THENCE ALONG THE SOUTH LINE OF SAID EAST DRIVE NO. 8, NORTH 89 DEGREES 57 MINUTES 25 SECONDS EAST 100.00 FEET (100.00 FEET) TO A FOUND CONCRETE MONUMENT ALONG THE SOUTHEAST CORNER OF LOT 211 OF SAID PLAT; THENCE ALONG THE EAST LINE OF LOTS 211 AND 210 OF SAID PLAT, NORTH 00 DEGREES 10 MINUTES 45 SECONDS EAST 278.53 FEET (PLATED AS NORTH 00 DEGREES 09 MINUTES 00 SECONDS EAST 278.55 FEET) TO A FOUND CONCRETE MONUMENT; THENCE SOUTHWEST 1/4 OF LOT 210 OF SAID PLAT, SOUTHERLY LINE OF LOT 208 OF SAID PLAT OF EAST DRIVE NO. 8 AND THE NORTHEASTELY EXTENSION THEREOF, NORTH 58 DEGREES 08 MINUTES 13 SECONDS EAST 211.13 FEET (PLATED AS NORTH 58 DEGREES 07 MINUTES 57 SECONDS EAST 211.35 FEET) TO THE POINT OF BEGINNING; THENCE SOUTHWEST 1/4 OF LOT 208 OF SAID PLAT, ALONG THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY OF SAID MANN ROAD, AND THE ARC OF A 190.63 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 55 DEGREES 06 MINUTES 28 SECONDS EAST 197.50 FEET (PREVIOUSLY DESCRIBED AS NORTH 55 DEGREES 38 MINUTES 44 SECONDS EAST 197.53 FEET) TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19 AS FOUND MOUNTAINED; THENCE ALONG SAID EAST LINE OF THE WEST HALF OF SAID SECTION 19, NORTH 00 DEGREES 17 MINUTES 09 SECONDS EAST 132.28 FEET (PERPENDICULAR MEASURE) OF THE SOUTH LINE OF SECTION 19, TOWN 02 SOUTH, RANGE 05 WEST, MARENGO TOWNSHIP; THENCE PARALLEL WITH SAID SOUTH LINE, NORTH 89 DEGREES 55 MINUTES 43 SECONDS WEST 820.01 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 09 SECONDS EAST 132.28 FEET TO THE POINT OF BEGINNING. LICENSE NUMBER 20704; THENCE SOUTH 89 DEGREES 58 MINUTES 50 SECONDS WEST 100.19 FEET TO THE POINT OF BEGINNING. ALSO A PORTION OF THE EAST LINE OF EAST DRIVE NO. 5 AS RECORDED IN LIBER 16 OF PLATS, PAGE 35, CALHOUN COUNTY RECORDS; EXCEPT THE WEST 100' THEREOF. SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD. PARCEL CONTAINS 9.90+ ACRES (431433+ SQUARE FEET).

SOUTH QUARTER CORNER
SECTION 19, T02S, R05W
FOUND MONUMENT

CITY OF MARSHALL
CALHOUN COUNTY, MICHIGAN
VALLEY VIEW #1
EXISTING CONDITIONS



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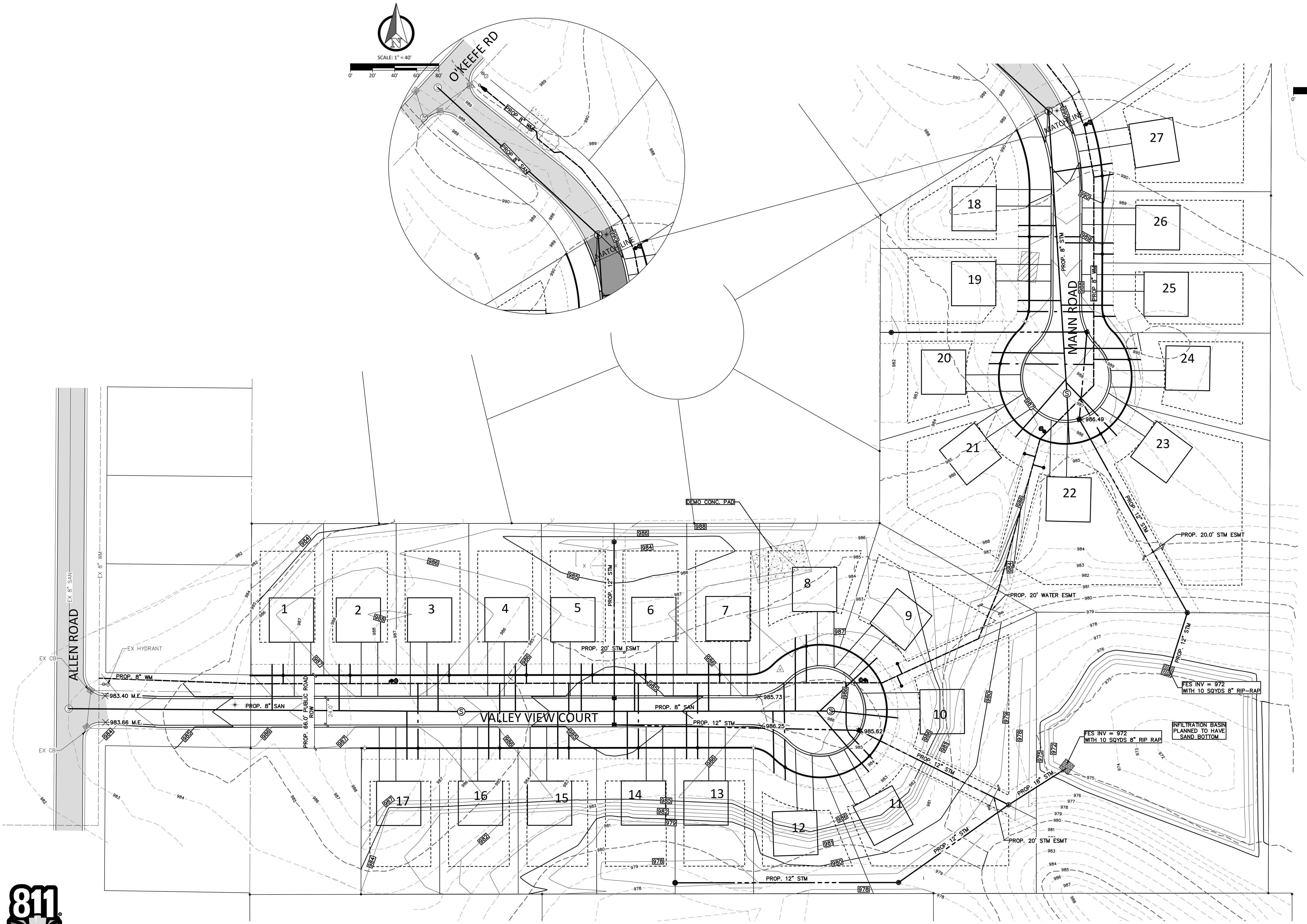
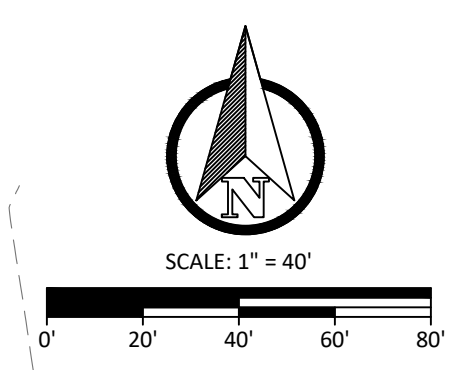
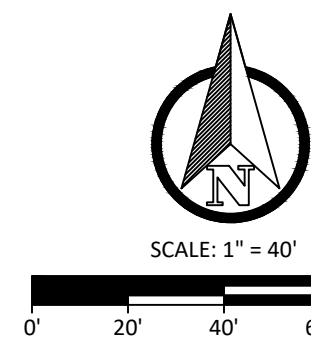
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Kalamazoo, MI
(269) 697-7120

FILE NO. 1337

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Sheet No. C100



NOTE:
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2	4/9/2024	50% PLAN	NEF
3	5/6/2024	75% PLAN	NEF
4	5/10/2024	100% PLAN	NEF

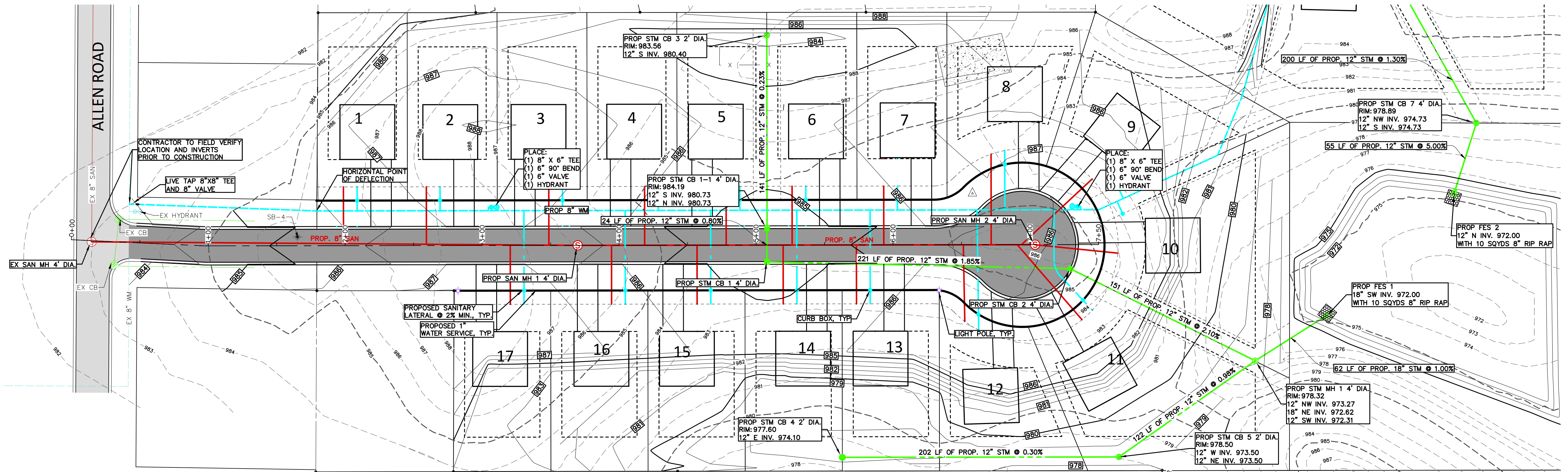
CITY OF MARSHALL
CALHOUN COUNTY, MICHIGAN
**VALLEY VIEW #1
GRADING PLAN**



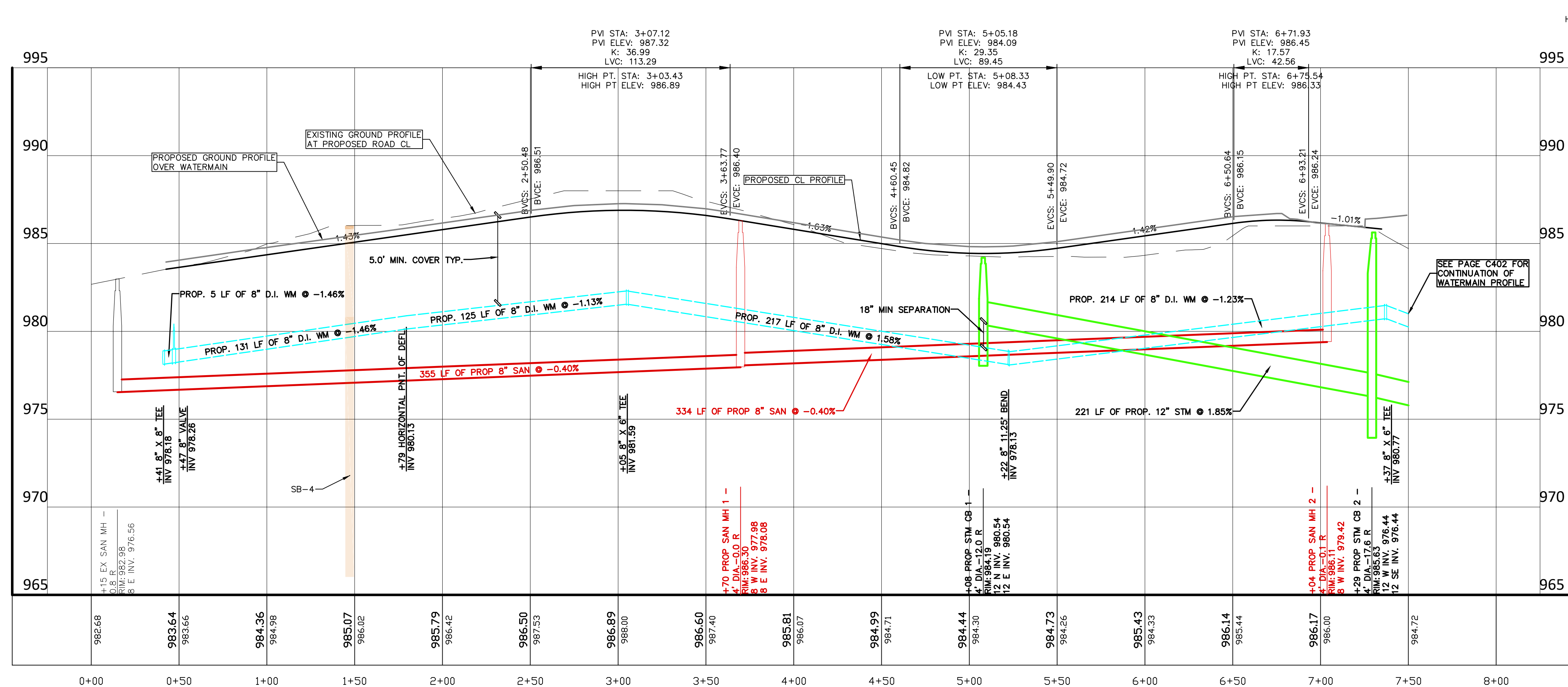
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Sheet No.	C400



VALLEY VIEW COURT



BORING — SB-4 3/21/2024

0'-2" TOPSOIL
2"-62" CLAYEY SAND, VERY LOOSE TO LOOSE, BROWN, FINE TO MEDIUM GRAINED, TRACE SILT, TRACE GRAVEL, MOIST (SC)
62"-67" SILTY SAND, MEDIUM DENSE, FINE TO MEDIUM GRAINED, TRACE GRAVEL, MOIST (SM)
67"-240" CLAYEY SAND, LOOSE TO MEDIUM DENSE, BROWN, FINE TO MEDIUM GRAINED, TRACE SILT, TRACE GRAVEL, MOIST (SC)

GROUNDWATER NOT ENCOUNTERED



Know what's below.
Call before you dig.

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4	5/10/2024	100% PLAN	NEF

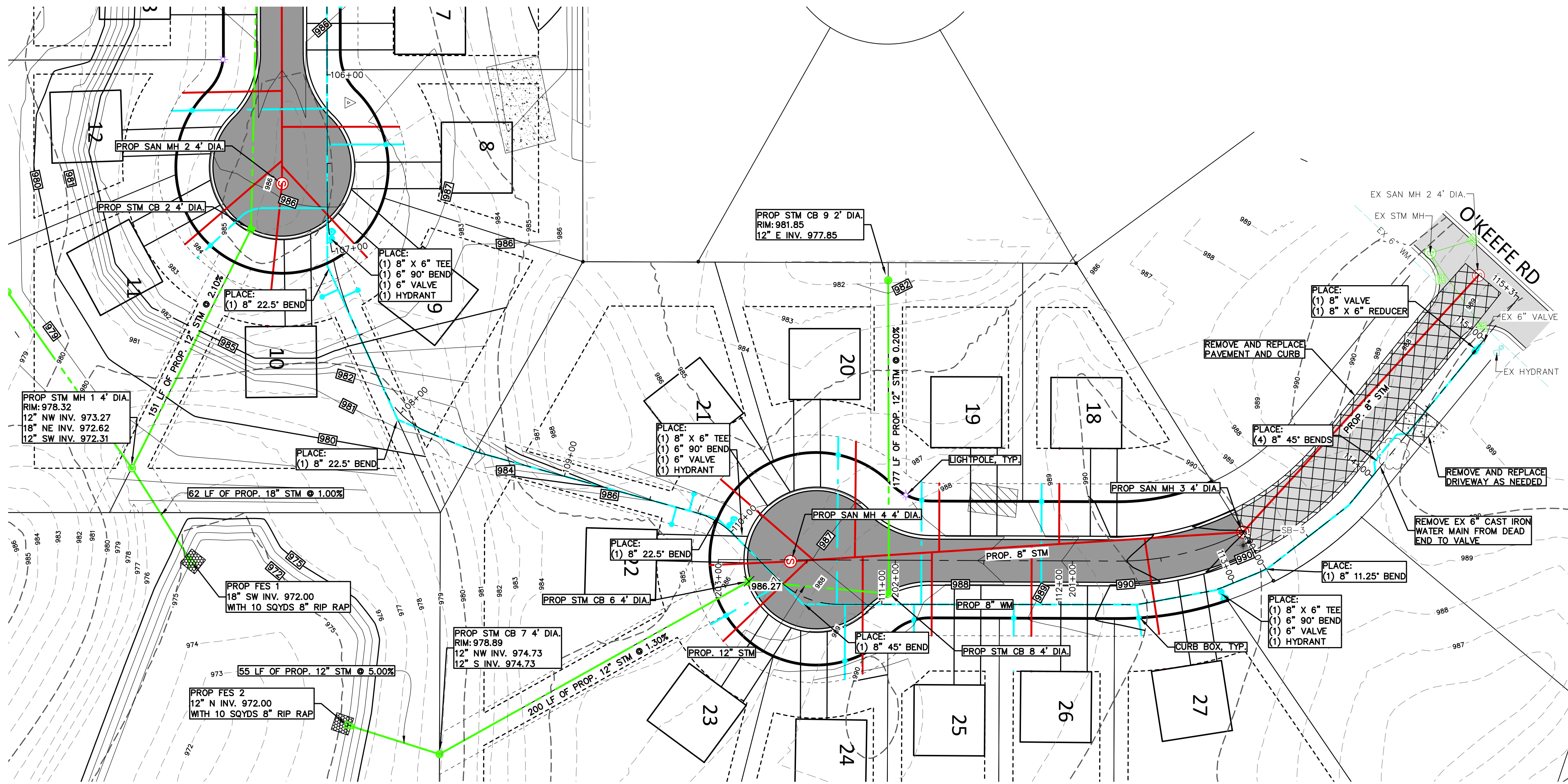
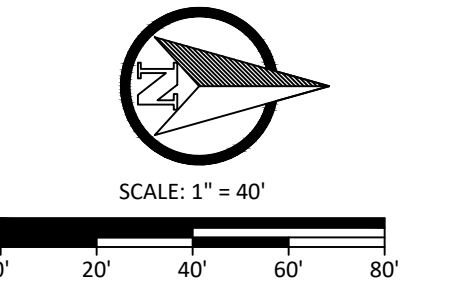
CITY OF MARSHALL
CALHOUN COUNTY, MICHIGAN
VALLEY VIEW #1
PLAN & PROFILE



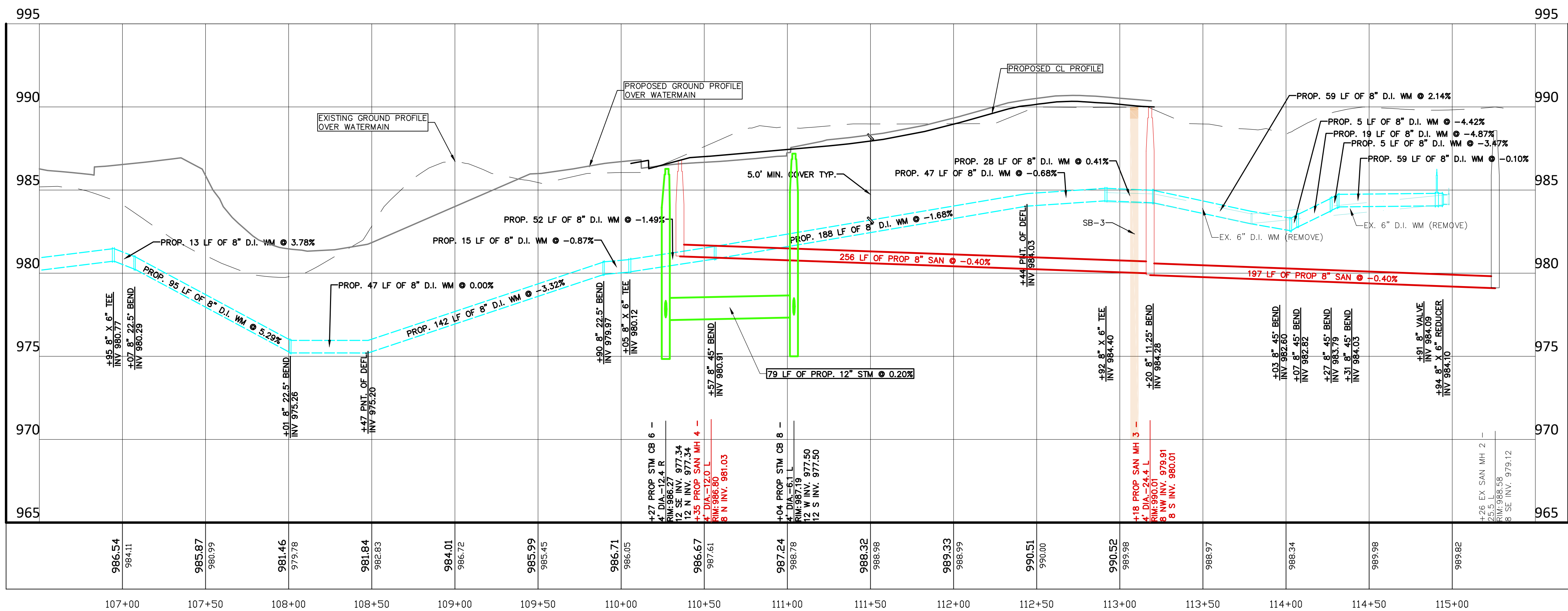
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FILE NO. 1337
CHECKED DGL
Sheet No. C401



MANN ROAD



PROFILE VIEW
HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 4'

BORING - SB-3 3/21/2024

0-2" TOPSOIL
2"-8" AGGREGATE BASE
8"-127" CLAYEY SAND, MEDIUM DENSE, BROWN, FINE TO MEDIUM GRAINED, WITH SILT, TRACE GRAVEL AND ROCK, MOIST (SC)
127"-240" CLAYEY SAND, MEDIUM DENSE TO DENSE, BROWN, FINE TO MEDIUM GRAINED, TRACE GRAVEL, MOIST (SC)

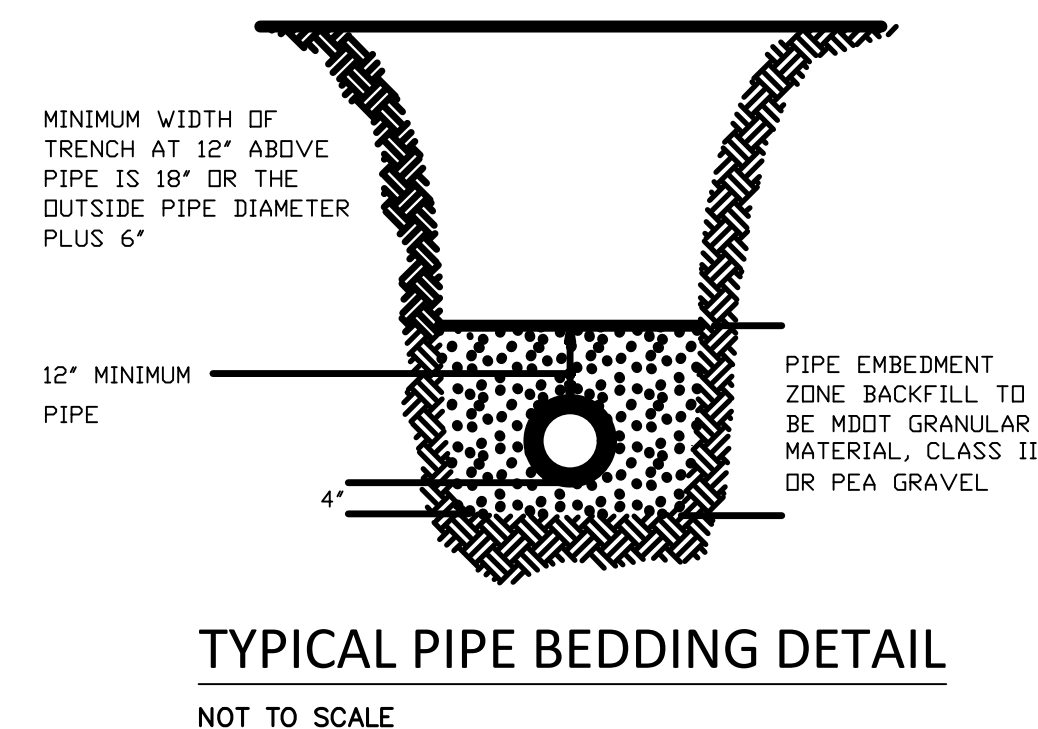
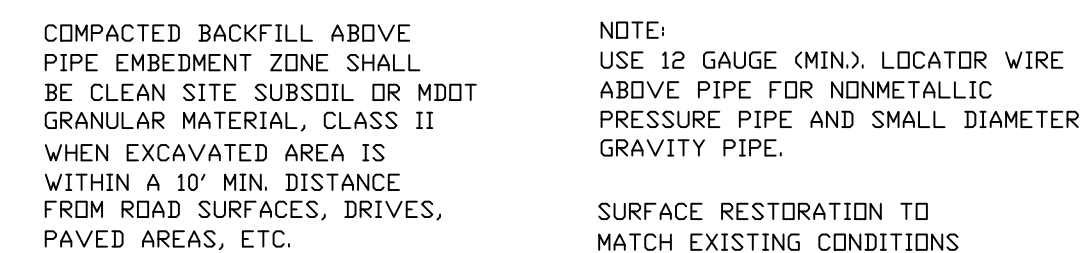
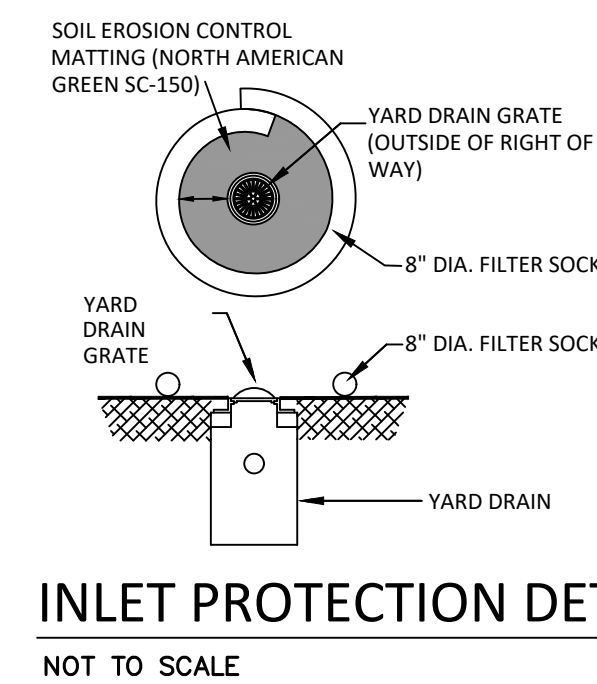
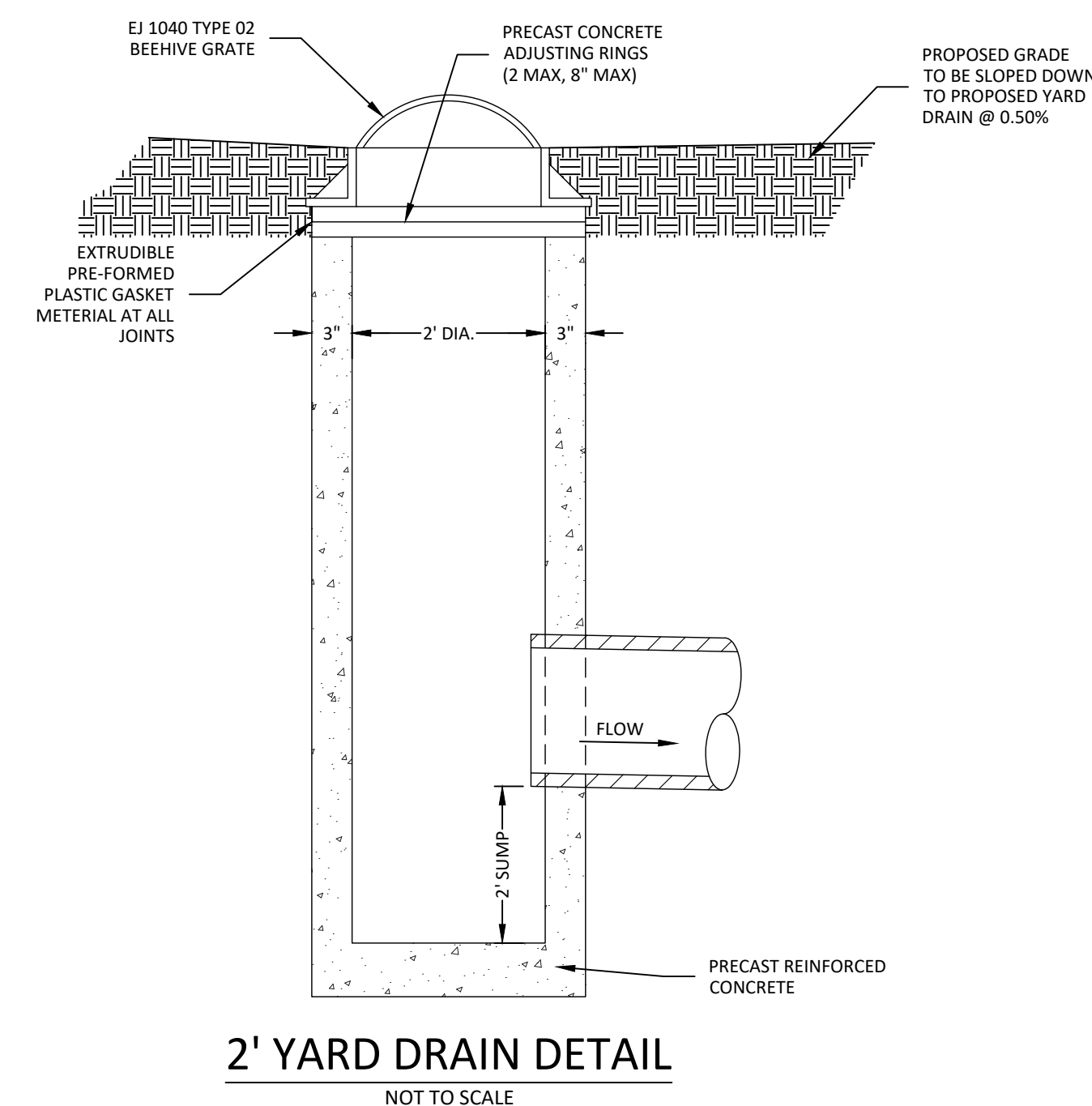
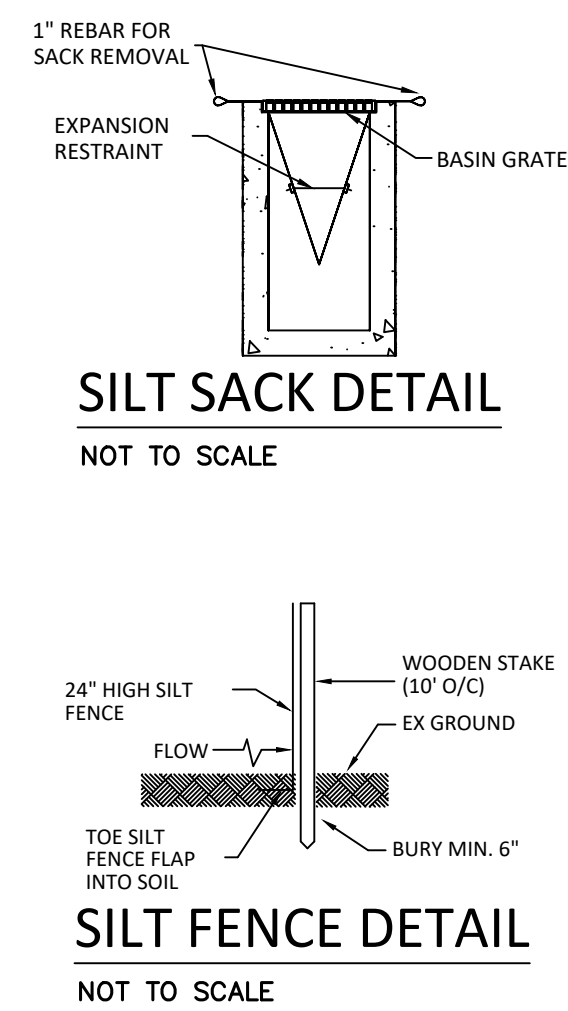
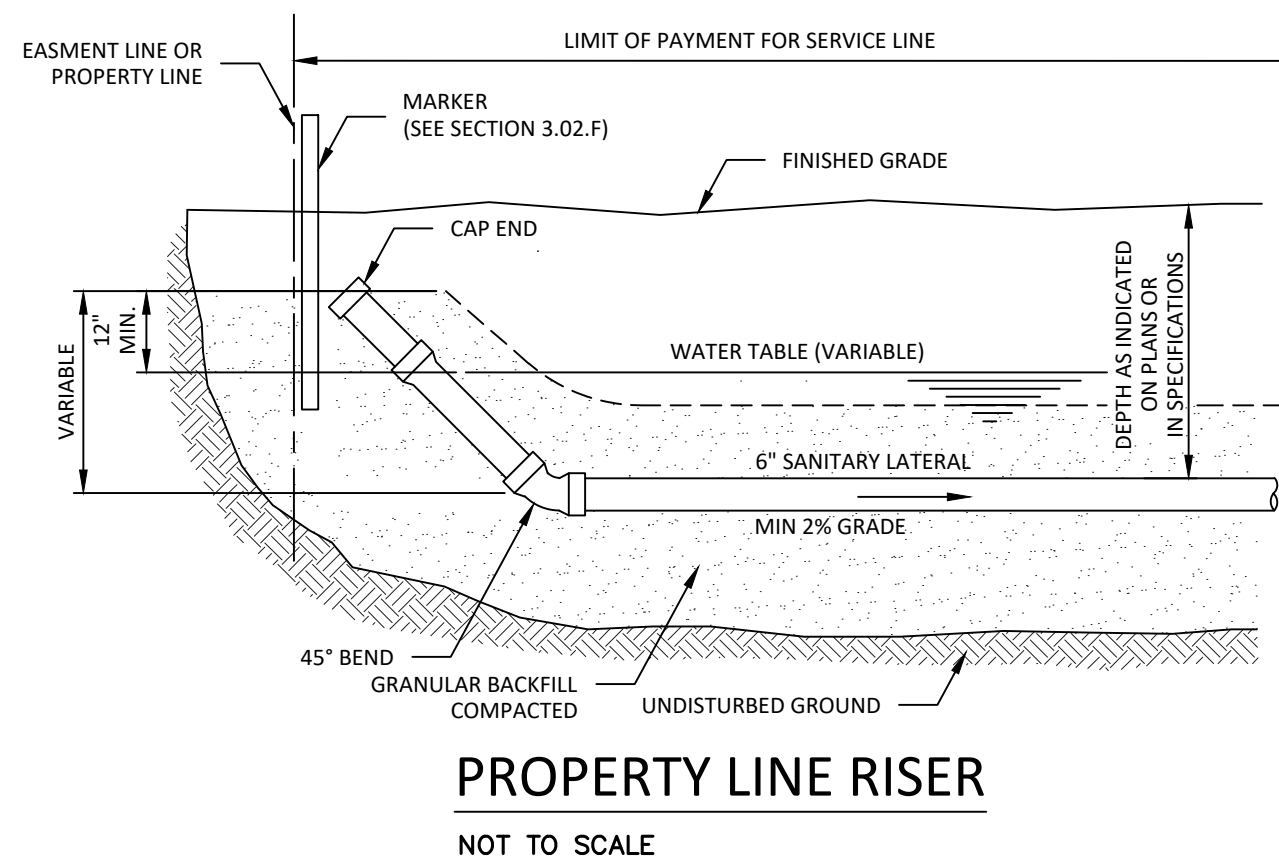
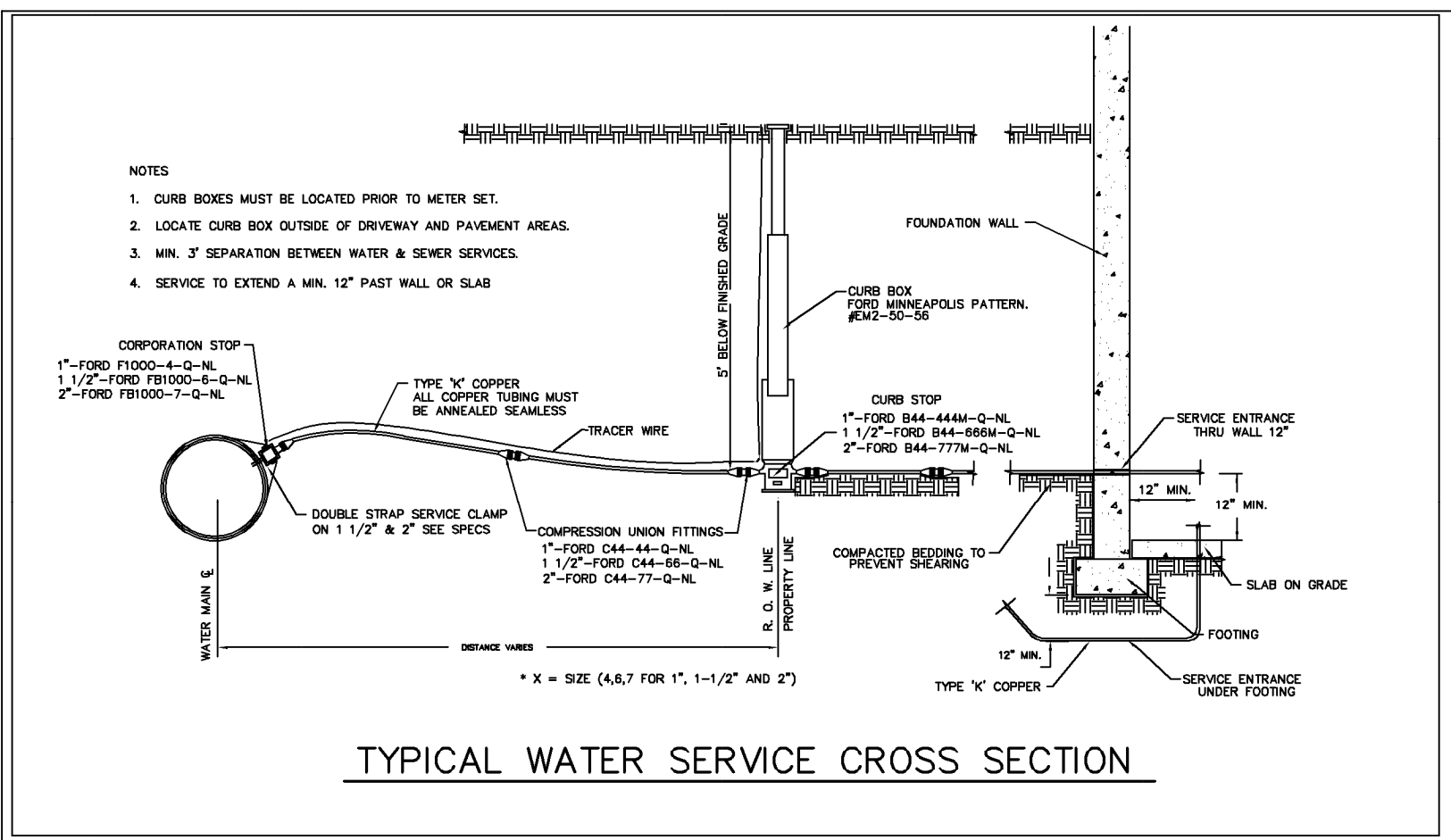
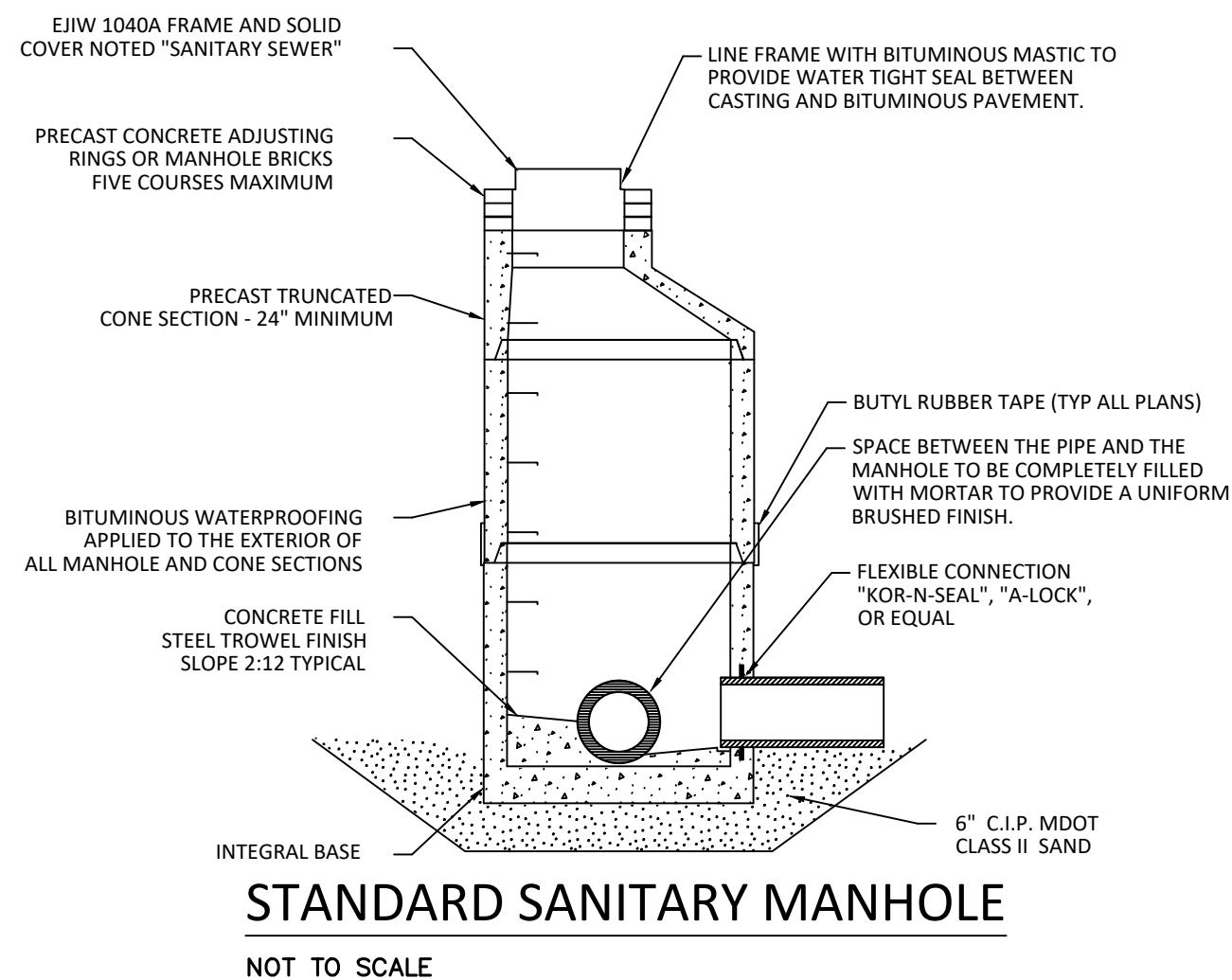
GROUNDWATER NOT ENCOUNTERED



NOTE:
ALL UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE THE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NO.	DATE	REVISION	BY
1	3/26/2024	PRELIMINARY PLAN	NEF
2	4/9/2024	50% PLAN	NEF
3	5/6/2024	75% PLAN	NEF
4	5/10/2024	100% PLAN	NEF

CITY OF MARSHALL CALHOUN COUNTY, MICHIGAN VALLEY VIEW #1 WATERMAIN PROFILE	 Vriesman & Korhorn www.VKcivil.com	Byron Center, MI (616) 277-2185 Kalamazoo, MI (269) 697-7120	FILE NO. 1337 CHECKED DGL Sheet No. C402
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NOTE:
ALL UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM
ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD
NOT BE INTERPRETED TO BE THE EXACT LOCATION NOR SHOULD IT
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NO.	DATE	REVISION	BY
1	3/26/2024	PRELIMINARY PLAN	NEF
2	4/9/2024	50% PLAN	NEF
3	5/6/2024	75% PLAN	NEF
4	5/10/2024	100% PLAN	NEF

CITY OF MARSHALL
CALHOUN COUNTY, MICHIGAN
VALLEY VIEW #1
PROJECT DETAILS



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(616) 277-2185

Kalamazoo, MI
(269) 697-7120

FILE NO.	1337
CHECKED	DGL
Sheet No.	C500

MASTER DEED

VALLEY VIEW

A Site Condominium Project

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

Calhoun County Condominium Subdivision Plan No. _____

- (1) Master Deed establishing Valley View, a Site Condominium Project.
- (2) Exhibit A to Master Deed: Valley View Condominium Bylaws.
- (3) Exhibit B to Master Deed: Valley View 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: Valley View Condominium Percentage of Value Chart.

No interest in real estate being conveyed hereby. No revenue stamps are required.

Drafted By:

Eric J. Guerin
2186 E. Centre Avenue
Portage, Michigan 49002

After Recording Return To:

Alexandra Kruh
795 Clyde Ct., SW
Byron Center, MI 49315

MASTER DEED

VALLEY VIEW

A Site Condominium Project

(Act 59, Public Acts of 1978
as amended)

This Master Deed is signed on the _____ day of _____, 20____ by Green Development Ventures, LLC, a Michigan limited liability company, d.b.a. Allen Edwin Homes of 2186 East Centre Avenue, Portage, Michigan 49002 (the "Developer").

PRELIMINARY STATEMENT

A. The Developer is engaged in developing a site condominium project to be known as Valley View (the "Project"), according to development plans on file with the City of Marshall 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 project. The seventeen (17) building sites (the "Units") that may be developed as the first phase 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, an undivided and inseparable right to the limited common elements which are appurtenant to that Unit, and an undivided and inseparable 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 City of Marshall, County of Calhoun, and State of Michigan, and described as follows:

[INSERT PROJECT LEGAL DESCRIPTION]

2.2 Easements. 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 and as described in Article VIII hereof.

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 Valley View 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 Valley View 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" or "Condominium Premises" 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 Green Development Ventures, 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 Valley View, 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 beneficial easements for ingress, egress and utility installation over, across and through non-Condominium property or individual Units in the Project;

(b) **Improvements.** The private roadway(s); the common walkways (if any); and the lawns, trees, shrubs, and other improvements or landscaped areas 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.

(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) **Private Storm Drainage System.** The storm drainage and/or retention system throughout the Project, located outside of the public street right-of-ways;

(f) **Public Storm Drainage System.** The storm drainage and/or retention system throughout the Project, located within the public street right-of-ways.

(g) **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;

(h) **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;

(i) **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;

(j) **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;

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

(l) **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 and Air Space.** The subterranean land located within Unit boundaries, from and below a depth of fifteen (15) feet below the surface, as shown on Exhibit B, including all utility and/or supporting lines located on or beneath such land, and the space located within Unit boundaries, from and above a height of forty (40) feet above the surface, as shown on Exhibit B;

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

(d) **Water Wells/Water Service.** 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. The Sewer Service beginning at the point of lateral connection for service to an individual Unit;

(f) **Yard Areas.** The portion of any yard area located between the Unit and the paved common roadway or otherwise 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.

(b) **Unit Improvements.** 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. Unless otherwise stated in this Master Deed, each Co-owner shall be responsible for the maintenance, repair, and replacement of all structures and improvements within their Unit, the snow plowing, repair and long-term maintenance of the driveways and sidewalks within their Unit, and the maintenance and mowing of all yard areas within their Unit. 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 for the cost and, at the option of the Association, the performance thereof. 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, if any, and the Private Storm Drainage 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. 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, excluding the maintenance of any pipes or structures located within the public street right-of-ways.

The City of Marshall shall be responsible for the maintenance of the Public Storm Drainage System, which shall include the pipe and structures located within the public street right-of-ways.

Notwithstanding anything in the Condominium Documents to the contrary, the Developer and Association agree that if the Association or Developer fails to maintain the Private Storm Drainage System, or the private roads, if any, as set forth above, that both the City of Marshall 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 City of Marshall or the Drain Commissioner for the County in which the Project is located in maintaining the private roads, if any, or the Private Storm Drainage System, because of the Association or Developer's failure to do so. This Master Deed shall constitute a petition to the City of Marshall 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, if applicable, including the total land area of the Project for the purpose of operating, maintaining and repairing said private roads, if any, and the Private Storm Drainage System.

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, SUBDIVISION, CONSOLIDATION AND OTHER 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 City of Marshall. 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 seventeen (17) Condominium Units in Phase I of the Project is shown on Exhibit D. The determination of the Percentage of Value 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 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 will be equal and the same for each Unit. Therefore, based on seventeen (17) Units, the percentage of value for each Unit is 5.883%.

5.3 Subdivision, Consolidation and Other Modifications of Units. Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

(a) By Developer. Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(i) Subdivide Units. Subdivide or re-subdivide any Units which it owns and in connection therewith to construct and install utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements. Such subdivision or re-subdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(ii) Consolidate Contiguous Units. Consolidate under single ownership two or more Units which are separated only by a Unit perimeter boundary. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its

successors or assigns.

(iii) Relocate Boundaries. Relocate any boundaries between adjoining Units which it owns. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(iv) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be according to the method or formula used to determine the Percentages of Value in Section 5.2, but otherwise within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so subdivided. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

(b) By Co-owner. The Co-owner(s) of one or more Units may take the following actions:

(i) Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed duly reallocating the boundaries, identifying the Units involved, reallocating Percentages of Value if and to the extent in accordance with the method or formula used to determine the Percentages of Value in Section 5.2, and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation of boundaries shall not occur, however, until such amendment is recorded in the Office of the Kent County Register of Deeds.

(ii) Subdivision of Units. The Co-owner of a Unit may subdivide his Unit upon approval of the Association in accordance with Section 49 of the Act. Such subdivision shall be effected by an amendment to the Master Deed submitted by the Association (at the expense of the Co-owner wishing to subdivide their Unit). Such amendment shall assign new identifying numbers to the new Units created by the subdivision of a Unit and shall divide the Percentages of Value assigned to the original Unit in accordance with the method or formula used to determine the Percentages of Value in Section 5.2. Subdivision shall not be made until the amendment is recorded in the Office of the Calhoun County Register of Deeds. Any subdivision of a Unit must comply with applicable municipal ordinances.

(iii) Consolidate Contiguous Units. If a Co-owner owns adjoining Units, the Co-owner may consolidate these adjoining Units upon written request to the Association. If the consolidation is approved, the President of the Association shall cause to be prepared an amendment to the Master Deed duly effecting such consolidation, identifying the Units involved, and combining the Percentages of Value in accordance with the method or formula used to determine the Percentages of Value in Section 5.2. The Co-owner requesting consolidation of the Units shall bear all costs of such amendment. The consolidation shall not be made until the amendment is recorded in the Office of the Kent County Register of Deeds.

(c) **Limited Common Elements.** Limited Common Elements shall be subject to assignment, reassignment, subdivision, modification and consolidation in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article V.

ARTICLE VI

EXPANSION OF CONDOMINIUM

6.1 Future Development Area. The Project established by this Master Deed consists of seventeen (17) condominium Units that may, at the election of Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety a maximum of twenty-seven (27) Units. Additional Units, if any, will be established on all or some portion of the land designated on Exhibit B as the future development area (the “Future Development Area”). The Future Development Area is legally described as follows:

[INSERT PROJECT FDA LEGAL DESCRIPTION]

6.2 Addition 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 years after the initial recording of the Master Deed, be increased by the addition of all or any portion of the Future Development Area and the establishment of Units in that area. Developer will determine the nature, location, size, types, and dimensions of the Units and other improvements to be located within the Future Development Area in its sole discretion. No Unit will be created within any

part of the Future Development Area that is added to the Condominium that is not restricted exclusively to residential use.

6.3 Expansion Not Mandatory. None of the provisions of this section will in any way obligate Developer to enlarge the Project beyond the initial phase established by this Master Deed, and Developer may, in its discretion, establish all or a portion of the Future Development Area as a separate condominium project (or projects) or as any other form of development. There are no restrictions on Developer's election to expand the Project other than those explicitly provided in this section. There is no obligation on the part of the Developer to add to the Project all or any portion of the Future Development Area, nor is there any obligation to add portions in any particular order or to construct any particular improvements on the added property.

6.4 Amendments to the Master Deed. An increase in the size of the Project by Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which will not require the consent or approval of any Co-owner, mortgagee, or other interested person. All of the Co-owners and mortgages of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer and its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the exhibits thereto. Amendments will be prepared by and at the sole discretion of Developer and may proportionately adjust the Percentages of Value assigned by Section 5.2 to preserve a total value of 100 percent for the entire Project. The precise determination of the readjustments in Percentages of Value (if any) will be made in the sole judgment of Developer. However, the readjustments will reflect a continuing reasonable relationship among Percentages of Value based on the original method of determining Percentages of Value for the Project.

6.5 Redefinition of Common Elements. Amendments to the Master Deed made by Developer to expand the Condominium may also contain any further definitions and redefinitions of General or Limited Common Elements that Developer determines are necessary or desirable to adequately describe, serve, and provide access to the additional parcel or parcels being added to the Project. In connection with any amendments, Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the intent of this section, including, but not limited to, the connection of roadways or walkways in the Project to any roadways or walkways that may be located on or planned for the Future Development Area and to provide access to any Unit that is located on or planned for the Future Development Area from the roadways located in the Project.

6.6 Additional Provisions. Amendments to the Master Deed made by Developer to expand the Condominium may also contain any provisions Developer determines are necessary or desirable (a) to make the Project contractible or convertible for portions of the parcel or parcels being added to the Project, (b) to create easements burdening or benefiting portions of the parcel or parcels being added to the Project, and (c) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as may be reasonably necessary in Developer's judgment to enhance

the value or desirability of the Units to be located within the additional parcel or parcels being added.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

7.1 Limits of Contraction. The Condominium Project established by this Master Deed consists of seventeen (17) Condominium Units and may, at the election of the Developer, be contracted to any lesser number of Units.

7.2 Withdrawal of Units. The Developer may exercise its right to contract and withdraw land from the Project from time to time within a period ending not later than six (6) years after the initial recording of the Master Deed, at which time such right will expire. If the Developer exercises such right, then the Developer may withdraw from the Project all or any portion of the lands described in Article II and reduce the number of Units in the Project; provided, that no Unit or portion thereof which has been sold or which is the subject of a binding Purchase Agreement may be withdrawn without the signed and written consent of the Co-owner or purchaser of such Unit and the holder of any first mortgage of record against 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 contract or 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 be deemed nonmaterial and, in accordance with Section 9.1 or Section 9.2(a) of this Master Deed, 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 Encroachments. 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 II.
- (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.

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.

8.6 Repair and Replacement. The Developer retains for the benefit of itself, its agents, employees, independent contractors, successors and assigns and designated representatives and for the benefit of any appropriate utility company and to the burden of the Condominium, the right of ingress and egress to the Condominium Property and any Unit and the Limited Common Elements appurtenant thereto, for the purpose of exercising any of the Developer's rights described herein, including the right to (i) do all the things necessary to install, maintain, repair, replace or inspect facilities within the purview of its responsibilities, and (ii) such other access purposes or other lawful purposes as may be necessary for the benefit of the Condominium.

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 by the Association or the Developer 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 votes 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 their 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 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 Subsection, 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, or for so long as there is any further possibility of expansion of the Project, 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 of a first mortgage of record against a Unit, 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 Condominium Property 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 their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the Condominium 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

10.1 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 recording of this Master Deed, 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 Co-owner, 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 10.1(a) expire, the Association, by an affirmative two-thirds majority vote of Co-owners in good standing, may declare that the undeveloped land shall remain part of the Project, but shall revert to the General Common Elements. 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 Units to “must be built.” However, if the undeveloped land is not withdrawn or the undeveloped 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.

(c) Undeveloped Land. For purposes of this Section 10.1, “undeveloped land” does not include Units that are depicted or described on the Condominium Subdivision Plan pursuant to Section 66 as containing no vertical improvements.

ARTICLE XI

ASSIGNMENT OF DEVELOPER RIGHTS

11.1 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.

Green Development Ventures, LLC,
a Michigan limited liability company

By: _____
Thomas M. Larabel
Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me the _____ day of _____, 20____, by Thomas M. Larabel, Vice President of Green Development Ventures, 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
VALLEY VIEW HOMEOWNERS ASSOCIATION

ARTICLE I

ASSOCIATION OF CO-OWNERS

1.1 Organization. Valley View, a residential site condominium project located in the City of Marshall, Calhoun County, Michigan (the "Project") is being developed in successive phases to comprise a maximum of twenty-seven (27) 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 corporate 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 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, interpreting the covenants, conditions, and restrictions contained the Master Deed or these Bylaws, or setting the procedures governing the Association's enforcement of such covenants, conditions, and restrictions, including, without limitation, providing for the levying of fines against Co-owners for noncompliance with the Condominium Documents and the imposition of late charges for nonpayment of assessments;

(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 the Articles and Article XIII 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 which 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. Such records shall be open for inspection by the Co-owners and their mortgagees during reasonable working 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. 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 which is equal to or greater than 10% of the then current annual budget of the Association on a non-cumulative basis. The minimum reserve standard required by this Section may prove to be inadequate, and the Board

should carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall 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, if so appointed; provided, however, that any compensation so 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, which budget 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. Should the Board of Directors determine 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 purpose(s). 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 enforced, 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 enforced, 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. Provided, however, that 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. Any subdivision of a Unit must comply with applicable municipal ordinances

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 on which such containing common charges are based 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, late charges, and fines charged, imposed, or levied in accordance with the Condominium Documents; 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 total 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 which 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. Provided, 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 may be of asphalt, brick or cement, 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 City of Marshall.

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 one stall.

(d) Fencing. Wood fences and galvanized chain link fences (except black vinyl-coated chain link) 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 fence made of approved materials, but only after the Review Committee has approved in writing the composition and 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, including, without limitation, providing for the levying of fines against Co-owners for noncompliance with the Condominium Documents. 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 City of Marshall 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 and Hazardous Substances. 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. With the exception of common household products, hazardous or toxic materials may not be stored, produced,

released or disposed of on the Condominium Property without written approval from the Association.

(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.** No high intensity or gas vapor lights, dusk-to-dawn lights, or other lights which are regularly left on during the night may be installed or maintained on any Unit without the prior consent of Developer or the Review Committee.

(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 semi-truck, 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, including, without limitation, providing for the levying of fines against Co-owners for noncompliance with the Condominium Documents, 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 Article VIII, 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, including actual attorney fees. 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 Condominium 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" or other restriction 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.

10.5 Reserved Rights of Developer. The Developer may lease any number of Units in the Project in its discretion without approval by the Association.

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(q), 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 this Article, 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:

- (i)** 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.
- (ii)** 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.
- (iii)** 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.
- (iv)** 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.

- (v) The Litigation Attorney's proposed written fee agreement.
- (vi) 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 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:

- (i) 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").
- (ii) 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.
- (iii) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
- (iv) 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.
- (v) 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:

- (i) The status of the litigation;
- (ii) The status of settlement efforts, if any; and
- (iii) 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, co-owner, 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:

(i) 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.

(ii) 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.

- (iii) 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

DEFAULT AND REMEDIES

15.1 General. In the event of any default by a Co-owner, including any breach, violation, or failure to comply with any of the terms or provisions of the Condominium Documents arising out of the condition of a Co-owner's Unit or the acts or neglects of a Co-owner or any of their family, tenants, invitees, or guests on or about the Condominium Property, the Association, acting through its Board of Directors, may:

- (a) subject to Article XIII, if applicable, bring an action against the Co-owner to recover sums for damages, injunctive relief, foreclosure of a lien (if the default is in the payment of an assessment), or any combination thereof;
- (b) if the Association is successful in a proceeding arising because of the default, recover the costs of the proceeding and actual attorneys' fees from the Co-owner;
- (c) impose late charges against the Co-owner for nonpayment of assessments; and
- (d) levy fines against the Co-owner after notice and an opportunity for a hearing thereon.

15.2 Procedures. Any levying of fines shall only be to the extent established by duly adopted Rules and Regulations of the Association.

15.3 Notice & Hearing. On any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Section 2.4 above.

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no

event shall the Co-owner be required to appear less than ten (10) days from the date of the notice. The offending Co-owner may, at their option, elect to forego the appearance as provided herein by delivery of a written response to the Board.

(c) **Default.** Failure to respond to a notice of violation constitutes a default.

(d) **Hearing and Decision.** On appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

15.4 Continuous or Recurring Defaults. If a fine has been levied by the Board in accordance with the Rules and Regulations of the Association for a continuous or recurring default, then each day from the levying of the fine until the correction of the default to the Board's satisfaction may be deemed a separate instance of the same default, and fines may be levied by the Board in accordance with the Rules and Regulations of the Association for each such instance without further notice or opportunity for a hearing.

15.5 Collection. Any late charge imposed against a Co-owner or fine levied against a Co-owner shall be deemed to have been specially assessed against the Co-owner's Unit. Any failure to pay such late charge, fine, or assessment when due will subject the Co-owner to all of the liabilities set forth in the Condominium Documents, including, without limitation, those described in Article V above.

15.6 Developer Exempt from Late Charges and Fines. The Association shall not be entitled to impose late charges or levy fines against the Developer for any violation of the Condominium Documents.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

16.1 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.

16.2 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.

16.3 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.

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

16.5 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.



ITEM 6.D

TO: Planning Commission
FROM: Eric Zuzga, Director of Community Services
DATE: June 12, 2024
SUBJECT: SIGN ORDINANCE UPDATES

Over the last two Planning Commission meetings, Commissioners have held discussions with staff and our consultant from the Progressive Companies, on desired changes to the sign ordinance. These discussions and Progressive's technical review have resulted in the draft ordinance which is attached to this report. A public hearing has been scheduled for the June 12, 2024 meeting to consider this updated ordinance. The draft ordinance brings us up to date with all of the legal changes.

After review at the last meeting, the Planning Commission was supportive of the draft ordinance with the only issue being changeable copy/LED sign regulations. The draft ordinance has the more restrictive language that exists in the current ordinance. Staff would like the Planning Commission to increase the maximum sq footage of ground signs to 50 sq feet in the B-2, B-4, and FS districts, increase the changeable copy sign size to 80% of the permitted sign area, and to allow LED signs for institutional uses in residential districts at the standards allowed in the draft ordinance.

The Planning Commission has three options with this ordinance change: approve as presented, approve with amendments, or table the ordinance for additional work/discussion. Staff recommendation is to approve the alternate draft ordinance which adopts the changes listed above.

RECOMMENDATION:

Approve Ordinance 2024-9 with amendments, which would update the City's sign regulations and remove them from Article 5- Site Standards and create Article 9-Signs.

CITY OF MARSHALL, MICHIGAN

ORDINANCE #2024-___

PREAMBLE

AN ORDINANCE TO AMEND CITY OF MARSHALL ZONING CODE, REPEAL OF CHAPTER 5.0 SITE STANDARDS, SECTION 5.1, SIGNS, THE ADDITION OF ARTICLE 9, SIGNS, TO REPEAL ANY ORDINANCES IN CONFLICT THEREOF, AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

THE CITY OF MARSHALL HEREBY ORDAINS:

Section 1. Title and Purpose. This Ordinance shall be titled as the “Sign Ordinance Revision.”

The purpose of this ordinance is to amend the City of Marshall Zoning Ordinance through a revision of the sign ordinance. The ordinance will result in the removal of Section 5.1 and the addition of Article 9, Signs.

Section 2. Repeal Section 5.1- Signs. That **Chapter 5.0, Site Standards** of the Marshall City Zoning Code be amended as follows, Section 5.1, Signs is hereby repealed.

Section 3. Addition of Article 9- Signs. That Article 9.0, Signs be added to the Marshall City Zoning Code as follows:

9.01 Intent

These regulations establish rules and standards for the construction, location, maintenance and removal of privately-owned signs. Directional, emergency, or traffic-related signs owned by the city, county, state or federal government agencies are not regulated by this Section. The execution of these regulations recognizes that the purpose of this Chapter is to protect the interest of public health, safety and welfare and to ensure the maintenance of an attractive physical environment while satisfying the needs of sign users for adequate identification, communication and advertising. To achieve such purposes, the following objectives shall be applied for this Chapter and any future additions, deletions and amendments:

1. **General.** Ensure that signs are located, designed, constructed, installed and maintained in a way that protects life, health, morals, property and the public welfare;
2. **Public Safety.** Protect public safety by prohibiting signs that are structurally unsafe or poorly maintained; that cause unsafe traffic conditions through distraction of motorists, confusion with traffic signs, or hindrance of vision; and that impede safe movement of pedestrians or safe ingress and egress from buildings or sites;
3. **Protect Aesthetic Quality of Districts and Neighborhoods.** Prevent blight and protect aesthetic qualities by preventing visual clutter and protecting views;

preventing intrusion of commercial messages into non-commercial areas; and eliminating signs and sign structures on unused commercial properties. Also, to avoid glare, light trespass and skyglow through a selection of fixture type and location, lighting technology and control of light levels;

4. **Free Speech.** Ensure that the constitutionally guaranteed right of free speech is protected and to allow signs as a means of communication;
5. **Reduce Conflict.** Reduce conflict among signs and between public and private information systems;
6. **Business Identification.** Allow for adequate and effective signage for business identification and other commercial speech, non-commercial speech and dissemination of public information, including but not limited to, public safety information and notification as may be required by law;
7. **Foster Economic Development.** Ensure that signs are located in a manner that does not cause visual clutter, blight and distraction, but rather promotes identification and communication necessary for sustaining and expanding economic development in the City;
8. **Recognize Unique Areas.** Acknowledge the unique character of certain districts and establish special time, place and manner regulations that reflect the unique aesthetic, historical and/or cultural characteristics of these areas.

9.02 Definitions

1. **Sign.** Any surface, device, letter, word, model, balloon, pennant, insignia, emblem, logo, icon, painting, placard, poster, flag or representation, illuminated or non-illuminated, which is visible from a public place, including; but not limited to highways, streets, alleys or publicly-owned property, or is located on private property and exposed to the public, which directs attention to a product, service, place, activity, person, institution, business or constitutes a solicitation. For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
2. **Abandoned Sign.** A permanent sign erected on a property in conjunction with a particular use which has been discontinued for a period of 180 days or longer or a sign with content pertaining to a time, event or purpose which no longer applies.
3. **Address Sign.** A sign depicting the street number of the property on which it is located.
4. **Animated Sign.** A changeable copy sign where the information conveyed changes more than once per minute.
5. **Awning.** A roof-like cover, typically constructed of canvas, vinyl or similar fabric stretched over a framework, that projects from the wall of the building for the purpose of shielding a doorway, a window or pedestrians from the elements.
6. **Awning Sign.** A permanent sign painted on, printed on or attached flat against the surface of an awning.
7. **Balloon Sign.** A type of portable sign filled with air or gas.
8. **Banner Sign.** A temporary sign constructed of cloth, fabric or other similar material with or without a structural frame. A national flag of the United State of America, the

State of Michigan flag, the City of Marshall municipal flag, the official flag of any religious, institutional or business establishment, or displays for holidays or public events shall not be considered banner signs.

9. **Barber Pole Sign.** A permanent sign attached to the building in a vertical cylinder shape with moving and/or alternating colors.
10. **Billboard Sign.** A permanent sign which identifies a use or advertises products and services not available on the site or parcel on which the sign is located.
11. **Changeable Copy Sign.** A permanent sign, electrical or non-electrical, on which the copy changes automatically or is designed to allow the copy to be changed manually while the surface of the sign remains unchanged, such as electronic time and temperature units or reader boards with changeable letters. A sign on which the copy changes more than once per minute shall be considered an animated sign.
12. **Construction Sign.** A temporary sign located on a parcel with a current building permit on which construction is occurring.
13. **Directional Sign.** A temporary or permanent sign that displays a message related to a product, activity, event or service and commonly includes an arrow or other directional means to assist in determining a correct route to an entrance, event or parking area.
14. **Double Faced Sign.** Signs with two (2) parallel or nonparallel sign surfaces not more than twenty-four (24) inches apart at any point on the opposite face.
15. **Feather (or Flutter) Sign.** Any sign that is comprised of material that is suspended or attached in such a manner to a pole or stake as to attract attention by waving, moving or fluttering from natural wind currents. It also includes similar signs that do not move or flutter.
16. **First Floor Building Area.** On a single-story building, the area of an exterior building wall below the roof or eave line. On multi-story buildings, the area of an exterior building wall below the first-floor cornice or window sill of the second-floor window if no cornice is present.
17. **Flag Sign.** A permanent or temporary sign made of a rectangular piece of fabric of distinctive design used as a symbol or signaling device that includes the official insignia or flag of the United State of America, the State of Michigan the City of Marshall or that of any religious, institutional or business establishment.
18. **Freestanding Sign.** A permanent sign attached to or supported by a post(s), pole(s), base or the like and not attached to a building. Freestanding signs include pylon and ground signs.
19. **Ground Sign.** A sign extending upward from grade that is attached to a permanent foundation for a distance of not less than fifty (50) percent of its length, and which may be attached or dependent for support from any pole, posts or similar uprights provided such supports are concealed within the sign structure.
20. **Historical Marker.** A sign, monument or marker designating a location or structure of historical significance, on a site approved by the city, state or federal government is exempt from regulation by this Chapter.
21. **Maintenance.** The cleaning, painting, repair or replacement of defective parts of a sign in a manner that does not alter the basic copy, design or structure of the sign.

22. **Marquee.** Any permanent roof like structure projecting from a building or extending along and projecting beyond the wall of the building generally designed and constructed to provide protection from weather.
23. **Marquee Sign.** A permanent sign attached to any part of a marquee other than the roof.
24. **Mural.** A permanent design or representation painted or drawn on a wall that does not advertise a business, product, service or activity.
25. **Nameplate Sign.** A permanent sign affixed to the wall of a building or incorporated into the façade of the building. Examples include, but are not limited to, the name of the building and date of construction or opening.
26. **Nonconforming Sign.** A temporary sign or permanent sign which lawfully existed at the effective date of this Chapter, or any amendment thereto, does not conform to all of the current requirements of this Chapter.
27. **On-Premises Sign.** A temporary sign or permanent sign which pertains to the use of the premises on which it is located.
28. **Pennant Sign.** A sign, with or without a printed design or text, made of flexible materials suspended from one (1) or two (2) corners, used in combination or on a cable or other similar support with other such signs to create the impression of a line.
29. **Permanent Sign.** Any sign of durable material permanently anchored or secured to a building, accessory structure or the ground.
30. **Portable Sign.** A temporary sign designed to be moved from place to place, whether or not it is attached to the ground or a structure.
31. **Projecting Architectural Feature.** Elements such as cornices, eaves and overhangs, canopies, porches, bay windows and chimneys that are attached to or project out from the main building walls below the roof.
32. **Projecting Sign.** A permanent sign attached to a building which extends from the building toward the street.
33. **Pylon (or Pole) Sign.** A sign supported by one (1) or more poles, posts, braces or pylons located in or upon the ground and not attached to a building.
34. **Roof Sign.** A temporary sign or permanent sign erected upon, against or directly above a roof or on top of or above the parapet of a building, or signs where any portion of the sign extends above the roof of the building where the sign is located. Projecting architectural features, as defined in this Chapter, shall not be considered part of the roof.
35. **Sandwich Board Sign.** A temporary sign containing two (2) separate faces which are attached to one another at the top by one (1) or more hinges or fasteners and which when placed upon the ground will stand upright without any additional support.
36. **Sign Copy.** Any written characters, emblems, logos, images or projections meant to promote, advertise, or otherwise call attention to a business, cause, location, organization or event.
37. **Snipe Sign.** An off-premises sign that is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, fences or to other objects.
38. **Temporary Sign.** A sign erected for ninety (90) days or less for a specific purpose or event, which is not intended to be permanent, and is not otherwise defined in this Article.

39. **Wall Sign.** A permanent sign painted on, incorporated in or attached directly to a building wall, window or projecting architectural feature with the exposed face of the sign in a plane parallel to the building wall, window or projecting architectural feature. A mural shall not be considered a wall sign.
40. **Warning Sign.** See incidental sign.
41. **Water Tower Sign.** A permanent sign attached to a water tower.
42. **Window Sign.** A temporary sign or permanent sign; picture, symbol or combination thereof that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.
43. **Yard Sign.** A sign of relatively impermanent construction manually placed in a yard and typically intended to announce or advertise an infrequent event such as, but not limited to, a garage sale; or to support a political candidate or political position; or the sale or rental of real property.

9.03 General Sign Regulations

1. **General Requirements.** The following regulations shall apply, unless otherwise specifically stated in this Chapter, to all signs erected or located in any zoning district within the City.
 - A. All signs shall conform to all applicable codes and ordinances of the City and, where required, shall be approved by the Zoning Administrator or their designee according to the requirements of Section 9.15.
 - B. Signs not visible from any street, alley or publicly-owned property are exempt from the provisions of this Chapter and do not require a sign permit.
 - C. A sign shall not be placed in, upon or over any public street, public right-of-way, alley or other publicly-owned land, except as otherwise expressly permitted by this Chapter.
 - D. Only signs established and maintained by the City, county, state or federal governments or expressly permitted by this Chapter shall be permitted in a public street right-of-way, dedicated public easement or upon publicly-owned land.
 - E. No public or commercial pole, utility pole or other supporting member located in a public right-of-way shall be used for the placement of any sign unless specifically designed and approved for the use.
 - F. No sign shall be located on or attached to any tree or other natural feature.
 - G. A sign shall not be erected in any place where it may, by reason of its position, shape, color or other characteristic, interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device, obstruct the view of any intersection or entrance to any public street or alley, or constitute a public nuisance.
 - H. No sign shall employ animated or moving parts, except as otherwise permitted in this Section.
 - I. No sign shall employ any flashing, moving, oscillating, blinking or variable intensity light; except as otherwise provided for in this Chapter.
 - J. No sign shall exhibit statements, words or pictures of an obscene or pornographic nature.

- K. No sign shall emit a sound, odor or visible matter such as smoke or vapor.
- L. All signs with a sign height of greater than two (2) feet shall be set back the lesser of three (3) feet from a street right-of-way line or fifteen (15) feet from any front, side or rear property line unless attached to a building or permitted within the public street right-of-way.
- M. Signs affixed to the ground shall not obstruct vision above a height of two (2) feet from the established street grades within a clear vision zone. A clear vision zone is the triangular area formed by the intersection of any street right-of-way lines and a point along each right-of-way line twenty-five (25) feet from the point of the intersection.
- N. All signs, except directional signs, awning signs, wall signs and window signs, must be set back fifteen (15) feet from the intersection of the edge of an access drive and a street right-of-way line.
- O. Signs required by any federal, state or municipal statute or ordinance shall be exempt from the provisions of this Chapter and shall not be included when calculating sign area.
- P. Abandoned signs shall be removed or put into service. Removal of such signs shall include removal of the poles and/or supports. If the property upon which the sign is located is vacant and the previous use is abandoned, the entire sign (including above-ground base, height, poles, size, wires, panels and any other element) shall be removed within thirty (30) days of the property becoming abandoned.
- Q. A minimum ten (10) foot horizontal separation shall be maintained between any sign and any overhead utility. The nearest part of any sign, including support structures shall be at least four (4) feet from any electrical conductor, electric light pole, road lamp, traffic light or other public utility pole or standard.
- 2. **Substitution.** Any commercial message lawfully established on a sign may be replaced with a non-commercial message provided that the regulations of this Article are otherwise met.
- 3. **Historic Painted Signs.** A historic business sign that was previously painted on the side(s) of a building prior to adoption of this ordinance shall be permitted to remain and to be maintained in its original design, colors and materials. A historic painted sign shall not be altered without the approval of the Zoning Administrator.

9.04 Signs Not Requiring a Permit

The following signs shall be permitted without a permit, pursuant to the applicable regulations in this Section:

- 1. **Address Signs.** Address signs shall comply with the requirements of Chapter 95 and shall be visible and legible from the right-of-way.
- 2. **Permanent directional signs.** Permanent directional signs are permitted in non-residential zoning districts.
 - A. The maximum height of an on-premises directional sign shall be six (6) feet.
 - B. The number of directional signs per parcel shall not exceed five (5).
 - C. Permanent directional signs shall not exceed four (4) square feet in area.

3. **Flag Signs.** Flag signs are permitted in all zoning districts.
 - A. Flag signs shall not exceed forty (40) square feet in residential districts.
 - B. Flag signs shall not exceed eighty (80) square feet in commercial or industrial zoning districts.
 - C. Flag signs shall be displayed in one (1) of two (2) ways:
 - i. Affixed to a permanent pole affixed to the ground. Pole shall not exceed twenty-five (25) feet in height.
 - ii. Affixed to a permanent or temporary pole that is attached to a mounting point on the ground floor exterior wall of a building. Where such a flag sign extends over a sidewalk, there shall be not less than eight (8) feet of clearance from the lowest part of the flag to the surface of the sidewalk.
 - iii. Flag signs shall be maintained in good condition.
 - iv. Up to three (3) flag signs are permitted per parcel, provided that in no case shall the total area of all flag signs exceed 160 square feet.
4. **Murals.** Murals are permitted in the B-2, B-3, B-4 and POSD districts, as well as the River District overlay district.
5. **Nameplate Signs.** Nameplate signs are permitted in all districts.
 - A. Nameplate signs shall not exceed two (2) square feet in area.
 - B. Nameplate signs shall be mounted on the ground floor of the façade where the primary entryway is located.
6. **Sandwich Board Signs.** Sandwich board signs are permitted in the B-2, B-3, B-4 and HCHSD districts and do not require a sign permit. Sandwich board signs must meet the following standards:
 - A. One (1) sandwich board sign shall be permitted per business in a building, provided that the spacing standards below are met.
 - B. Sandwich board signs shall not exceed twelve (12) square feet in area per side.
 - C. The height of a sandwich board sign shall not exceed four (4) feet.
 - D. The width of a sandwich board sign shall not exceed three (3) feet.
 - E. Sandwich board signs shall not be illuminated.
 - F. Sandwich board signs shall be located a minimum of three (3) feet from the back of curb of the adjacent street or maneuvering lane.
 - G. Sandwich board signs shall not impede pedestrian access to buildings or interfere with pedestrian movement on a public sidewalk.
 - H. Sandwich board signs shall not be moored or anchored to any object but shall be designed or weighted to prevent instability or movement by wind or other natural forces.
 - I. Sandwich board signs shall be placed as near to the entryway of the promoted establishment as possible, and not further than ten (10) horizontal feet from the center of the entryway, as measured along the building façade.
 - J. Sandwich board signs shall be permitted only during operating business hours or from the hours of 8:00am to 10:00pm, whichever is less, and must be stored inside when the establishment is not open to the general public.
 - K. Sandwich board signs shall not include moving parts or attachments, including, but not limited to, balloons, pinwheels, streamers, pennants, flags or similar adornments.

- L. Sandwich board signs must be professionally constructed of weather-proof, durable material and kept in good repair.
- 7. **Temporary Signs.** Temporary signs do not include banners, yard signs, construction signs, prohibited signs, or other sign types otherwise defined in this Article.
 - A. Temporary Signs in Residential Districts.
 - i. Temporary signs shall not exceed three (3) feet in height.
 - ii. Properties with a principal residential use may erect a single temporary sign not exceeding six (6) square feet in area.
 - iii. Properties with non-residential use may erect one (1) temporary sign per frontage. The total area of all temporary signs displayed concurrently on one (1) parcel shall not exceed twenty-four (24) square feet.
 - iv. Temporary signs shall not be placed on the exterior wall of a residential structure or accessory structure.
 - B. Temporary Signs in Non-Residential Districts.
 - i. Temporary signs shall not exceed six (6) feet in height.
 - ii. No temporary sign shall exceed six (6) square feet in area.
 - iv. The total area of all temporary signs displayed concurrently on one (1) parcel shall not exceed thirty-two (32) square feet. Temporary signs shall not be placed within the clear vision triangle.
- 8. **Water tower Signs.** Water tower signs are permitted on any water tower.
- 9. **Window Signs.** Window signs are permitted in the B-2, B-3, B-4, POSD, FS, I-1, I-2 and HCHSD districts. Window signs must meet the following standards:
 - A. The total area of all window signs shall not exceed 25 percent of all ground floor window area or twenty-five (25) percent of the window to which the sign is affixed.
 - B. Window signs must be located in such a manner as to allow for clear visibility into the building and visibility of the checkout area of the building if the use is retail in nature.
 - C. The total area of all window signs shall not exceed the maximum wall sign area permitted on the building.
 - D. Window signs include all signage positioned near or applied to a window and visible from the public right-of-way or property line, including, but not limited to, signs painted directly onto the window pane, decals, static clings and posters placed in a window. Sign area shall be calculated to the fullest extent of the limits of sign copy, regardless of the opacity of the window sign.
- 10. **Yard Signs.** Yard signs are permitted in all zoning districts and do not require a sign permit. Yard signs must meet the following standards.
 - A. One (1) yard sign is permitted per frontage.
 - B. Additional yard signs are permitted during a time period of thirty (30) days prior to an election date to seven (7) days after the election date and during times of emergency to allow businesses the ability to adequately advertise business practices.
 - C. Yard signs shall not exceed four (4) square feet in area on residential property and eight (8) square feet in area on nonresidential property.

- D. Yard signs shall be setback a minimum of two (2) feet from the property line where a sidewalk is present adjacent to the parcel or a minimum of fifteen (15) feet from the curb/road edge on parcels without an adjacent sidewalk.

9.05 Prohibited Signs.

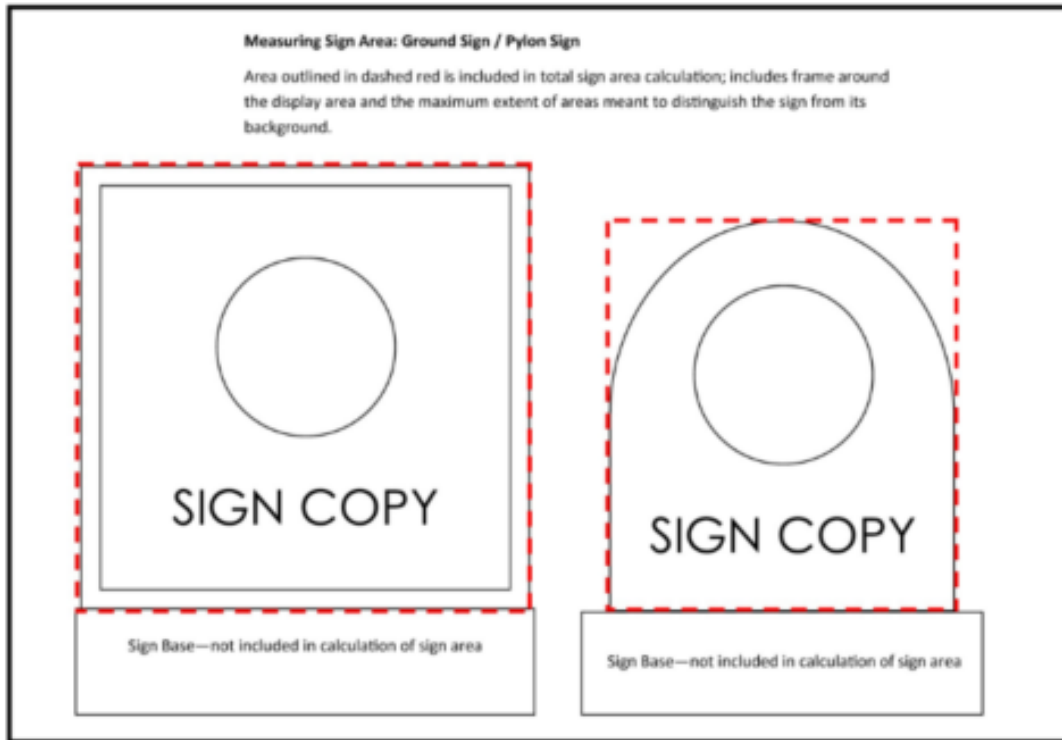
Any Sign not clearly permitted by this ordinance is prohibited. The following signs are specifically prohibited:

1. Balloon signs.
2. Portable signs, except as otherwise permitted in this ordinance.
3. Roof signs.
4. Snipe signs.
5. Pennant signs.
6. Feather and flutter signs.
7. Any sign which requires a permit and is erected without a permit.
8. Any sign or sign structure which obstructs the view of, or may be confused with, a traffic directional/safety sign.
9. Signs which simulate or imitate in size, color, lettering or design, of any traffic sign or signal or any sign which by design or location may in any manner interfere with, mislead or confuse the public with respect thereto or obstruct the public view thereof.
10. Any sign that advertises a business, event or use no longer located on the same site as the sign. When a use changes, the owner shall have thirty (30) days to replace a sign that is no longer applicable to the property on which it is located. The Planning Commission may extend this time limit upon demonstration by the property owner that extraordinary circumstances exist such that application of this provision would be inequitable.

9.06 Measuring Sign Area and Height

1. **Measuring Sign Area.** The sign area shall include the surface area which encloses the extreme limits of sign copy, together with the frame or other material or color forming an integral part of the display or used to differentiate the sign from the background against which it is placed, excluding only the structure necessary to support the sign.

- A. A double-faced sign, as defined in this Chapter, shall be considered as having one (1) face and the area of the one (1) face shall be included in computing the sign



area.

2. **Measuring Sign Height.** Sign height shall be the vertical distance measured from the point of ground immediately beneath the sign to the highest point of the sign, including decorative embellishments. Where the ground elevation beneath a sign varies, the average grade of the ground within a five (5) foot radius of the sign structure shall be used. The average grade shall be the highest point within said radius plus the lowest point within said radius, divided by two (2). Any filling, berming, mounding or excavating solely for the purpose of locating the sign shall not be included in the calculation of average grade.

9.07 Illumination of Signs

1. Where illumination of Signs is permitted by this ordinance, three (3) methods of illumination are permitted:
 - A. Internal Illumination. Where a sign is internally illuminated, no portion of the surface of the sign shall be transparent.
 - B. External Illumination. Where a sign is externally illuminated, the source of illumination shall be directed downward and shielded from directing glare onto neighboring properties or into the public right-of-way.

- C. Halo Illumination (Backlighting). Where a sign is backlit, forming a halo of light around the sign copy on the surface behind the sign, the source of illumination shall not be visible from neighboring properties or the public right-of-way.

9.08 Changeable Copy Signs

Changeable copy Signs are permitted as follows:

1. Any changeable copy area shall be part of a permanent ground or pylon sign, except in the B-3 district, where the Planning Commission may permit changeable copy areas on wall signs and marquee signs. Animated signs and electronic changeable copy signs are prohibited in the B-3 zoning district.
2. The changeable copy sign area of any sign shall not exceed fifty percent (50%) of the permitted sign area and must be integrated into the design of the overall sign.
3. The changeable copy sign area shall be counted as part of the total sign area allowed.
4. Light level and illumination requirements:
 - A. The illumination average of any electronic sign shall be no more than 2,000 nits during daylight hours and shall be reduced to no more than 250 nits from a half hour before sunset to a half hour after sunrise.
 - B. All electronic changeable message signs shall have installed ambient light monitors that automatically adjust the brightness level of the electronic sign based on ambient light conditions.
 - C. The display shall not, or shall not appear to, flash, undulate, pulse, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or simulate similar movements that could be disorienting or distracting to motorists or pedestrians.
5. Animated signs shall be subject to the following:
 - A. Animated signs shall be turned off from midnight to 5:00 a.m.; excluding businesses open during this time period. During this time, the sign message may be static.
 - B. In non-residential zoning districts, the rate of change for an animated sign shall not exceed once (1) per twelve (12) seconds where the speed limit is less than forty-five (45) miles per hour and once (1) per ten (10) seconds where the speed limit is forty-five (45) miles per hour or greater.
 - C. In residential zoning districts, the rate of change for an animated sign shall not exceed once (1) per twenty (20) seconds.
 - D. Animated signs are prohibited in a yard that directly abuts or is across the street from a residential property or zoning district.
6. Electronic changeable message signs located within a residential zoning district, or having a sign face that is oriented toward a residential district, whether animated or not, shall be turned off between 9:00 p.m. and 6:00 a.m.
7. No electronic or animated signs are permitted on properties with a principal residential use.

8. Electronic changeable message signs are limited to properties within the B-2, B-4 and FS zoning districts.

9.09 Standards for Permanent Signs Requiring a Permit

The following table provides a summary of dimensional requirements for signs that require a permit and for which dimensional standards vary by zoning district. Additional standards for each sign type are contained in Section 9.10.

In the event of inconsistency between this table and the standards elsewhere in this Article, the standards elsewhere shall control.

9.09 Permanent Signs Requiring a Permit				
Sign Type	Max. Surface Display Area	Max. Height	Number	Additional Standards
R-1, R-2 and R-3 districts				
Ground	24 sq. ft.	4 feet	1	-
	Permitted for non-residential uses only, except that a ground sign may be permitted at a subdivision, condominium development or multiple family residential street entrance.			
MFRD, MHPD and POSD districts				
Awning (POSD only)	12 sq. ft.	N/A	1 per awning	-
Ground	32 sq. ft.	4 feet in MFRD and MHPD; 9 feet in POSD	1 per frontage on a major thoroughfare	-
Wall	Total 5% of first floor building elevation, up to 60 sq. ft.	Must be located on the first-floor building elevation	1 per frontage	9.10.6
B-3 district				
Awning	12 sq. ft.	N/A	1 per awning	-

9.09 Permanent Signs Requiring a Permit				
Sign Type	Max. Surface Display Area	Max. Height	Number	Additional Standards
Marquee	25% of first-floor building elevation, up to 60 sq. ft.; electronic signs are prohibited	Shall not project above the eave or roofline of the marquee	1 per street frontage	9.10.3
Projecting	12 sq. ft.	Shall not project above the first-floor building elevation	1 per building; 1 per tenant for multi-tenant buildings	9.10.4
Wall	10% of first-floor building elevation, up to 60 sq. ft.; electronic signs are prohibited	Shall not project above the first-floor building elevation	1 per frontage	9.10.6
B-2 and B-4 districts				
Awning	12 Square Feet	N/A	1 per awning	-
Marquee	25% of first-floor building elevation, up to 100 sq. ft.	Shall not project above the eave or roofline if the marquee	1 per street frontage	9.10.3
Ground	48 sq. ft.; 72 sq. ft. for multi-tenant centers, 72 total sq. ft. for multiple signs	9 feet	1 per frontage on a major thoroughfare	-
Projecting	12 sq. ft.	Shall not project above the first-floor building elevation	1 per building; 1 per tenant for multi-tenant buildings	9.10.4
Wall	25% of first-floor building elevation, up to 100 sq. ft.	Shall not project above the eave or roofline	1 per frontage	9.10.6

9.09 Permanent Signs Requiring a Permit				
Sign Type	Max. Surface Display Area	Max. Height	Number	Additional Standards
FS district				
Awning	12 sq. ft.	N/A	1 per awning	-
Ground	48 sq. ft.; 72 sq. ft. for multi-tenant centers, 72 total sq. ft. for multiple signs	9 feet	1 per frontage on a major thoroughfare	9.09.3 9.09.4
Pylon	100 sq. ft.	30 feet	1	9.09.7
Wall	Total of 25% of first-floor building elevation, up to 150 sq. ft.	Shall not project above the eave or roofline	1 per frontage	9.10.6
I-1 and I-2 districts				
Awning	12 sq. ft.	N/A	1 per awning	-
Billboard	200 sq. ft.; up to 25% changeable copy	20 feet	1 per 1,000 feet of right-of-way frontage	-
	A billboard sign shall be located at least 1,000 feet from any other billboard sign. Where a billboard sign includes a changeable copy area, such as panels for advertising fuel prices, the changeable copy area shall not exceed 25% of the total sign area.			
Marquee	25% of first-floor building elevation, up to 100 sq. ft.	Shall not project above the eave or roofline of the marquee	1 per frontage	9.10.3

9.09 Permanent Signs Requiring a Permit				
Sign Type	Max. Surface Display Area	Max. Height	Number	Additional Standards
Ground	48 sq. ft.; 72 sq. ft. for multi-tenant centers, 72 total sq. ft. for multiple signs	9 feet	1 per frontage on a major thoroughfare	-
Wall	Total of 25% of first-floor building elevation, up to 100 sq. ft.	Shall not project above the eave or roofline	1 per frontage	9.10.6
HCHSD district				
Awning	12 sq. ft.	N/A	1 per awning	-
Marquee	25% of marquee surface, up to 10 sq. ft.	Shall not project above the eave or roofline of the marquee	1 per frontage	9.10.3
Ground	250 sq. ft, total of all signs	11 feet	No limit: total sign area shall not exceed 250	-
Wall	Total of 5% of first-floor building elevation, up to 250 sq. ft.	Shall not project above the eave or roofline	No limit: total sign area shall not exceed 250 sq ft	9.10.6

9.10 Additional Regulations for Signs Requiring a Permit

1. **Banner Signs.** Banner signs are temporary signs permitted in commercial and industrial zoning districts following issuance of a sign permit. Banner signs must meet the following standards:
 - A. No more than five (5) such signs shall be displayed for any given event or purpose.
 - B. No more than one (1) such sign shall be displayed concurrently on any property or parcel.
 - C. The maximum area of a banner sign is thirty-two (32) square feet. Banner signs are not included in the computation of maximum permanent sign area for a site.

- D. Where a banner sign is not attached to a building, the maximum height of the banner is six (6) feet.
 - E. Banner signs shall be removed within two (2) days of the conclusion of the advertised event.
 - F. In no event shall a banner sign remain posted for more than forty-two (42) days.
 - G. No zoning lot shall display a banner sign for greater than 126 days in a calendar year.
2. **Construction Signs.** Construction signs are temporary signs permitted in all districts following the issuance of a sign permit. Construction signs must meet the following standards:
- A. One (1) construction sign is permitted per site.
 - B. Construction signs shall have a maximum height of six (6) feet.
 - C. Construction signs shall not exceed thirty-two (32) square feet in size in non-residential districts or twelve (12) square feet in residential districts.
 - D. Construction signs shall not be erected until a building permit is obtained for the project, if required, or until construction begins, whichever is later.
 - E. Construction signs shall be removed when construction is complete.
3. **Marquee Signs.** Marquee signs are permitted subject to the following:
- A. A maximum of two (2) sides of a marquee may feature a sign.
 - B. Marquee signs shall not project more than twelve (12) inches from the mounting surface.
 - C. Marquee signs are permitted only for non-residential uses.
4. **Projecting Signs.** Projecting signs are permitted in non-residential zoning districts, subject to the following:
- A. Number allowed:
 - i. One (1) sign per building. A single sign may advertise multiple businesses or entities or communicate other messages.
 - B. Locations, size, lighting and height restrictions:
 - i. Projecting signs shall not project more than thirty-six (36) inches from the face of the building or wall.
 - ii. Signs shall maintain a minimum clearance of eight (8) feet from the sidewalk to the bottom of the sign.
 - iii. Projecting signs shall be mounted a minimum of four (4) feet from each building edge or lot line as defined by a common wall between the businesses.
 - iv. Projecting signs shall not be free swinging, so as to pose a danger to the public during high winds.
 - v. Projecting signs shall not be lighted, internally or externally.
 - vi. Where an establishment fronts on two (2) or more streets, a projecting sign shall only be permitted on the frontage where the main entryway is located.
 - C. Right-of-Way Encroachment
 - i. A projecting sign may extend over a public sidewalk or within a right-of-way with an additional right-of-way permit from the City of Marshall.
5. **Pylon Signs.** Pylon signs are permitted in subject to the following:
- A. No portion of the sign area shall be within nine (9) feet of the ground.

- B. No portion of the ground support shall exceed a combined width of thirty-six (36) inches.
- C. Sign area for a multi-tenant commercial development may be increased by following the Planned Sign Program requirements but shall not exceed two hundred (200) total square feet in area.
- 6. **Wall Signs.** Wall signs are permitted subject to the following:
 - A. Wall signs shall not project outward from the surface of the wall more than twelve (12) inches.
 - B. Wall signs are not permitted for single-family residential uses.

9.10.6 Maximum Wall Sign Area						
	R1, R2, R3	MFRD, MHPD & POSD	B-3	B-2, B-4, FS	I-1, I-2	HCHSD
Maximum wall sign area	N/A	60 sq. ft.	60 sq. ft.	100 sq. ft.	100 sq. ft.	250 sq. ft.

9.11 District-Specific Regulations

1. **R1, R2, R-3, MFRD, MHPD, B-3.** Home occupations located in single family dwelling units shall be permitted a single nameplate sign, to be affixed on the ground floor of the street-facing façade. No other signs shall be permitted for any single-family dwelling unit. Home occupations located in attached or multi-family dwelling units are not permitted a sign.
2. **River District Overlay.** Live/work units shall be permitted a single nameplate sign.

9.12 Vintage Sign Design

1. **Purpose and Intent.** The purpose of allowing vintage sign designs is to support and reinforce the existing character of the City of Marshall's downtown business district. New signs that present as a vintage sign should contribute to the historic and architectural character of the property, block and business district.
2. **Sign Types.** Eligible vintage sign designs may apply to wall signs and projecting signs.
3. **Procedure.** The Planning Commission shall have the authority to waive sign size and placement requirements and may allow the use of exposed standard neon tubing for vintage signs, provided that the applicant fulfills the requirements of this Section.
 - A. **Eligibility.** Only commercial properties within the B3 zoning district may request a vintage sign design.
 - B. **Planning Commission Public Hearing.** The Planning Commission shall review the application for a vintage sign design at its regular meeting upon publishing a notice and notifying property owners pursuant to Section 103 (General Provisions) of the Michigan Zoning Enabling Act (P.A. 110 of 2006).

- C. Application. Applications for a vintage sign design shall include, at a minimum, the following materials:
 - i. A narrative description indicating:
 - a. A statement demonstrating that the eligibility requirements are met.
 - b. The general design intent for proposed sign.
 - c. A description of how the sign is coordinated with building architecture and compatibility with the surrounding development context.
 - d. A demonstration of how the requested vintage sign design fulfills the Standards for Approval.
 - ii. The proposed location, types, heights and size of the signs, indicated on scaled plans and/or building elevation drawings.
 - iii. Proposed materials, fabrication details and illumination proposed for sign structures and faces.
 - D. Standards for Approval. The Planning Commission may approve a vintage sign design provided the following criteria are met:
 - i. The applicant has provided examples or likenesses of vintage signs that demonstrate a specified historical period, and the applicant has sufficiently described how the new proposed sign design should be regarded as having a “vintage” design.
 - ii. The proposed sign design is complementary to existing signage within the district and reinforces the historic context of downtown Marshall.
 - iii. The sign design does not confuse drivers, pedestrians or bicyclists as to the location of any businesses or uses.
 - iv. The placement of the sign will not conceal architectural details of the building, substantially block views of adjacent buildings or create a nuisance for upper-level users.
 - v. The proposed sign is compatible with adjacent uses and the existing or intended character of the surrounding neighborhood and will not have an adverse impact upon or interfere with development, use or enjoyment of adjacent properties.
 - E. Appeal. The decision of the Planning Commission shall be final and may not be appealed to the Zoning Board of Appeals. However, the applicant may elect to submit a variance application.
4. **Conditions.** The Planning Commission may, in its consideration of a larger sign than would otherwise be permitted, require the removal of existing signage on a building, set a maximum total amount (square footage) of allowable signage for a site, and/or impose other conditions as necessary to ensure signage is cohesive with the district’s context.
 5. **Once Approved,** no other application for an additional vintage sign may be approved for the same property. The sign shall not be altered in any way except as may be necessary for necessary maintenance or in the instance of a renaming. If the message on the sign must be altered, the Zoning Administrator may approve such a change provided the shape, size and style of lettering is the same or smaller. If a vintage sign approved by the Planning Commission is removed, any subsequent sign shall meet the requirements of this Article.

9.13 Planned Sign Program

1. **Applicability.** The Planning Commission may review and approve a Planned Sign Program for signs in a commercial or industrial zoning district.
2. **Purpose.** The purpose of a Planned Sign Program is to allow a greater degree of flexibility in sign design and display in cases where strict compliance with the requirements of this Article may not be feasible. Further, a Planned Sign Program is intended to be used for multiple signs for large project development areas and integrated complexes to ensure that the requested signs function in a coordinated fashion to meet the general intent for signs in the zoning district.
3. **Intent.** This Section shall not be used to circumvent the variance process or to simply permit larger, more visible, or additional signs than may otherwise be permitted by this Article, without any consideration for unique sign design and display or other conditions.
4. **Procedures.** The Planning Commission shall have the authority to approve alternative requirements for sign design, number, type, size, height, location and lighting, provided that the applicant fulfills the requirements of this Section.
 - A. **Eligibility.** A Planned Sign Program may be approved only for project sites larger than one (1) acre in size.
 - B. **Planning Commission Public Hearing.** The Planning Commission shall review the application for a Planned Sign Program at its regular meeting upon publishing a notice and notifying property owners pursuant to Section 103 (General Provisions) of the Michigan Zoning Enabling Act (P.A. 110 of 2006).
 - C. **Application.** Applications for a Planned Sign Program shall include, at a minimum, the following materials.
 - i. A narrative description indicating:
 - a. A statement demonstrating that the eligibility requirements are met.
 - b. The general design intent for proposed signs.
 - c. A description of how the signs are coordinated with proposed building architecture and compatibility with the surrounding development context.
 - d. A demonstration of how the requested Planned Sign Program fulfills the Standards for Approval.
 - ii. The proposed locations, types, number, heights and sizes of all signs, indicated on scaled plans and/or building elevation drawings.
 - iii. Proposed materials, fabrication details and illumination proposed for sign structures and faces.
 - iv. A clear description of the Zoning Ordinance provisions for which a modification is requested.
 - D. **Standards for Approval.** The applicant shall demonstrate, and the Planning Commission shall find, that each of the following standards are met before a Planned Sign Program may be approved.
 - i. That the Planned Sign Program would result in a more attractive aesthetic setting, improved safety, provide more convenient identification for planned

- users, or other similar purposes that would not be achievable without deviations from the specific requirements of this Article;
- ii. That the location and/or physical characteristics of the applicant's property or the needs for identification are unique when compared to other similarly situated parcels in the same zoning district and in the same vicinity;
- iii. That the proposed Planned Sign Program substantially furthers the purposes and intent of this Section; and
- iv. That approval of the Planned Sign Program would not create any adverse effects on one (1) or more properties in the vicinity.
- E. Appeal. The decision of the Planning Commission shall be final and may not be appealed to the Zoning Board of Appeals. However, the applicant may elect to submit a variance application.
- 5. Amendments.
 - A. Minor modifications to a previously approved Planned Sign Program may be approved by the Zoning Administrator provided the general sign design, number of signs and dimensional requirements are maintained. Minor modifications include:
 - i. Changes in sign location of not more than five (5) feet;
 - ii. Changes to sign faces, provided that the face is no larger and materials are consistent with the approved sign; and
 - iii. Changes to landscaping and lighting.
 - B. An amendment to an approved Planned Sign Program that does not qualify as a minor modification shall be reviewed by the Planning Commission using the same process as the original application.

9.14 Non-Conforming Signs

1. A sign lawfully erected prior to the adoption of this Article or any applicable amendment thereto which does not meet the standards of this Article may be continued as a legal non-conforming sign, except as hereinafter provided. A legal non-conforming sign shall:
 - A. Not be substantially altered in structure so as to change the shape, size, location, type or design of the sign; "substantially altered" does not refer to normal maintenance, such as painting or a change in message panels.
 - B. A non-conforming sign may remain as long as the sign is properly maintained and is not detrimental to health, safety and welfare. If damaged to an extent exceeding fifty (50) percent of its replacement cost, the sign shall not be repaired/replaced except in conformity with this Article.
2. If the owner of the premises on which a sign is located changes the location of a property line or sign so that a sign is rendered non-conforming, the sign must be removed or made to conform to the provisions of this Article.
3. If the activity, business or utilization of a non-conforming sign is communicating has been discontinued for one hundred eighty (180) days or longer, the Zoning Board of

Appeals may declare the sign abandoned, following the standards in Section 7.7.6.B and require its removal or reconstruction to conform to the standards of this Article.

- A. If a sign is declared abandoned, the owner shall have thirty (30) days to have the sign removed. If the sign is not removed within thirty (30) days, the Building Inspector may have the sign removed at the cost of the property owner.
4. A non-conforming sign may be replaced by another non-conforming sign of the same type and character so long as the new sign is reduced in total area by at least twenty-five (25) percent.

9.15 Administration and Enforcement

1. Enforcement.
 - A. The sign provisions of this ordinance shall be administered and enforced by Zoning Administrator(s) or their designee.
 - B. The Zoning Administrator(s) or their designee may enter at any reasonable time upon the premises where any sign is located. All sign violations shall be considered civil infractions. No criminal penalty shall be attached for violations except where a police officer has actually observed a criminal violation being committed.
2. Permits.
 - A. For signs requiring a permit, the Zoning Administrator must issue a zoning permit prior to receiving a building permit to construct a sign.
 - B. The zoning permit shall confirm that the sign meets the requirements of this Article and any additional requirements of the Zoning Ordinance.
 - C. No person shall erect, place, relocate, alter or add to any sign for which a zoning permit is required without obtaining a building permit from the City Building Inspector. The Building Inspector may determine that certain types of signs do not require a building permit.
3. **Plans and Specifications.** No person shall erect or alter any sign for which a permit is required, except in accordance with the plans and specifications approved by the Zoning Administrator and Building Inspector.
4. **Application and Permit Fee.** Application for sign zoning permits shall show the name and address of the owner of the sign and the person responsible therefore and the location, type, sign height and sign area of the sign and shall contain a drawing or other rendering of the proposed sign. The application and permit fee shall be filed with the Zoning Administrator for investigation. If the Zoning Administrator finds that the sign conforms to all provisions of this Article and other relevant Sections of the Zoning Ordinance, a permit shall be issued. The Zoning Administrator shall make a finding within ten (10) business days of filing the application.
5. **Fees.** The fee for sign permits shall be as adopted and amended from time to time by resolution of the City Council.
6. Inspection.
 - A. After being erected, each sign for which a permit is required, shall be approved and inspected by the Zoning Administrator for zoning compliance.

- B. If, upon any inspection by the Building Inspector or Zoning Administrator, a sign is found to be unsafe or in a condition that does not comply with the provisions of this Ordinance, the Zoning Administrator shall give notice of the condition to the owner or the person responsible. Within thirty (30) days thereafter, the necessary repairs shall be made in order to bring the sign into compliance with this Chapter.
- 7. **Unsafe Conditions.** If a sign is found to be in such an unsafe condition that immediate repairs or the removal thereof are required, the Building Inspector shall take such precautions as may be necessary to protect the safety of the public in the use of the streets the cost of which shall be the responsibility of the owner.
- 8. **Maintenance.**
 - A. Signs, including the face, framing and all supports thereof, shall be kept and maintained in a safe condition, shall be adequately protected against corrosion and shall conform to all the provisions of this Ordinance.
 - B. Signs which are broken, torn, bent or whose supports are broken, bent or damaged and signs that are not reasonably level and plumb shall be repaired and installed in a manner prescribed by the Zoning Administrator and/or Building Official, but in no case shall repair requirements exceed building code requirements and the original condition of the sign and/or its supports.
 - C. All signs shall be maintained in good structural condition, in compliance with all building and electrical codes and in conformance with this Ordinance. Failure to comply with this Section may result in action by the Zoning Administrator or Building Official to rescind the permit with subsequent removal of the entire structure.
 - D. Signs shall be free from disfigured, cracked, ripped or peeling paint, poster paper or other material.
 - E. A sign shall not stand with bent or broken sign facing, with broken supports, with loose appendages or struts, or more than fifteen (15) degrees from vertical.
 - F. A sign shall not have weeds, trees, vines or other vegetation growing upon it, or obscuring the view of the sign from the public right-of-way from which it is to be viewed.
 - G. An internally illuminated sign shall not be allowed to stand with only partial illumination.
- 9. **Nuisance.** Any sign erected or displayed without a permit or any sign which does not comply with the provisions of this Chapter shall be deemed a hazard to the safety of the public and is declared to be a public nuisance and may be abated by removal without notice at the cost of the property owner.
- 10. **Signs within Fire Limits.** No person shall erect a lighted or mechanical sign within the fire limits of the City unless the sign and supports therefore be entirely constructed of fire-resistant materials and complies with the provisions of the City's Fire Code.
- 11. **Obstruction Hazard.** No person shall erect, display or maintain any sign which obstructs any fire escape, building entrance or public passage, or at a horizontal distance of less than ten (10) feet from any fire hydrant or traffic light.
- 12. **Appeals.** The Zoning Board of Appeals is authorized to hear and decide appeals where it is alleged by the appellant that there is an error in any order, requirement, decision or determination made in connection with the enforcement of this Section.

The Zoning Board of Appeals shall also have the power to authorize a variance from the strict application of this Section following the procedures contained in Section 7.8 of the Zoning Ordinance.

Section 4. Severability. It is the legislative intent of the City adopting this Ordinance that all provisions hereof shall be liberally construed to protect the public health, safety, and general welfare of the inhabitants of the City and all other persons affected by this Ordinance. Consequently, should any provision of this Ordinance be held to be unconstitutional, invalid or of no effect, such holding shall not be construed as affecting the validity of any of the remaining provisions of this Ordinance or Zoning Code, it being the intent of the City Council that this Ordinance shall stand and remain in effect, notwithstanding the invalidity of any provision hereof.

Section 5. Savings Clause. Except as specifically amended herein, all other provisions of the Marshall Zoning Ordinance shall remain in full force and effect.

Section 6. Conflicting Ordinance and Code Provisions Repealed. Any Marshall Ordinance, parts of Ordinances, or any Marshall Code provision in conflict or inconsistent with any of the provisions of this Ordinance shall be and is hereby repealed.

Section 7. Publication. This Ordinance shall be published in a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signatures of the Mayor and the City Clerk.

Section 8. Effective. This Ordinance is declared to be effective seven (7) days after publication or as provided by law.

Section 9. Code Edits. The editors of the Marshall Code are hereby authorized, subject to approval of the City Manager, Clerk, or Council authorized designee, to update and revise Code section numbers to effectuate the provisions of this Ordinance.

Adopted and signed this _____ day of _____, 2024.

James Schwartz, MAYOR

Michelle Eubank, CITY CLERK

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on _____, 2024, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Michelle Eubank, CITY CLERK

Article 9. SIGNS

Section 9.01 Intent.

These regulations establish rules and standards for the construction, location, maintenance and removal of privately-owned signs. Directional, emergency, or traffic-related signs owned by City, county, state or federal government agencies are not regulated by this Section. The execution of these regulations recognizes that the purpose of this Chapter is to protect the interest of public health, safety and welfare and to ensure the maintenance of an attractive physical environment while satisfying the needs of sign users for adequate identification, communication, and advertising. In order that such purposes can be achieved, the following objectives shall be applied for this Chapter and any future additions, deletions and amendments:

1. **General.** Ensure that signs are located, designed, constructed, installed and maintained in a way that protects life, health, morals, property and the public welfare;
2. **Public Safety.** Protect public safety by prohibiting signs that are structurally unsafe or poorly maintained; that cause unsafe traffic conditions through distraction of motorists, confusion with traffic signs, or hindrance of vision; and that impede safe movement of pedestrians or safe ingress and egress from buildings or sites;
3. **Protect Aesthetic Quality of Districts and Neighborhoods.** Prevent blight and protect aesthetic qualities by preventing visual clutter and protecting views; preventing intrusion of commercial messages into non-commercial areas; and eliminating signs and sign structures on unused commercial properties. Also, to avoid glare, light trespass, and skyglow through selection of fixture type and location, lighting technology, and control of light levels;
4. **Free Speech.** Ensure that the constitutionally guaranteed right of free speech is protected and to allow signs as a means of communication;
5. **Reduce Conflict.** Reduce conflict among signs and between public and private information systems;
6. **Business Identification.** Allow for adequate and effective signage for business identification and other commercial speech, non-commercial speech, and dissemination of public information, including but not limited to, public safety information and notification as may be required by law;
7. **Foster Economic Development.** Ensure that signs are located in a manner that does not cause visual clutter, blight, and distraction, but rather promotes identification and communication necessary for sustaining and expanding economic development in the City; and,
8. **Recognize Unique Areas.** Acknowledge the unique character of certain districts, and establish special time, place and manner regulations that reflect the unique aesthetic, historical, and/or cultural characteristics of these areas.

Section 9.02 Definitions

1. **Sign.** Any surface, device, letter, word, model, balloon, pennant, insignia, emblem, logo, icon, painting, placard, poster, flag or representation, illuminated or non-illuminated, which is visible from a public place, including, but not limited to highways, streets, alleys or publicly-owned property, or is located on private property and exposed to the public, which directs attention to a product, service, place, activity, person, institution, business or constitutes a solicitation. For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

2. **Abandoned Sign.** A permanent sign which was erected on a property in conjunction with a particular use which has been discontinued for a period of 180 days or longer or a sign the content of which pertains to a time, event or purpose which no longer applies.
3. **Address Sign.** A sign depicting the street number of the property on which it is located.
4. **Animated Sign.** A changeable copy sign where the information conveyed changes more than once per minute.
5. **Awning.** A roof like cover, typically constructed of canvas, vinyl or similar fabric stretched over a framework, that projects from the wall of the building for the purpose of shielding a doorway, a window, or pedestrians from the elements.
6. **Awning Sign.** A permanent sign painted on, printed on, or attached flat against the surface of an awning.
7. **Balloon Sign.** A type of portable sign filled with air or gas.
8. **Banner Sign.** A temporary sign constructed of cloth, fabric or other similar material with or without a structural frame. A national flag of the United State of America, the State of Michigan flag, the City of Marshall municipal flag, the official flag of any religious, institutional or business establishment, or displays for holidays or public events shall not be considered banner signs.
9. **Barber Pole Sign.** A permanent sign attached to the building in a vertical cylinder shape with moving and/or alternating colors.
10. **Billboard Sign.** A permanent sign which identifies a use or advertises products and services not available on the site or parcel on which the sign is located.
11. **Changeable Copy Sign.** A permanent sign, electrical or non-electrical, on which the copy changes automatically or is designed to allow the copy to be changed manually while the surface of the sign remains unchanged, such as electronic time and temperature units or reader boards with changeable letters. A sign on which the copy changes more than once per minute shall be considered an animated sign.
12. **Construction Sign.** A temporary sign located on a parcel with a current building permit on which construction is occurring.
13. **Directional Sign.** A temporary or permanent sign that displays a message related to a product, activity, event or service and commonly includes an arrow or other directional means to assist in determining a correct route to an entrance, event or parking area.
14. **Double Faced Sign.** Signs with two parallel or nonparallel sign surfaces not more than 24 inches apart at any point on the opposite face.
15. **Feather (or Flutter) Sign.** Any sign that is comprised of material that is suspended or attached in such a manner to a pole or stake as to attract attention by waving, moving or fluttering from natural wind currents. It also includes similar signs that do not move or flutter.
16. **First Floor Building Area.** On a single story building, the area of an exterior building wall below the roof or eave line. On multi-story buildings, the area of an exterior building wall below the first floor cornice or window sill of the second floor window if no cornice is present.
17. **Flag Sign.** A permanent or temporary sign made of a rectangular piece of fabric of distinctive design used as a symbol or signaling device that includes the official insignia or flag of the United State of America, the State of Michigan the City of Marshall or that of any religious, institutional or business establishment.
18. **Freestanding Sign.** A permanent sign attached to or supported by a post(s), pole(s), base or the like, and not attached to a building. Freestanding signs include pylon and ground signs.
19. **Ground Sign.** A sign extending upward from grade that is attached to a permanent foundation for a distance of not less than 50 percent of its length, and which may be attached or dependent for support from any pole, posts, or similar uprights provided such supports are concealed within the sign structure.

20. **Historical Marker.** A sign, monument, or marker designating a location or structure of historical significance, on a site approved by the city, state, or federal government is exempt from regulation by this Chapter.
21. **Maintenance.** The cleaning, painting, repair or replacement of defective parts of a sign in a manner that does not alter the basic copy, design or structure of the sign.
22. **Marquee.** Any permanent roof like structure projecting from a building or extending along and projecting beyond the wall of the building generally designed and constructed to provide protection from weather.
23. **Marquee Sign.** A permanent sign attached to any part of a marquee other than the roof.
24. **Mural.** A permanent design or representation painted or drawn on a wall that does not advertise a business, product, service, or activity.
25. **Nameplate Sign.** A permanent sign affixed to the wall of a building or incorporated into the façade of the building. Examples include, but are not limited to, name of building and date of construction or opening.
26. **Nonconforming Sign.** A temporary sign or permanent sign which lawfully existed at the effective date of this Chapter, or any amendment thereto, that does not conform to all of the current requirements of this Chapter.
27. **On-Premises Sign.** A temporary sign or permanent sign which pertains to the use of the premises on which it is located.
28. **Pennant Sign.** A sign, with or without a printed design or text, made of flexible materials suspended from one or two corners, used in combination or on a cable or other similar support with other such signs to create the impression of a line.
29. **Permanent Sign.** Any sign of durable material permanently anchored or secured to a building, accessory structure or the ground.
30. **Portable Sign.** A temporary sign designed to be moved from place to place, whether or not it is attached to the ground or a structure.
31. **Projecting Architectural Feature.** Elements such as cornices, eaves and overhangs, canopies, porches, bay windows, and chimneys that are attached to or project out from the main building walls below the roof.
32. **Projecting Sign.** A permanent sign attached to a building which extends from the building toward the street.
33. **Pylon Sign.** A sign supported by one (1) or more poles, posts, braces, or pylons located in or upon the ground and not attached to a building. Also referred to as a pole sign.
34. **Roof Sign.** A temporary sign or permanent sign erected upon, against, or directly above a roof or on top of or above the parapet of a building, or signs where any portion of the sign extends above the roof of the building where the sign is located. Projecting architectural features, as defined in this Chapter, shall not be considered part of the roof.
35. **Sandwich Board Sign.** A temporary sign containing two separate faces which are attached to one another at the top by one or more hinges or fasteners and which when placed upon the ground will stand upright without any additional support.
36. **Sign Copy.** Any written characters, emblems, logos, images, or projections meant to promote, advertise, or otherwise call attention to a business, cause, location, organization, or event.
37. **Snipe Sign.** An off-premises sign that is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, or to other objects.
38. **Temporary Sign.** A sign erected for 90 days or less for a specific purpose or event, which is not intended to be permanent, and is not otherwise defined in this Article.
39. **Wall Sign.** A permanent sign painted on, incorporated in, or attached directly to a building wall, window, or projecting architectural feature with the exposed face of the sign in a plane parallel to the building wall, window, or projecting architectural feature. A mural shall not be considered a wall sign.

- 40. **Warning Sign.** See incidental sign.
- 41. **Water Tower Sign.** A permanent sign attached to a water tower.
- 42. **Window Sign.** A temporary sign or permanent sign; picture, symbol or combination thereof that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.
- 43. **Yard Sign.** A sign of relatively impermanent construction manually placed in a yard and typically intended to announce or advertise an infrequent event such as, but not limited to, a garage sale; or to support a political candidate or political position; or the sale or rental of real property.

Section 9.03 General Sign Regulations.

- 1. **General Requirements.** The following regulations shall apply, unless otherwise specifically stated in this Chapter, to all signs erected or located in any zoning district within the City.
 - A. All signs shall conform to all applicable codes and ordinances of the City and, where required, shall be approved by the Zoning Administrator or their designee according to the requirements of Section 9.15.
 - B. Signs not visible from any street, alley or publicly-owned property are exempt from the provisions of this Chapter and do not require a sign permit.
 - C. A sign shall not be placed in, upon or over any public street, public right-of-way, alley or other publicly-owned land, except as otherwise expressly permitted by this Chapter.
 - D. Only signs established and maintained by the City, county, state or federal governments or expressly permitted by this Chapter shall be permitted in a public street right-of-way, dedicated public easement or upon publicly-owned land.
 - E. No public or commercial pole, utility pole or other supporting member located in a public right-of-way shall be used for the placement of any sign unless specifically designed and approved for the use.
 - F. No sign shall be located on or attached to any tree or other natural feature.
 - G. A sign shall not be erected in any place where it may, by reason of its position, shape, color or other characteristic, interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device, obstruct the view of any intersection or entrance to any public street or alley, or constitute a public nuisance.
 - H. No sign shall employ animated or moving parts, except as otherwise permitted in this Section.
 - I. No sign shall employ any flashing, moving, oscillating, blinking or variable intensity light; except as otherwise provided for in this Chapter.
 - J. No sign shall exhibit statements, words or pictures of an obscene or pornographic nature.
 - K. No sign shall emit a sound, odor or visible matter such as smoke or vapor.
 - L. All signs with a sign height of greater than two feet shall be set back the lesser of three feet from a street right-of-way line or 15 feet from any front, side or rear property line unless attached to a building or permitted within the public street right-of-way.
 - M. Signs affixed to the ground shall not obstruct vision above a height of two feet from the established street grades within a clear vision zone. A clear vision zone is the triangular area formed by the intersection of any street right-of-way lines and a point along each right-of-way line 25 feet from the point of the intersection.
 - N. All signs, except directional signs, awning signs, wall signs and window signs, must be set back 15 feet from the intersection of the edge of an access drive and a street right-of-way line.
 - O. Signs required by any federal, state or municipal statute or ordinance shall be exempt from the provisions of this Chapter and shall not be included when calculating sign area.
 - P. Abandoned signs shall be removed or put into service. Removal of such signs shall include removal of the poles and/or supports. If the property upon which the sign is located is vacant

and the previous use is abandoned, the entire sign (including above-ground base, height, poles, size, wires, panels and any other element) shall be removed within 30 days of the property becoming abandoned.

- Q. A minimum ten (10) foot horizontal separation shall be maintained between any sign and any overhead utility. The nearest part of any sign, including support structures shall be at least four (4) feet from any electrical conductor, electric light pole, road lamp, traffic light, or other public utility pole or standard.
- R. Substitution. Any commercial message lawfully established on a sign may be replaced with a non-commercial message provided that the regulations of this Article are otherwise met.
- 2. **Historic Painted Signs.** A historic business sign that was previously painted on the side(s) of a building prior to adoption of this ordinance shall be permitted to remain and to be maintained in its original design, colors, and materials. A historic painted sign shall not be altered without the approval of the Zoning Administrator.

Section 9.04 Signs Not Requiring a Permit.

The following signs shall be permitted without a permit, pursuant to the applicable regulations in this Section:

- 1. **Address signs.** Address signs shall comply with the requirements of Chapter 95 and shall be visible and legible from the right of way.
- 2. **Permanent directional signs.** Permanent directional signs are permitted in non-residential zoning districts.
 - A. The maximum height of an on-premises directional sign shall be six feet.
 - B. The number of directional signs per parcel shall not exceed five.
 - C. Permanent directional signs shall not exceed four square feet in area.
- 3. **Flag signs.** Flag signs are permitted in all zoning districts.
 - A. Flag signs shall not exceed 40 square feet in residential districts.
 - B. Flag signs shall not exceed 80 square feet in commercial or industrial zoning districts.
 - C. Flag signs shall be displayed in one of two ways:
 - i. Affixed to a permanent pole affixed to the ground. Said pole shall not exceed 25 feet in height.
 - ii. Affixed to a permanent or temporary pole that is attached to a mounting point on the ground floor exterior wall of a building. Where such a flag sign extends over a sidewalk, there shall be not less than 8 feet of clearance from the lowest part of the flag to the surface of the sidewalk.
 - iii. Flag signs shall be maintained in good condition.
 - iv. Up to three flag signs are permitted per parcel, provided that in no case shall the total area of all flag signs exceed 160 square feet.
- 5. **Murals.** Murals are permitted in all zoning districts.
- 6. **Nameplate signs.** Nameplate signs are permitted in all districts.
 - A. Nameplate signs shall not exceed two square feet in area.
 - B. Nameplate signs shall be mounted on the ground floor of the façade where the primary entryway is located.
- 7. **Sandwich Board Signs.** Sandwich board signs are permitted in the B-2, B-3, and B-4 and HCHSD districts and do not require a sign permit. Sandwich board signs must meet the following standards:
 - A. One sandwich board sign shall be permitted per business in a building, provided that the spacing standards below are met.
 - B. Sandwich board signs shall not exceed 12 square feet in area per side.
 - C. The height of a sandwich board sign shall not exceed 4 feet.

- D. The width of a sandwich board sign shall not exceed 3 feet.
 - E. Sandwich board signs shall not be illuminated.
 - F. Sandwich board signs shall be located a minimum of three feet from the back of curb of the adjacent street or maneuvering lane.
 - G. Sandwich board signs shall not impede pedestrian access to buildings or interfere with pedestrian movement on a public sidewalk.
 - H. Sandwich board signs shall not be moored or anchored to any object, but shall be designed or weighted to prevent instability or movement by wind or other natural forces.
 - I. Sandwich board signs shall be placed as near to the entryway of the promoted establishment as possible, and not further than ten horizontal feet from the center of the entryway, as measured along the building façade.
 - J. Sandwich board signs shall be permitted only during operating business hours or from the hours of 8:00am to 10:00pm, whichever is less, and must be stored inside when the establishment is not open to the general public.
 - K. Sandwich board signs shall not include moving parts or attachments, including, but not limited to, balloons, pinwheels, streamers, pennants, flags, or similar adornments.
 - L. Sandwich board signs must be professionally constructed of weather-proof, durable material, and kept in good repair.
8. **Temporary signs.** Temporary signs do not include banners, yard signs, construction signs, prohibited signs, or other sign types otherwise defined in this Article.
- A. **Temporary Signs in Residential Districts.**
 - i. Temporary signs shall not exceed three feet in height.
 - ii. Properties with a principal residential use may erect a single temporary sign not exceeding six square feet in area.
 - iii. Properties with a non-residential use, may erect one temporary sign per frontage. The total area of all temporary signs displayed concurrently on one parcel shall not exceed 24 square feet.
 - iv. Temporary signs shall not be placed on the exterior wall of a residential structure or accessory structure.
 - B. **Temporary Signs in Non-Residential Districts.**
 - i. Temporary signs shall not exceed six feet in height.
 - ii. No temporary sign shall exceed six square feet in area.
 - iii. The total area of all temporary signs displayed concurrently on one parcel shall not exceed 32 square feet.

Temporary signs shall not be placed within the clear vision triangle.
9. **Water tower signs.** Water tower signs are permitted on any water tower.
10. **Window signs.** Window signs are permitted in the B-2, B-3, B-4, POSD, FS, I-1, I-2, and HCHSD districts. Window signs must meet the following standards:
- A. The total area of all window signs shall not exceed 25% of all ground floor window area or 25% of the window to which the sign is affixed.
 - B. Window signs must be located in such a manner as to allow for clear visibility into the building and visibility of the checkout area of the building if the use is retail in nature.
 - C. The total area of all window signs shall not exceed the maximum wall sign area permitted on the building.
 - D. Window signs include all signage positioned near or applied to a window and visible from the public right-of-way or property line, including, but not limited to, signs painted directly onto the window pane, decals, static clings, and posters placed in a window. Sign area shall be calculated to the fullest extent of the limits of sign copy, regardless of the opacity of the window sign.

11. **Yard signs.** Yard signs are permitted in all zoning districts and do not require a sign permit. Yard signs must meet the following standards.
- A. One yard sign is permitted per frontage.
 - B. Additional yard signs are permitted during a time period of thirty (30) days prior to an election date to seven (7) days after the election date, and during times of emergency to allow businesses the ability to adequately advertise business practices.
 - C. Yard signs shall not exceed four (4) square feet in area on residential property and eight (8) square feet in area on nonresidential property.
 - D. Yard signs shall be setback a minimum of two (2) feet from the property line where a sidewalk is present adjacent to the parcel or a minimum of fifteen (15) feet from the curb/road edge on parcels without an adjacent sidewalk.

Section 9.05 Prohibited Signs.

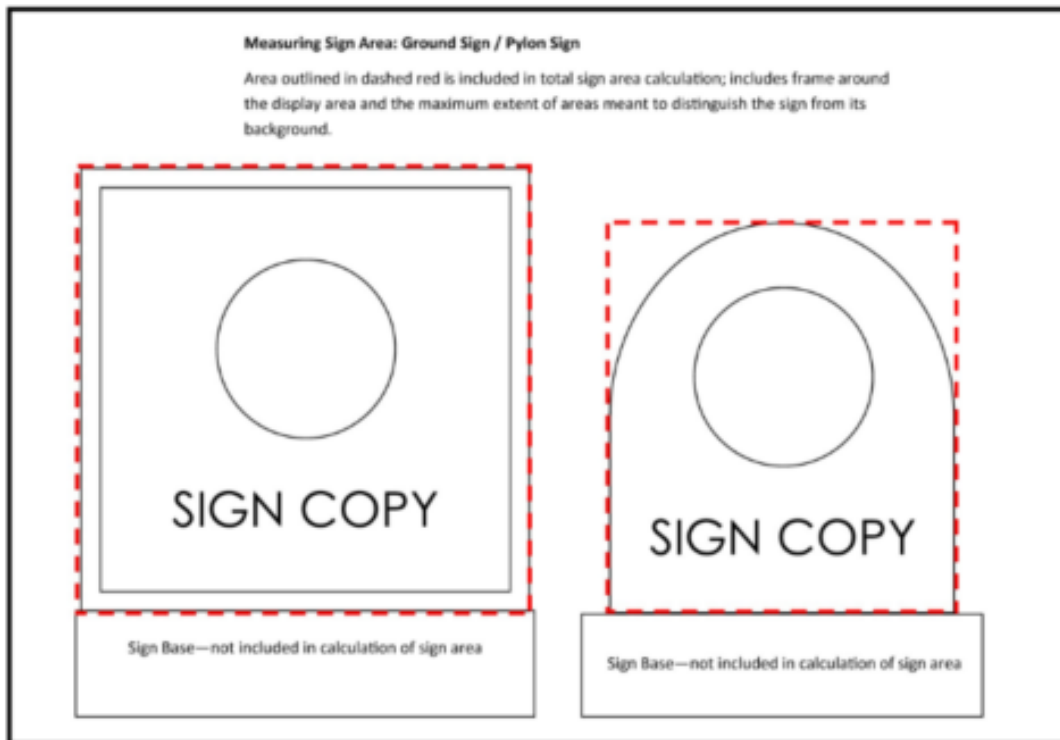
Any sign not clearly permitted by this ordinance is prohibited. The following signs are specifically prohibited:

1. Balloon signs.
2. Portable signs, except as otherwise permitted in this ordinance.
3. Roof signs.
4. Snipe signs.
5. Pennant signs.
6. Feather and flutter signs.
7. Any sign which requires a permit and is erected without a permit.
8. Any sign or sign structure which obstructs the view of, or may be confused with, a traffic directional/safety sign.
9. Signs which simulate or imitate in size, color, lettering or design, any traffic sign or signal or any sign which by design or location may in any manner interfere with, mislead or confuse the public with respect thereto or obstruct the public view thereof.
10. Any sign that advertises a business, event, or use no longer located on the same site as the sign. When a use changes, the owner shall have 30 days to replace a sign that is no longer applicable to the property on which it is located. The Planning Commission may extend this timeframe upon demonstration by the property owner that extraordinary circumstances exist such that application of this provision would be inequitable.

Section 9.06 Measuring Sign Area & Height

1. **Measuring Sign Area.** The sign area shall include the surface area which encloses the extreme limits of sign copy, together with the frame or other material or color forming an integral part of the display or used to differentiate the sign from the background against which it is placed, excluding only the structure necessary to support the sign.

- A. A double faced sign, as defined in this Chapter, shall be considered as having one face and the area of one face shall be included in computing the sign area



[A HIGHER RESOLUTION VERSION WILL BE PROVIDED FOR THE FINAL ORDINANCE]

2. Measuring Sign Height. Sign height shall be the vertical distance measured from the point of ground immediately beneath the sign to the highest point of the sign, including decorative embellishments. Where the ground elevation beneath a sign varies, the average grade of the ground within a five-foot radius of the sign structure shall be used. The average grade shall be the highest point within said radius plus the lowest point within said radius, divided by two. Any filling, berming, mounding or excavating solely for the purpose of locating the sign shall not be included in the calculation of average grade.

Section 9.07 Illumination of Signs.

1. Where illumination of signs is permitted by this ordinance, three methods of illumination are permitted:
 - A. Internal Illumination. Where a sign is internally illuminated, no portion of the surface of the sign shall be transparent.
 - B. External Illumination. Where a sign is externally illuminated, the source of illumination shall be directed downward and shielded from directing glare onto neighboring properties or into the public right-of-way.
 - C. Halo Illumination (Backlighting). Where a sign is backlit, forming a halo of light around the sign copy on the surface behind the sign, the source of illumination shall not be visible from neighboring properties or the public right-of-way.

Section 9.08 Changeable Copy Signs

Changeable copy signs are permitted as follows:

1. Any changeable copy area shall be part of a permanent ground or pylon sign, except in the B-3 district, where the Planning Commission may permit changeable copy areas on wall signs and

marquee signs. Animated signs and electronic changeable copy signs are prohibited in the B-3 zoning district.

2. The changeable copy sign area of any sign shall not exceed 80 percent of the permitted sign area and must be integrated into the design of the overall sign.
3. The changeable copy sign area shall be counted as part of the total sign area allowed.
4. Light level and illumination requirements:
 - A. The illumination average of any electronic sign shall be no more than 2,000 nits during daylight hours, and shall be reduced to no more than 250 nits from a half hour before sunset to a half hour after sunrise.
 - B. All electronic changeable message signs shall have installed ambient light monitors that automatically adjust the brightness level of the electronic sign based on ambient light conditions.
 - C. The display shall not, or shall not appear to, flash, undulate, pulse, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or simulate similar movements that could be disorienting or distracting to motorists or pedestrians.
5. Animated signs shall be subject to the following:
 - A. Animated signs shall be turned off from midnight to 5:00 a.m.; excluding businesses open during this time period. During this time, the sign message may be static.
 - B. In non-residential zoning districts, the rate of change for an animated sign shall not exceed once per 12 seconds where the speed limit is less than 45 miles per hour and once per 10 seconds where the speed limit is 45 miles per hour or greater.
 - C. In residential zoning districts, the rate of change for an animated sign shall not exceed once per 20 seconds.
 - D. Animated signs are prohibited in a yard that directly abuts or is across the street from a residential property or zoning district.
6. Electronic changeable message signs located within a residential zoning district, or having a sign face that is oriented toward a residential district, whether animated or not, shall be turned off between 9pm and 6am.
7. No electronic or animated signs are permitted on properties with a principal residential use.
8. Electronic changeable message signs are limited to Institutional uses in the R-1, R-2, and R-3 districts and properties within the B-2, B-4, and FS zoning districts.

Section 9.09 Standards for Permanent Signs Requiring a Permit

The following table provides a summary of dimensional requirements for signs that require a permit and for which dimensional standards vary by zoning district. Additional standards for each sign type are contained in Section 9.10.

In the event of inconsistency between this table and the standards elsewhere in this Article, the standards elsewhere shall control.

9.09 Permanent Signs Requiring a Permit				
Sign Type	Max. Surface Display Area	Max. Height	Number	Additional Standards
R-1, R-2, and R-3 districts				
Ground	24 square feet	4 feet	1	-
	Permitted for non-residential uses only, except that a ground sign may be permitted at a subdivision, condominium development, or multiple family residential street entrance.			
MFRD, MHPD, and POSD districts				

9.09 Permanent Signs Requiring a Permit				
Sign Type	Max. Surface Display Area	Max. Height	Number	Additional Standards
Awning (POSD only)	12 Square Feet	N/A	1 per awning	-
Ground	32 square feet	4 feet in MFRD and MHPD; 9 feet in POSD	1 per frontage on a major thoroughfare	-
Wall	Total 5% of first floor building elevation, up to 60 square feet	Must be located on the first floor building elevation	1 per frontage	9.10.6
B-3 district				
Awning	12 Square Feet	N/A	1 per awning	-
Marquee	25% of first floor building elevation, up to 60 square feet; electronic signs are prohibited.	Shall not project above the eave or roofline of the marquee	1 per street frontage	9.10.3
Projecting	12 square feet	Shall not project above the first floor building elevation	1 per building; 1 per tenant for multi-tenant buildings	9.10.4
Wall	10% of first floor building elevation, up to 60 square feet; electronic signs are prohibited	Shall not project above the first floor building elevation	1 per frontage	9.10.6
B-2 and B-4 districts				
Awning	12 Square Feet	N/A	1 per awning	-
Marquee	25% of first floor building elevation, up to 100 square feet	Shall not project above the eave or roofline if the marquee	1 per street frontage	9.10.3
Ground	50 square feet; 72 square feet for multi-tenant centers, 72 total square feet for multiple signs	9 feet	1 per frontage on a major thoroughfare	-
Projecting	12 square feet	Shall not project above the first floor building elevation	1 per building; 1 per tenant for multi-tenant buildings	9.10.4

9.09 Permanent Signs Requiring a Permit				
Sign Type	Max. Surface Display Area	Max. Height	Number	Additional Standards
Wall	25% of first floor building elevation, up to 100 square feet	Shall not project above the eave or roofline	1 per frontage	9.10.6
FS district				
Awning	12 square feet	N/A	1 per awning	-
Ground	50 square feet; 72 square feet for multi-tenant centers, 72 total square feet for multiple signs	9 feet	1 per frontage on a major thoroughfare	9.09.3 9.09.4
Pylon	100 square feet	30 feet	1	9.09.7
Wall	Total of 25% of first floor building elevation, up to 150 square feet	Shall not project above the eave or roofline	1 per frontage	9.10.6
I-1 and I-2 districts				
Awning	12 Square Feet	N/A	1 per awning	-
Billboard	200 square feet; up to 25% changeable copy	20 feet	1 per 1,000 feet of right-of-way frontage	-
	A billboard sign shall be located at least 1,000 feet from any other billboard sign. Where a billboard sign includes a changeable copy area, such as panels for advertising fuel prices, the changeable copy area shall not exceed 25% of the total sign area.			
Marquee	25% of first floor building elevation, up to 100 square feet	Shall not project above the eave or roofline of the marquee	1 per frontage	9.10.3
Ground	50 square feet; 72 square feet for multi-tenant centers, 72 total square feet for multiple signs	9 feet	1 per frontage on a major thoroughfare	-

9.09 Permanent Signs Requiring a Permit				
Sign Type	Max. Surface Display Area	Max. Height	Number	Additional Standards
Wall	Total of 25% of first floor building elevation, up to 100 square feet	Shall not project above the eave or roofline	1 per frontage	9.10.6
HCHSD district				
Awning	12 Square Feet	N/A	1 per awning	-
Marquee	25% of marquee surface, up to 10 square feet	Shall not project above the eave or roofline of the marquee	1 per frontage	9.10.3
Ground	250 sq ft total of all signs	11 feet	No limit; total sign area shall not exceed 250	-
Wall	Total of 5% of first floor building elevation, up to 250 sq ft	Shall not project above the eave or roofline	No limit; total sign area shall not exceed 250 sq ft	9.10.6

Section 9.10 Additional Regulations for Signs Requiring a Permit.

- Banner Signs.** Banner signs are temporary signs permitted in commercial and industrial zoning districts following issuance of a sign permit. Banner signs must meet the following standards:
 - No more than five such signs shall be displayed for any given event or purpose.
 - No more than one such sign shall be displayed concurrently on any property or parcel.
 - The maximum area of a banner sign is 32 square feet. Banner signs are not included in the computation of maximum permanent sign area for a site.
 - Where a banner sign is not attached to a building, the maximum height of the banner is 6 feet.
 - Banner signs shall be removed within two days of the conclusion of the advertised event.
 - In no event shall a banner sign remain posted for more than 42 days.
 - No zoning lot shall display a banner sign for greater than 126 days in a calendar year.
- Construction Signs.** Construction signs are temporary signs permitted in all districts following the issuance of a sign permit. Construction signs must meet the following standards:
 - One construction sign is permitted per site.
 - Construction signs shall have a maximum height of 6 feet.
 - Construction signs shall not exceed 32 square feet in size in non-residential districts or 12 square feet in residential districts.
 - Construction signs shall not be erected until a building permit is obtained for the project, if required, or until construction begins, whichever is later.
Construction signs shall be removed when construction is complete.
- Marquee Signs.** Marquee signs are permitted subject to the following:
 - A maximum of two sides of a marquee may feature a sign.
 - Marquee signs shall not project more than 12 inches from the mounting surface.
 - Marquee signs are permitted only for non-residential uses.
- Projecting Signs.** Projecting signs are permitted in non-residential zoning districts, subject to the following:

- A. Number allowed:
 - i. One sign per building. A single sign may advertise multiple businesses or entities or communicate other messages.
- B. Locations, size, lighting, and height restrictions:
 - i. Projecting signs shall not project more than 36 inches from the face of the building or wall.
 - ii. Signs shall maintain a minimum clearance of 8 feet from the sidewalk to the bottom of the sign.
 - iii. Projecting signs shall be mounted a minimum of 4 feet from each building edge or lot line as defined by a common wall between the businesses.
 - iv. Projecting signs shall not be free swinging, so as to pose a danger to the public during high winds.
 - v. Projecting signs shall not be lighted, internally or externally.
 - vi. Where an establishment fronts on two or more streets, a projecting sign shall only be permitted on the frontage where the main entryway is located.
- C. Right of Way Encroachment
 - i. A projecting sign may extend over a public sidewalk or within a right of way with an additional right of way permit from the City of Marshall.
- 5. **Pylon Signs.** Pylon signs are permitted in subject to the following:
 - A. No portion of the sign area shall be within nine feet of the ground.
 - B. No portion of the ground support shall exceed a combined width of 36 inches.
 - C. Sign area for a multi-tenant commercial development may be increased by following the Planned Sign Program requirements, but shall not exceed 200 total square feet in area.
- 6. **Wall Signs.** Wall signs are permitted subject to the following:
 - A. Wall signs shall not project outward from the surface of the wall more than 12 inches.
 - B. Wall signs are not permitted for single-family residential uses.

9.10.6 Maximum Wall Sign Area						
	R1, R2, R3	MFRD, MHPD & POSD	B-3	B-2, B-4, FS	I-1, I-2	HCHSD
Maximum wall sign area	N/A	60 sq. ft.	60 sq. ft.	100 sq. ft.	100 sq. ft.	250 sq. ft.

Section 9.11 District-Specific Regulations.

1. R1, R2, R-3, MFRD, MHPD, B-3. Home occupations located in single family dwelling units shall be permitted a single nameplate sign, to be affixed on the ground floor of the street-facing façade. No other signs shall be permitted for any single-family dwelling unit. Home occupations located in attached or multi-family dwelling units are not permitted a sign.
2. River District Overlay. Live/work units shall be permitted a single nameplate sign.

Section 9.12 Vintage Sign Design

1. **Purpose and Intent.** The purpose of allowing vintage sign designs is to support and reinforce the existing character of the City of Marshall's downtown business district. New signs that present as a vintage sign should contribute to the historic and architectural character of the property, block, and business district.
2. **Sign Types.** Eligible vintage sign designs may apply to wall signs and projecting signs.
3. **Procedure.** The Planning Commission shall have the authority to waive sign size and placement requirements and may allow the use of exposed standard neon tubing for vintage signs, provided that the applicant fulfills the requirements of this Section.

- A. Eligibility. Only commercial properties within the B3 zoning district may request a vintage sign design.
 - B. Planning Commission Public Hearing. The Planning Commission shall review the application for a vintage sign design at its regular meeting upon publishing a notice and notifying property owners pursuant to Section 103 (General Provisions) of the Michigan Zoning Enabling Act (P.A. 110 of 2006).
 - C. Application. Applications for a vintage sign design shall include, at a minimum, the following materials.
 - i. A narrative description indicating:
 - a. A statement demonstrating that the eligibility requirements are met.
 - b. The general design intent for proposed sign.
 - c. A description of how the sign is coordinated with building architecture and compatibility with the surrounding development context.
 - d. A demonstration of how the requested vintage sign design fulfills the Standards for Approval.
 - ii. The proposed location, types, heights, and size of the signs, indicated on scaled plans and/or building elevation drawings.
 - iii. Proposed materials, fabrication details, and illumination proposed for sign structures and faces.
 - D. Standards for Approval. The Planning Commission may approve a vintage sign design provided the following criteria are met:
 - i. The applicant has provided examples or likenesses of vintage signs that demonstrate a specified historical period, and the applicant has sufficiently described how the new proposed sign design should be regarded as having a “vintage” design.
 - ii. The proposed sign design is complementary to existing signage within the district and reinforces the historic context of downtown Marshall.
 - iii. The sign design does not confuse drivers, pedestrians, or bicyclists as to the location of any businesses or uses.
 - iv. The placement of the sign will not conceal architectural details of the building, substantially block views of adjacent buildings, or create a nuisance for upper-level users.
 - v. The proposed sign is compatible with adjacent uses and the existing or intended character of the surrounding neighborhood and will not have an adverse impact upon or interfere with development, use, or enjoyment of adjacent properties.
 - E. Appeal. The decision of the Planning Commission shall be final and may not be appealed to the Zoning Board of Appeals. However, the applicant may elect to submit a variance application.
4. **Conditions.** The Planning Commission may, in its consideration of a larger sign than would otherwise be permitted, require the removal of existing signage on a building, set a maximum total amount (square footage) of allowable signage for a site, and/or impose other conditions as necessary to ensure signage is cohesive with the district’s context.
 5. Once approved, no other application for an additional vintage sign may be approved for the same property. The sign shall not be altered in any way except as may be necessary for necessary maintenance or in the instance of a renaming. If the message on the sign must be altered, the Zoning Administrator may approve such a change provided the shape, size, and style of lettering is the same or smaller. If removed a vintage sign approved by the Planning Commission is removed, any subsequent sign shall meet the requirements of this Article.

Section 9.13 Planned Sign Program

1. The Planning Commission may review and approve a Planned Sign Program for signs in a commercial or industrial zoning district.

2. **Purpose.** The purpose of a Planned Sign Program is to allow a greater degree of flexibility in sign design and display in cases where strict compliance with the requirements of this Article may not be feasible. Further, a Planned Sign Program is intended to be used for multiple signs for large project development areas and integrated complexes to ensure that the requested signs work in a coordinated fashion to meet the general intent for signs in the zoning district.
3. **Intent.** This Section shall not be used to circumvent the variance process or to simply permit larger, more visible, or additional signs than may otherwise be permitted by this Article, without any consideration for unique sign design and display or other conditions.
4. **Procedures.** The Planning Commission shall have the authority to approve alternative requirements for sign design, number, type, size, height, location, and lighting, provided that the applicant fulfills the requirements of this Section.
 - A. **Eligibility.** A Planned Sign Program may be approved only for project sites larger than one (1) acre in size.
 - B. **Planning Commission Public Hearing.** The Planning Commission shall review the application for a planned sign program at its regular meeting upon publishing a notice and notifying property owners pursuant to Section 103 (General Provisions) of the Michigan Zoning Enabling Act (P.A. 110 of 2006).
 - C. **Application.** Applications for a planned sign program shall include, at a minimum, the following materials.
 - i. A narrative description indicating:
 - a. A statement demonstrating that the eligibility requirements are met.
 - b. The general design intent for proposed signs.
 - c. A description of how the signs are coordinated with proposed building architecture and compatibility with the surrounding development context.
 - d. A demonstration of how the requested Planned Sign Program fulfills the Standards for Approval.
 - ii. The proposed locations, types, number, heights, and sizes of all signs, indicated on scaled plans and/or building elevation drawings.
 - iii. Proposed materials, fabrication details, and illumination proposed for sign structures and faces.
 - iv. A clear description of the zoning ordinance provisions for which a modification is requested.
 - D. **Standards for Approval.** The applicant shall demonstrate, and the Planning Commission shall find, that each of the following standards are met before a planned sign program may be approved.
 - i. That the planned sign program would result in a more attractive aesthetic setting, improved safety, provide more convenient identification for planned users, or other similar purposes that would not be achievable without deviations from the specific requirements of this Article;
 - ii. That the location and/or physical characteristics of the applicant's property or the needs for identification are unique when compared to other similarly situated parcels in the same zoning district and in the same vicinity;
 - iii. That the proposed planned sign program substantially furthers the purposes and intent of this Section; and
 - iv. That approval of the planned sign program would not create any adverse effects on one or more properties in the vicinity.
 - E. **Appeal.** The decision of the Planning Commission shall be final and may not be appealed to the Zoning Board of Appeals. However, the applicant may elect to submit a variance application.
5. **Amendments.**

- A. Minor modifications to a previously approved planned sign program may be approved by the Zoning Administrator provided the general sign design, number of signs, and dimensional requirements are maintained. Minor modifications include:
 - i. Changes in sign location of not more than five (5) feet;
 - ii. Changes to sign faces, provided that the face is no larger and materials are consistent with the approved sign; and
 - iii. Changes to landscaping and lighting.
- B. An amendment to an approved planned sign program not qualifying as a minor modification shall be reviewed by the Planning Commission using the same process as the original application.

Section 9.14 Non-Conforming Signs.

- 1. A sign lawfully erected prior to the adoption of this Article or any applicable amendment thereto which does not meet the standards of this Article may be continued as a legal non-conforming sign, except as hereinafter provided. A legal non-conforming sign shall not:
 - A. Be substantially altered in structure so as to change the shape, size, location, type or design of the sign; or
 - B. "Substantially altered" does not refer to normal maintenance, such as painting, or a change in message panels.
 - C. A non-conforming sign may remain as long as the sign is properly maintained and is not detrimental to health, safety, and welfare. If damaged to an extent exceeding 50% of its replacement cost, the sign shall not be repaired/replaced except in conformity with this Article.
- 2. If the owner of the premises on which a sign is located changes the location of a property line or sign so that a sign is rendered non-conforming, the sign must be removed or made to conform to the provisions of this Article.
- 3. If the activity, business, or use a nonconforming sign is communicating has been discontinued for 180 days or longer, the Zoning Board of Appeals may declare the sign abandoned, following the standards in Section 7.7.6.B and require its removal or reconstruction to conform to the standards of this Article.
 - A. If a sign is declared abandoned, the owner shall have 30 days to have the sign removed. If the sign is not removed within 30 days, the Building Inspector may have the sign removed at the cost of the property owner.
- 4. A nonconforming sign may be replaced by another nonconforming sign of the same type and character so long as the new sign is reduced in total area by at least 25 percent.

Section 9.15 Administration and Enforcement.

- 1. **Enforcement.**
 - A. The sign provisions of this ordinance shall be administered and enforced by Zoning Administrator(s) or their designee.
 - B. The Zoning Administrator(s) or their designee may enter at any reasonable time upon the premises where any sign is located. All sign violations shall be considered civil infractions. No criminal penalty shall be attached for violations except where a police officer has actually observed a criminal violation being committed.
- 2. **Permits.**
 - A. For signs that requiring a permit, a zoning permit must be issued by the zoning administrator prior to receiving a building permit to construct a sign.
 - B. The zoning permit shall confirm that the sign meets the requirements of this Article and any additional requirements of the Zoning Ordinance.

- C. No person shall erect, place, relocate, alter or add to any sign for which a zoning permit is required without obtaining a building permit from the city building inspector. The building inspector may determine that certain types of signs do not require a building permit.
3. **Plans and Specifications.** No person shall erect or alter any sign or which a permit is required, except in accordance with the plans and specifications approved by the Zoning Administrator and Building Inspector.
4. **Application and Permit Fee.** Application for sign zoning permits shall show the name and address of the owner of the sign and the person responsible therefore and the location, type, sign height and sign area of the sign and shall contain a drawing or other rendering of the proposed sign. The application and permit fee shall be filed with the Zoning Administrator for investigation. If the Zoning Administrator finds that the sign conforms to all provisions of this Article and other relevant sections of the Zoning Ordinance, a permit shall be issued. The Zoning Administrator shall make a finding within ten business days of filing the application. .
5. **Fees.** The fee for sign permits shall be as adopted and amended from time to time by resolution of the City Council.
6. **Inspection.**
- A. After being erected, each sign for which a permit is required, shall be approved and inspected by the Zoning Administrator for zoning compliance.
- B. If, upon any inspection by the Building Inspector or Zoning Administrator, a sign is found to be unsafe or in a condition that does not comply with the provisions of this Ordinance, the Zoning Administrator shall give notice of the condition to the owner or the person responsible. Within 30 days thereafter, the necessary repairs shall be made in order to bring the sign into compliance with this Chapter.
7. **Unsafe Conditions.** If a sign is found to be in such an unsafe condition that immediate repairs or the removal thereof are required, the Building Inspector shall take such precautions as may be necessary to protect the safety of the public in the use of the streets the cost of which shall be the responsibility of the owner. Maintenance.
- A. Signs, including the face, framing and all supports thereof, shall be kept and maintained in a safe condition, shall be adequately protected against corrosion and shall conform to all the provisions of this Ordinance.
- B. Signs which are broken, torn, bent or whose supports are broken, bent or damaged, and signs that are not reasonably level and plumb shall be repaired and installed in a manner prescribed by the Zoning Administrator and / or Building Official, but in no case shall repair requirements exceed building code requirements and the original condition of the sign and/or its supports.
- C. All signs shall be maintained in good structural condition, in compliance with all building and electrical codes, and in conformance with this Ordinance. Failure to comply with this Section may result in action by the Zoning Administrator or Building Official to rescind the permit with subsequent removal of the entire structure.
- D. Signs shall be free from disfigured, cracked, ripped or peeling paint, poster paper or other material.
- E. A sign shall not stand with bent or broken sign facing, with broken supports, with loose appendages or struts, or more than 15 degrees from vertical.
- F. A sign shall not have weeds, trees, vines, or other vegetation growing upon it, or obscuring the view of the sign from the public right-of-way from which it is to be viewed.
- G. An internally illuminated sign shall not be allowed to stand with only partial illumination.
8. **Nuisance.** Any sign erected or displayed without a permit or any sign which does not comply with the provisions of this Chapter shall be deemed a hazard to the safety of the public and is declared to be a public nuisance and may be abated by removal without notice at the cost of the property owner.

9. **Signs Within Fire Limits.** No person shall erect a lighted or mechanical sign within the fire limits of the City unless the sign and supports therefore be entirely constructed of fire-resistant materials and complies with the provisions of the City's Fire Code.
10. **Obstruction Hazard.** No person shall erect, display or maintain any sign which obstructs any fire escape, building entrance or public passage, or at a horizontal distance of less than ten feet from any fire hydrant or traffic light.
11. **Appeals.** The Zoning Board of Appeals is authorized to hear and decide appeals where it is alleged by the appellant that there is an error in any order, requirement, decision or determination made in connection with the enforcement of this Section. The Zoning Board of Appeals shall also have the power to authorize a variance from the strict application of this Section following the procedures contained in Section 7.8 of the Zoning Ordinance.

CITY OF MARSHALL, MICHIGAN

ORDINANCE #2024-___

PREAMBLE

AN ORDINANCE TO AMEND CITY OF MARSHALL ZONING CODE, REPEAL OF CHAPTER 5.0 SITE STANDARDS, SECTION 5.1, SIGNS, THE ADDITION OF ARTICLE 9, SIGNS, TO REPEAL ANY ORDINANCES IN CONFLICT THEREOF, AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

THE CITY OF MARSHALL HEREBY ORDAINS:

Section 1. Title and Purpose. This Ordinance shall be titled as the “Sign Ordinance Revision.”

The purpose of this ordinance is to amend the City of Marshall Zoning Ordinance through a revision of the sign ordinance. The ordinance will result in the deletion of Section 5.1 and the addition of Article 9, Signs.

Section 2. Repeal Section 5.1- Signs. That **Chapter 5.0, Site Standards** of the Marshall City Zoning Code be amended as follows, Section 5.1, Signs is hereby repealed.

Section 3. Addition of Article 9- Signs. That Article 9.0, Signs be added to the Marshall City Zoning Code as follows:

9.01 Intent

These regulations establish rules and standards for the construction, location, maintenance and removal of privately-owned signs. Directional, emergency, or traffic-related signs owned by the city, county, state or federal government agencies are not regulated by this Section. The execution of these regulations recognizes that the purpose of this Chapter is to protect the interest of public health, safety and welfare and to ensure the maintenance of an attractive physical environment while satisfying the needs of sign users for adequate identification, communication and advertising. To achieve such purposes, the following objectives shall be applied for this Chapter and any future additions, deletions and amendments:

1. **General.** Ensure that signs are located, designed, constructed, installed and maintained in a way that protects life, health, morals, property and the public welfare.
2. **Public Safety.** Protect public safety by prohibiting signs that are structurally unsafe or poorly maintained; that cause unsafe traffic conditions through distraction of motorists, confusion with traffic signs, or hindrance of vision; and that impede safe movement of pedestrians or safe ingress and egress from buildings or sites.
3. **Protect Aesthetic Quality of Districts and Neighborhoods.** Prevent blight and protect aesthetic qualities by preventing visual clutter and protecting views, preventing

intrusion of commercial messages into non-commercial areas, and eliminating signs and sign structures on unused commercial properties. Also, to avoid glare, light trespass and skyglow through a selection of fixture type and location, lighting technology and control of light levels.

4. **Content.** Respect constitutional rights and to allow signs as a means of communication.
5. **Reduce Conflict.** Reduce conflict among signs and between public and private information systems.
6. **Business Identification.** Allow for adequate and effective signage for business identification and other commercial speech, non-commercial speech and dissemination of public information, including but not limited to, public safety information and notification as may be required by law.
7. **Foster Economic Development.** Ensure that signs are located in a manner that does not cause visual clutter, blight and distraction, but rather promotes identification and communication necessary for sustaining and expanding economic development in the City.
8. **Recognize Unique Areas.** Acknowledge the unique character of certain districts and establish special time, place and manner regulations that reflect the unique aesthetic, historical and/or cultural characteristics of these areas.

9.02 Definitions

1. **Sign.** Any surface, device, letter, word, model, balloon, pennant, insignia, emblem, logo, icon, painting, placard, poster, flag or representation, illuminated or non-illuminated, which is visible from a public place, including, but not limited to, highways, streets, alleys or publicly-owned property, or is located on private property and exposed to the public, which directs attention to a product, service, place, activity, person, institution, business or constitutes a solicitation. For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
2. **Abandoned Sign.** A permanent sign erected on a property in conjunction with a particular use which has been discontinued for a period of 180 days or longer or a sign with content pertaining to a time, event or purpose which no longer applies.
3. **Address Sign.** A sign depicting the street number of the property on which it is located.
4. **Animated Sign.** A changeable copy sign where the information conveyed changes more than once per minute.
5. **Awning.** A roof-like cover, typically constructed of canvas, vinyl or similar fabric stretched over a framework, that projects from the wall of the building for the purpose of shielding a doorway, a window or pedestrians from the elements.
6. **Awning Sign.** A permanent sign painted on, printed on or attached flat against the surface of an awning.
7. **Balloon Sign.** A type of portable sign filled with air or gas.
8. **Banner Sign.** A temporary sign constructed of cloth, fabric or other similar material with or without a structural frame. A national flag of the United State of America, the State of Michigan flag, the City of Marshall municipal flag, the official flag of any

religious, institutional or business establishment, or displays for holidays or public events shall not be considered banner signs.

9. **Barber Pole Sign.** A permanent sign attached to the building in a vertical cylinder shape with moving and/or alternating colors.
10. **Billboard Sign.** A permanent sign which identifies a use or advertises products and services not available on the site or parcel on which the sign is located.
11. **Changeable Copy Sign.** A permanent sign, electrical or non-electrical, on which the copy changes automatically or is designed to allow the copy to be changed manually while the surface of the sign remains unchanged, such as electronic time and temperature units or reader boards with changeable letters. A sign on which the copy changes more than once per minute shall be considered an animated sign.
12. **Construction Sign.** A temporary sign located on a parcel with a current building permit on which construction is occurring.
13. **Directional Sign.** A temporary or permanent sign that displays a message related to a product, activity, event or service and commonly includes an arrow or other directional means to assist in determining a correct route to an entrance, event or parking area.
14. **Double Faced Sign.** Signs with two (2) parallel or nonparallel sign surfaces not more than twenty-four (24) inches apart at any point on the opposite face.
15. **Feather (or Flutter) Sign.** Any sign that is comprised of material that is suspended or attached in such a manner to a pole or stake as to attract attention by waving, moving or fluttering from natural wind currents. It also includes similar signs that do not move or flutter.
16. **First Floor Building Area.** On a single-story building, the area of an exterior building wall below the roof or eave line. On multi-story buildings, the area of an exterior building wall below the first-floor cornice or window sill of the second-floor window if no cornice is present.
17. **Flag Sign.** A permanent or temporary sign made of a rectangular piece of fabric of distinctive design used as a symbol or signaling device that includes the official insignia or flag of the United State of America, the State of Michigan the City of Marshall or that of any religious, institutional or business establishment.
18. **Freestanding Sign.** A permanent sign attached to or supported by a post(s), pole(s), base or the like and not attached to a building. Freestanding signs include pylon and ground signs.
19. **Ground Sign.** A sign extending upward from grade that is attached to a permanent foundation for a distance of not less than fifty (50) percent of its length, and which may be attached or dependent for support from any pole, posts or similar uprights provided such supports are concealed within the sign structure.
20. **Historical Marker.** A sign, monument or marker designating a location or structure of historical significance, on a site approved by the city, state or federal government is exempt from regulation by this Chapter.
21. **Maintenance.** The cleaning, painting, repair or replacement of defective parts of a sign in a manner that does not alter the basic copy, design or structure of the sign.
22. **Marquee.** Any permanent roof like structure projecting from a building or extending along and projecting beyond the wall of the building generally designed and constructed to provide protection from weather.

23. **Marquee Sign.** A permanent sign attached to any part of a marquee other than the roof.
24. **Mural.** A permanent design or representation painted or drawn on a wall that does not advertise a business, product, service or activity.
25. **Nameplate Sign.** A permanent sign affixed to the wall of a building or incorporated into the façade of the building. Examples include, but are not limited to, the name of the building and date of construction or opening.
26. **Nonconforming Sign.** A temporary sign or permanent sign which lawfully existed at the effective date of this Chapter, or any amendment thereto, does not conform to all of the current requirements of this Chapter.
27. **On-Premises Sign.** A temporary sign or permanent sign which pertains to the use of the premises on which it is located.
28. **Pennant Sign.** A sign, with or without a printed design or text, made of flexible materials suspended from one (1) or two (2) corners, used in combination or on a cable or other similar support with other such signs to create the impression of a line.
29. **Permanent Sign.** Any sign of durable material permanently anchored or secured to a building, accessory structure or the ground.
30. **Portable Sign.** A temporary sign designed to be moved from place to place, whether or not it is attached to the ground or a structure.
31. **Projecting Architectural Feature.** Elements such as cornices, eaves and overhangs, canopies, porches, bay windows and chimneys that are attached to or project out from the main building walls below the roof.
32. **Projecting Sign.** A permanent sign attached to a building which extends from the building toward the street.
33. **Pylon (or Pole) Sign.** A sign supported by one (1) or more poles, posts, braces or pylons located in or upon the ground and not attached to a building.
34. **Roof Sign.** A temporary sign or permanent sign erected upon, against or directly above a roof or on top of or above the parapet of a building, or signs where any portion of the sign extends above the roof of the building where the sign is located. Projecting architectural features, as defined in this Chapter, shall not be considered part of the roof.
35. **Sandwich Board Sign.** A temporary sign containing two (2) separate faces which are attached to one another at the top by one (1) or more hinges or fasteners and which when placed upon the ground will stand upright without any additional support.
36. **Sign Copy.** Any written characters, emblems, logos, images or projections meant to promote, advertise, or otherwise call attention to a business, cause, location, organization or event.
37. **Snipe Sign.** An off-premises sign that is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, fences or to other objects.
38. **Temporary Sign.** A sign erected for ninety (90) days or less for a specific purpose or event, which is not intended to be permanent, and is not otherwise defined in this Article.
39. **Wall Sign.** A permanent sign painted on, incorporated in or attached directly to a building wall, window or projecting architectural feature with the exposed face of the

sign in a plane parallel to the building wall, window or projecting architectural feature.
A mural shall not be considered a wall sign.

40. **Warning Sign.** See incidental sign.

41. **Water Tower Sign.** A permanent sign attached to a water tower.

42. **Window Sign.** A temporary sign or permanent sign; picture, symbol or combination thereof that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.

43. **Yard Sign.** A sign of relatively impermanent construction manually placed in a yard and typically intended to announce or advertise an infrequent event such as, but not limited to, a garage sale; or to support a political candidate or political position; or the sale or rental of real property.

9.03 General Sign Regulations

1. **General Requirements.** The following regulations shall apply, unless otherwise specifically stated in this Chapter, to all signs erected or located in any zoning district within the City.

A. All signs shall conform to all applicable codes and ordinances of the City, and where required, shall be approved by the Zoning Administrator or their designee according to the requirements of Section 9.15.

B. Signs not visible from any street, alley or publicly-owned property are exempt from the provisions of this Chapter and do not require a sign permit.

C. A sign shall not be placed in, upon or over any public street, public right-of-way, alley or other publicly-owned land, except as otherwise expressly permitted by this Chapter.

D. Only signs established and maintained by the City, county, state or federal governments or expressly permitted by this Chapter shall be permitted in a public street right-of-way, dedicated public easement or upon publicly-owned land.

E. No public or commercial pole, utility pole or other supporting member located in a public right-of-way shall be used for the placement of any sign unless specifically designed and approved for the use.

F. No sign shall be located on or attached to any tree or other natural feature.

G. A sign shall not be erected in any place where it may, by reason of its position, shape, color or other characteristic, interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device, obstruct the view of any intersection or entrance to any public street or alley, or constitute a public nuisance.

H. No sign shall employ animated or moving parts, except as otherwise permitted in this Section.

I. No sign shall employ any flashing, moving, oscillating, blinking or variable intensity light; except as otherwise provided for in this Chapter.

J. No sign shall exhibit statements, words or pictures of an obscene or pornographic nature.

K. No sign shall emit a sound, odor or visible matter such as smoke or vapor.

L. All signs with a sign height of greater than two (2) feet shall be set back the lesser of three (3) feet from a street right-of-way line or fifteen (15) feet from any front,

side or rear property line unless attached to a building or permitted within the public street right-of-way.

- M. Signs affixed to the ground shall not obstruct vision above a height of two (2) feet from the established street grades within a clear vision zone. A clear vision zone is the triangular area formed by the intersection of any street right-of-way lines and a point along each right-of-way line twenty-five (25) feet from the point of the intersection.
 - N. All signs, except directional signs, awning signs, wall signs and window signs, must be set back fifteen (15) feet from the intersection of the edge of an access drive and a street right-of-way line.
 - O. Signs required by any federal, state or municipal statute or ordinance shall be exempt from the provisions of this Chapter and shall not be included when calculating sign area.
 - P. Abandoned signs shall be removed or put into service. Removal of such signs shall include removal of the poles and/or supports. If the property upon which the sign is located is vacant and the previous use is abandoned, the entire sign (including above-ground base, height, poles, size, wires, panels and any other element) shall be removed within thirty (30) days of the property becoming abandoned.
 - Q. A minimum ten (10) foot horizontal separation shall be maintained between any sign and any overhead utility. The nearest part of any sign, including support structures shall be at least four (4) feet from any electrical conductor, electric light pole, road lamp, traffic light or other public utility pole or standard.
- 2. **Substitution.** Any commercial message lawfully established on a sign may be replaced with a non-commercial message provided that the regulations of this Article are otherwise met.
 - 3. **Historic Painted Signs.** A historic business sign that was previously painted on the side(s) of a building prior to adoption of this ordinance shall be permitted to remain and to be maintained in its original design, colors and materials. A historic painted sign shall not be altered without the approval of the Zoning Administrator.

9.04 Signs Not Requiring a Permit

The following signs shall be permitted without a permit, pursuant to the applicable regulations in this Section:

- 1. **Address Signs.** Address signs shall comply with the requirements of Chapter 95 and shall be visible and legible from the right-of-way.
- 2. **Permanent directional signs.** Permanent directional signs are permitted in non-residential zoning districts.
 - A. The maximum height of an on-premises directional sign shall be six (6) feet.
 - B. The number of directional signs per parcel shall not exceed five (5).
 - C. Permanent directional signs shall not exceed four (4) square feet in area.
- 3. **Flag Signs.** Flag signs are permitted in all zoning districts.
 - A. Flag signs shall not exceed forty (40) square feet in residential districts.

- B. Flag signs shall not exceed eighty (80) square feet in commercial or industrial zoning districts.
- C. Flag signs shall be displayed in one (1) of two (2) ways:
 - i. Affixed to a permanent pole affixed to the ground. Pole shall not exceed twenty-five (25) feet in height.
 - ii. Affixed to a permanent or temporary pole that is attached to a mounting point on the ground floor exterior wall of a building. Where such a flag sign extends over a sidewalk, there shall be not less than eight (8) feet of clearance from the lowest part of the flag to the surface of the sidewalk.
 - iii. Flag signs shall be maintained in good condition.
 - iv. Up to three (3) flag signs are permitted per parcel, provided that in no case shall the total area of all flag signs exceed 160 square feet.
- 4. **Murals.** Murals are permitted in the B-2, B-3, B-4 and POSD districts, as well as the River District overlay district.
- 5. **Nameplate Signs.** Nameplate signs are permitted in all districts.
 - A. Nameplate signs shall not exceed two (2) square feet in area.
 - B. Nameplate signs shall be mounted on the ground floor of the façade where the primary entryway is located.
- 6. **Sandwich Board Signs.** Sandwich board signs are permitted in the B-2, B-3, B-4 and HCHSD districts and do not require a sign permit. Sandwich board signs must meet the following standards:
 - A. One (1) sandwich board sign shall be permitted per business in a building, provided that the spacing standards below are met.
 - B. Sandwich board signs shall not exceed twelve (12) square feet in area per side.
 - C. The height of a sandwich board sign shall not exceed four (4) feet.
 - D. The width of a sandwich board sign shall not exceed three (3) feet.
 - E. Sandwich board signs shall not be illuminated.
 - F. Sandwich board signs shall be located a minimum of three (3) feet from the back of curb of the adjacent street or maneuvering lane.
 - G. Sandwich board signs shall not impede pedestrian access to buildings or interfere with pedestrian movement on a public sidewalk.
 - H. Sandwich board signs shall not be moored or anchored to any object but shall be designed or weighted to prevent instability or movement by wind or other natural forces.
 - I. Sandwich board signs shall be placed as near to the entryway of the promoted establishment as possible, and not further than ten (10) horizontal feet from the center of the entryway, as measured along the building façade.
 - J. Sandwich board signs shall be permitted only during operating business hours or from the hours of 8:00am to 10:00pm, whichever is less, and must be stored inside when the establishment is not open to the general public.
 - K. Sandwich board signs shall not include moving parts or attachments, including, but not limited to, balloons, pinwheels, streamers, pennants, flags or similar adornments.
 - L. Sandwich board signs must be professionally constructed of weather-proof, durable material and kept in good repair.

7. **Temporary Signs.** Temporary signs do not include banners, yard signs, construction signs, prohibited signs, or other sign types otherwise defined in this Article.
 - A. Temporary Signs in Residential Districts.
 - i. Temporary signs shall not exceed three (3) feet in height.
 - ii. Properties with a principal residential use may erect a single temporary sign not exceeding six (6) square feet in area.
 - iii. Properties with non-residential use may erect one (1) temporary sign per frontage. The total area of all temporary signs displayed concurrently on one (1) parcel shall not exceed twenty-four (24) square feet.
 - iv. Temporary signs shall not be placed on the exterior wall of a residential structure or accessory structure.
 - B. Temporary Signs in Non-Residential Districts.
 - i. Temporary signs shall not exceed six (6) feet in height.
 - ii. No temporary sign shall exceed six (6) square feet in area.
 - iv. The total area of all temporary signs displayed concurrently on one (1) parcel shall not exceed thirty-two (32) square feet. Temporary signs shall not be placed within the clear vision triangle.
8. **Water Tower Signs.** Water tower signs are permitted on any water tower.
9. **Window Signs.** Window signs are permitted in the B-2, B-3, B-4, POSD, FS, I-1, I-2 and HCHSD districts. Window signs must meet the following standards:
 - A. The total area of all window signs shall not exceed 25 percent of all ground floor window area or twenty-five (25) percent of the window to which the sign is affixed.
 - B. Window signs must be located in such a manner as to allow for clear visibility into the building and visibility of the checkout area of the building if the use is retail in nature.
 - C. The total area of all window signs shall not exceed the maximum wall sign area permitted on the building.
 - D. Window signs include all signage positioned near or applied to a window and visible from the public right-of-way or property line, including, but not limited to, signs painted directly onto the window pane, decals, static clings and posters placed in a window. Sign area shall be calculated to the fullest extent of the limits of sign copy, regardless of the opacity of the window sign.
10. **Yard Signs.** Yard signs are permitted in all zoning districts and do not require a sign permit. Yard signs must meet the following standards.
 - A. One (1) yard sign is permitted per frontage.
 - B. Additional yard signs are permitted during a time period of thirty (30) days prior to an election date to seven (7) days after the election date and during times of emergency to allow businesses the ability to adequately advertise business practices.
 - C. Yard signs shall not exceed four (4) square feet in area on residential property and eight (8) square feet in area on nonresidential property.
 - D. Yard signs shall be setback a minimum of two (2) feet from the property line where a sidewalk is present adjacent to the parcel or a minimum of fifteen (15) feet from the curb/road edge on parcels without an adjacent sidewalk.

9.05 Prohibited Signs

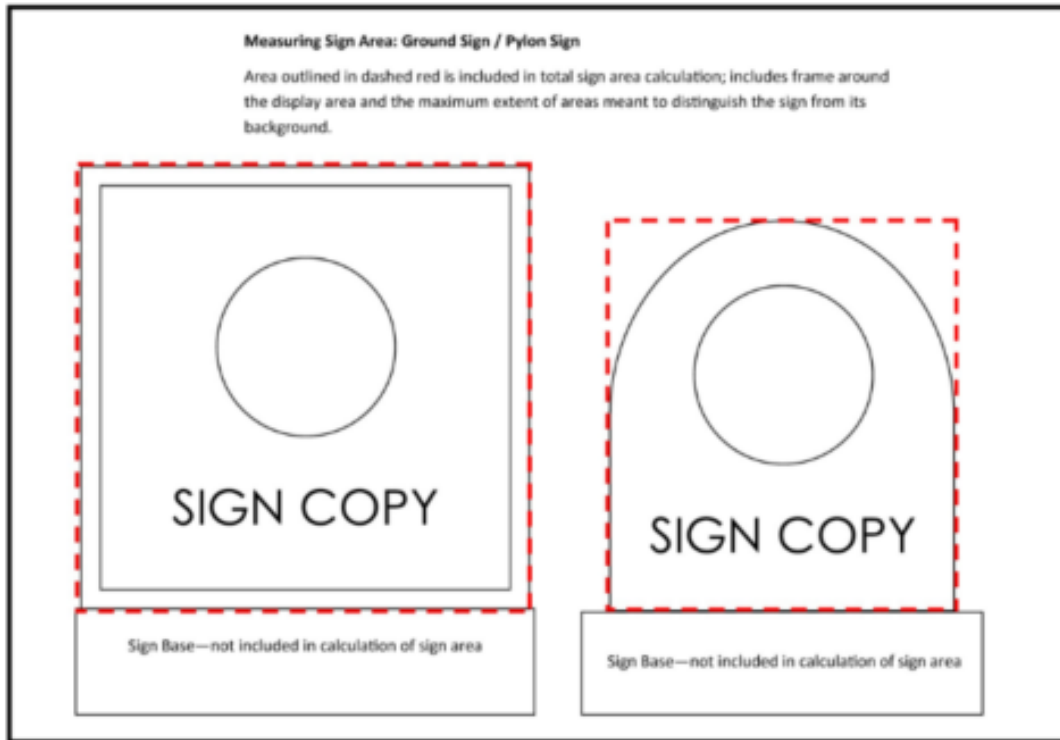
Any Sign not clearly permitted by this ordinance is prohibited. The following signs are specifically prohibited:

1. Balloon signs.
2. Portable signs, except as otherwise permitted in this ordinance.
3. Roof signs.
4. Snipe signs.
5. Pennant signs.
6. Feather and flutter signs.
7. Any sign which requires a permit and is erected without a permit.
8. Any sign or sign structure which obstructs the view of, or may be confused with, a traffic directional/safety sign.
9. Signs which simulate or imitate in size, color, lettering or design, of any traffic sign or signal or any sign which by design or location may in any manner interfere with, mislead or confuse the public with respect thereto or obstruct the public view thereof.
10. Any sign that advertises a business, event or use no longer located on the same site as the sign. When a use changes, the owner shall have thirty (30) days to replace a sign that is no longer applicable to the property on which it is located. The Planning Commission may extend this time limit upon demonstration by the property owner that extraordinary circumstances exist such that application of this provision would be inequitable.

9.06 Measuring Sign Area and Height

1. **Measuring Sign Area.** The sign area shall include the surface area which encloses the extreme limits of sign copy, together with the frame or other material or color forming an integral part of the display or used to differentiate the sign from the background against which it is placed, excluding only the structure necessary to support the sign.

- A. A double-faced sign, as defined in this Chapter, shall be considered as having one (1) face and the area of the one (1) face shall be included in computing the sign area.



2. **Measuring Sign Height.** Sign height shall be the vertical distance measured from the point of ground immediately beneath the sign to the highest point of the sign, including decorative embellishments. Where the ground elevation beneath a sign varies, the average grade of the ground within a five (5) foot radius of the sign structure shall be used. The average grade shall be the highest point within said radius plus the lowest point within said radius, divided by two (2). Any filling, berming, mounding or excavating solely for the purpose of locating the sign shall not be included in the calculation of average grade.

9.07 Illumination of Signs

1. Where illumination of Signs is permitted by this ordinance, three (3) methods of illumination are permitted:
 - A. Internal Illumination. Where a sign is internally illuminated, no portion of the surface of the sign shall be transparent.
 - B. External Illumination. Where a sign is externally illuminated, the source of illumination shall be directed downward and shielded from directing glare onto neighboring properties or into the public right-of-way.
 - C. Halo Illumination (Backlighting). Where a sign is backlit, forming a halo of light around the sign copy on the surface behind the sign, the source of illumination shall not be visible from neighboring properties or the public right-of-way.

9.08 Changeable Copy Signs

Changeable copy Signs are permitted as follows:

1. Any changeable copy area shall be part of a permanent ground or pylon sign, except in the B-3 district, where the Planning Commission may permit changeable copy areas on wall signs and marquee signs. Animated signs and electronic changeable copy signs are prohibited in the B-3 zoning district.
2. The changeable copy sign area of any sign shall not exceed fifty percent (50%) of the permitted sign area and must be integrated into the design of the overall sign.
3. The changeable copy sign area shall be counted as part of the total sign area allowed.
4. Light level and illumination requirements:
 - A. The illumination average of any electronic sign shall be no more than 2,000 nits during daylight hours and shall be reduced to no more than 250 nits from a half hour before sunset to a half hour after sunrise.
 - B. All electronic changeable message signs shall have installed ambient light monitors that automatically adjust the brightness level of the electronic sign based on ambient light conditions.
 - C. The display shall not, or shall not appear to, flash, undulate, pulse, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or simulate similar movements that could be disorienting or distracting to motorists or pedestrians.
5. Animated signs shall be subject to the following:
 - A. Animated signs shall be turned off from midnight to 5:00 a.m.; excluding businesses open during this time period. During this time, the sign message may be static.
 - B. In non-residential zoning districts, the rate of change for an animated sign shall not exceed once (1) per twelve (12) seconds where the speed limit is less than forty-five (45) miles per hour and once (1) per ten (10) seconds where the speed limit is forty-five (45) miles per hour or greater.
 - C. In residential zoning districts, the rate of change for an animated sign shall not exceed once (1) per twenty (20) seconds.
 - D. Animated signs are prohibited in a yard that directly abuts or is across the street from a residential property or zoning district.
6. Electronic changeable message signs located within a residential zoning district, or having a sign face that is oriented toward a residential district, whether animated or not, shall be turned off between 9:00 p.m. and 6:00 a.m.
7. No electronic or animated signs are permitted on properties with a principal residential use.
8. Electronic changeable message signs are limited to properties within the B-2, B-4 and FS zoning districts.

9.09 Standards for Permanent Signs Requiring a Permit

The following table provides a summary of dimensional requirements for signs that require a permit and for which dimensional standards vary by zoning district. Additional standards for each sign type are contained in Section 9.10.

In the event of inconsistency between this table and the standards elsewhere in this Article, the standards elsewhere shall control.

9.09 Permanent Signs Requiring a Permit				
Sign Type	Max. Surface Display Area	Max. Height	Number	Additional Standards
R-1, R-2 and R-3 districts				
Ground	24 sq. ft.	4 feet	1	-
	Permitted for non-residential uses only, except that a ground sign may be permitted at a subdivision, condominium development or multiple family residential street entrance.			
MFRD, MHPD and POSD districts				
Awning (POSD only)	12 sq. ft.	N/A	1 per awning	-
Ground	32 sq. ft.	4 feet in MFRD and MHPD; 9 feet in POSD	1 per frontage on a major thoroughfare	-
Wall	Total 5% of first floor building elevation, up to 60 sq. ft.	Must be located on the first-floor building elevation	1 per frontage	9.10.6
B-3 district				
Awning	12 sq. ft.	N/A	1 per awning	-

9.09 Permanent Signs Requiring a Permit				
Sign Type	Max. Surface Display Area	Max. Height	Number	Additional Standards
Marquee	25% of first-floor building elevation, up to 60 sq. ft.; electronic signs are prohibited	Shall not project above the eave or roofline of the marquee	1 per street frontage	9.10.3
Projecting	12 sq. ft.	Shall not project above the first-floor building elevation	1 per building; 1 per tenant for multi-tenant buildings	9.10.4
Wall	10% of first-floor building elevation, up to 60 sq. ft.; electronic signs are prohibited	Shall not project above the first-floor building elevation	1 per frontage	9.10.6
B-2 and B-4 districts				
Awning	12 Square Feet	N/A	1 per awning	-
Marquee	25% of first-floor building elevation, up to 100 sq. ft.	Shall not project above the eave or roofline if the marquee	1 per street frontage	9.10.3
Ground	48 sq. ft.; 72 sq. ft. for multi-tenant centers, 72 total sq. ft. for multiple signs	9 feet	1 per frontage on a major thoroughfare	-
Projecting	12 sq. ft.	Shall not project above the first-floor building elevation	1 per building; 1 per tenant for multi-tenant buildings	9.10.4
Wall	25% of first-floor building elevation, up to 100 sq. ft.	Shall not project above the eave or roofline	1 per frontage	9.10.6

9.09 Permanent Signs Requiring a Permit				
Sign Type	Max. Surface Display Area	Max. Height	Number	Additional Standards
FS district				
Awning	12 sq. ft.	N/A	1 per awning	-
Ground	48 sq. ft.; 72 sq. ft. for multi-tenant centers, 72 total sq. ft. for multiple signs	9 feet	1 per frontage on a major thoroughfare	9.09.3 9.09.4
Pylon	100 sq. ft.	30 feet	1	9.09.7
Wall	Total of 25% of first-floor building elevation, up to 150 sq. ft.	Shall not project above the eave or roofline	1 per frontage	9.10.6
I-1 and I-2 districts				
Awning	12 sq. ft.	N/A	1 per awning	-
Billboard	200 sq. ft.; up to 25% changeable copy	20 feet	1 per 1,000 feet of right-of-way frontage	-
	A billboard sign shall be located at least 1,000 feet from any other billboard sign. Where a billboard sign includes a changeable copy area, such as panels for advertising fuel prices, the changeable copy area shall not exceed 25% of the total sign area.			
Marquee	25% of first-floor building elevation, up to 100 sq. ft.	Shall not project above the eave or roofline of the marquee	1 per frontage	9.10.3

9.09 Permanent Signs Requiring a Permit				
Sign Type	Max. Surface Display Area	Max. Height	Number	Additional Standards
Ground	48 sq. ft.; 72 sq. ft. for multi-tenant centers, 72 total sq. ft. for multiple signs	9 feet	1 per frontage on a major thoroughfare	-
Wall	Total of 25% of first-floor building elevation, up to 100 sq. ft.	Shall not project above the eave or roofline	1 per frontage	9.10.6
HCHSD district				
Awning	12 sq. ft.	N/A	1 per awning	-
Marquee	25% of marquee surface, up to 10 sq. ft.	Shall not project above the eave or roofline of the marquee	1 per frontage	9.10.3
Ground	250 sq. ft, total of all signs	11 feet	No limit: total sign area shall not exceed 250	-
Wall	Total of 5% of first-floor building elevation, up to 250 sq. ft.	Shall not project above the eave or roofline	No limit: total sign area shall not exceed 250 sq ft	9.10.6

9.10 Additional Regulations for Signs Requiring a Permit

1. **Banner Signs.** Banner signs are temporary signs permitted in commercial and industrial zoning districts following issuance of a sign permit. Banner signs must meet the following standards:
 - A. No more than five (5) such signs shall be displayed for any given event or purpose.
 - B. No more than one (1) such sign shall be displayed concurrently on any property or parcel.
 - C. The maximum area of a banner sign is thirty-two (32) square feet. Banner signs are not included in the computation of maximum permanent sign area for a site.

- D. Where a banner sign is not attached to a building, the maximum height of the banner is six (6) feet.
 - E. Banner signs shall be removed within two (2) days of the conclusion of the advertised event.
 - F. In no event shall a banner sign remain posted for more than forty-two (42) days.
 - G. No zoning lot shall display a banner sign for greater than 126 days in a calendar year.
2. **Construction Signs.** Construction signs are temporary signs permitted in all districts following the issuance of a sign permit. Construction signs must meet the following standards:
 - A. One (1) construction sign is permitted per site.
 - B. Construction signs shall have a maximum height of six (6) feet.
 - C. Construction signs shall not exceed thirty-two (32) square feet in size in non-residential districts or twelve (12) square feet in residential districts.
 - D. Construction signs shall not be erected until a building permit is obtained for the project, if required, or until construction begins, whichever is later.
 - E. Construction signs shall be removed when construction is complete.
 3. **Marquee Signs.** Marquee signs are permitted subject to the following:
 - A. A maximum of two (2) sides of a marquee may feature a sign.
 - B. Marquee signs shall not project more than twelve (12) inches from the mounting surface.
 - C. Marquee signs are permitted only for non-residential uses.
 4. **Projecting Signs.** Projecting signs are permitted in non-residential zoning districts, subject to the following:
 - A. Number allowed:
 - i. One (1) sign per building. A single sign may advertise multiple businesses or entities or communicate other messages.
 - B. Locations, size, lighting and height restrictions:
 - i. Projecting signs shall not project more than thirty-six (36) inches from the face of the building or wall.
 - ii. Signs shall maintain a minimum clearance of eight (8) feet from the sidewalk to the bottom of the sign.
 - iii. Projecting signs shall be mounted a minimum of four (4) feet from each building edge or lot line as defined by a common wall between the businesses.
 - iv. Projecting signs shall not be free swinging, so as to pose a danger to the public during high winds.
 - v. Projecting signs shall not be lighted, internally or externally.
 - vi. Where an establishment fronts on two (2) or more streets, a projecting sign shall only be permitted on the frontage where the main entryway is located.
 - C. Right-of-Way Encroachment
 - i. A projecting sign may extend over a public sidewalk or within a right-of-way with an additional right-of-way permit from the City of Marshall.
 5. **Pylon Signs.** Pylon signs are permitted in subject to the following:
 - A. No portion of the sign area shall be within nine (9) feet of the ground.

- B. No portion of the ground support shall exceed a combined width of thirty-six (36) inches.
- C. Sign area for a multi-tenant commercial development may be increased by following the Planned Sign Program requirements but shall not exceed two hundred (200) total square feet in area.
- 6. **Wall Signs.** Wall signs are permitted subject to the following:
 - A. Wall signs shall not project outward from the surface of the wall more than twelve (12) inches.
 - B. Wall signs are not permitted for single-family residential uses.

9.10.6 Maximum Wall Sign Area						
	R1, R2, R3	MFRD, MHPD & POSD	B-3	B-2, B-4, FS	I-1, I-2	HCHSD
Maximum wall sign area	N/A	60 sq. ft.	60 sq. ft.	100 sq. ft.	100 sq. ft.	250 sq. ft.

9.11 District-Specific Regulations

1. **R1, R2, R-3, MFRD, MHPD, B-3.** Home occupations located in single family dwelling units shall be permitted a single nameplate sign, to be affixed on the ground floor of the street-facing façade. No other signs shall be permitted for any single-family dwelling unit. Home occupations located in attached or multi-family dwelling units are not permitted a sign.
2. **River District Overlay.** Live/work units shall be permitted a single nameplate sign.

9.12 Vintage Sign Design

1. **Purpose and Intent.** The purpose of allowing vintage sign designs is to support and reinforce the existing character of the City of Marshall's downtown business district. New signs that present as a vintage sign should contribute to the historic and architectural character of the property, block and business district.
2. **Sign Types.** Eligible vintage sign designs may apply to wall signs and projecting signs.
3. **Procedure.** The Planning Commission shall have the authority to waive sign size and placement requirements and may allow the use of exposed standard neon tubing for vintage signs, provided that the applicant fulfills the requirements of this Section.
 - A. **Eligibility.** Only commercial properties within the B3 zoning district may request a vintage sign design.
 - B. **Planning Commission Public Hearing.** The Planning Commission shall review the application for a vintage sign design at its regular meeting upon publishing a notice and notifying property owners pursuant to Section 103 (General Provisions) of the Michigan Zoning Enabling Act (P.A. 110 of 2006).

- C. Application. Applications for a vintage sign design shall include, at a minimum, the following materials:
- i. A narrative description indicating:
 - a. A statement demonstrating that the eligibility requirements are met.
 - b. The general design intent for proposed sign.
 - c. A description of how the sign is coordinated with building architecture and compatibility with the surrounding development context.
 - d. A demonstration of how the requested vintage sign design fulfills the Standards for Approval.
 - ii. The proposed location, types, heights and size of the signs, indicated on scaled plans and/or building elevation drawings.
 - iii. Proposed materials, fabrication details and illumination proposed for sign structures and faces.
- D. Standards for Approval. The Planning Commission may approve a vintage sign design provided the following criteria are met:
- i. The applicant has provided examples or likenesses of vintage signs that demonstrate a specified historical period, and the applicant has sufficiently described how the new proposed sign design should be regarded as having a “vintage” design.
 - ii. The proposed sign design is complementary to existing signage within the district and reinforces the historic context of downtown Marshall.
 - iii. The sign design does not confuse drivers, pedestrians or bicyclists as to the location of any businesses or uses.
 - iv. The placement of the sign will not conceal architectural details of the building, substantially block views of adjacent buildings or create a nuisance for upper-level users.
 - v. The proposed sign is compatible with adjacent uses and the existing or intended character of the surrounding neighborhood and will not have an adverse impact upon or interfere with development, use or enjoyment of adjacent properties.
- E. Appeal. The decision of the Planning Commission shall be final and may not be appealed to the Zoning Board of Appeals. However, the applicant may elect to submit a variance application.

[Language used elsewhere – why not here?:

Appeals. The Zoning Board of Appeals is authorized to hear and decide appeals where it is alleged by the appellant that there is an error in any order, requirement, decision, or determination made by the Inspector in connection with the enforcement of this Section. The Zoning Board of Appeals shall also have the power to authorize a variance from the strict application of this Section where the strict application would result in peculiar or exceptional practical difficulties to the person owning or having the beneficial use of the property. The relief may be granted provided it is without substantial detriment to the public good and without substantially impairing the intent and purpose of this Section. In considering applications, the Board shall follow the procedures contained in Section 7.8 of the Zoning Ordinance.]

4. **Conditions.** The Planning Commission may, in its consideration of a larger sign than would otherwise be permitted, require the removal of existing signage on a building, set a maximum total amount (square footage) of allowable signage for a site, and/or impose other conditions as necessary to ensure signage is cohesive with the district's context.
5. **Approval.** Once approved, no other application for an additional vintage sign may be approved for the same property. The sign shall not be altered in any way except as may be necessary for necessary maintenance or in the instance of a renaming. If the message on the sign must be altered, the Zoning Administrator may approve such a change provided the shape, size and style of lettering is the same or smaller. If a vintage sign approved by the Planning Commission is removed, any subsequent sign shall meet the requirements of this Article.

9.13 Planned Sign Program

1. **Applicability.** The Planning Commission may review and approve a Planned Sign Program for signs in a commercial or industrial zoning district.
2. **Purpose.** The purpose of a Planned Sign Program is to allow a greater degree of flexibility in sign design and display in cases where strict compliance with the requirements of this Article may not be feasible. Further, a Planned Sign Program is intended to be used for multiple signs for large project development areas and integrated complexes to ensure that the requested signs function in a coordinated fashion to meet the general intent for signs in the zoning district.
3. **Intent.** This Section shall not be used to circumvent the variance process or to simply permit larger, more visible, or additional signs than may otherwise be permitted by this Article, without any consideration for unique sign design and display or other conditions.
4. **Procedures.** The Planning Commission shall have the authority to approve alternative requirements for sign design, number, type, size, height, location and lighting, provided that the applicant fulfills the requirements of this Section.
 - A. **Eligibility.** A Planned Sign Program may be approved only for project sites larger than one (1) acre in size.
 - B. **Planning Commission Public Hearing.** The Planning Commission shall review the application for a Planned Sign Program at its regular meeting upon publishing a notice and notifying property owners pursuant to Section 103 (General Provisions) of the Michigan Zoning Enabling Act (P.A. 110 of 2006).
 - C. **Application.** Applications for a Planned Sign Program shall include, at a minimum, the following materials.
 - i. A narrative description indicating:
 - a. A statement demonstrating that the eligibility requirements are met.
 - b. The general design intent for proposed signs.
 - c. A description of how the signs are coordinated with proposed building architecture and compatibility with the surrounding development context.
 - d. A demonstration of how the requested Planned Sign Program fulfills the Standards for Approval.

- ii. The proposed locations, types, number, heights and sizes of all signs, indicated on scaled plans and/or building elevation drawings.
 - iii. Proposed materials, fabrication details and illumination proposed for sign structures and faces.
 - iv. A clear description of the Zoning Ordinance provisions for which a modification is requested.
- D. Standards for Approval. The applicant shall demonstrate, and the Planning Commission shall find, that each of the following standards are met before a Planned Sign Program may be approved.
- i. That the Planned Sign Program would result in a more attractive aesthetic setting, improved safety, provide more convenient identification for planned users, or other similar purposes that would not be achievable without deviations from the specific requirements of this Article;
 - ii. That the location and/or physical characteristics of the applicant's property or the needs for identification are unique when compared to other similarly situated parcels in the same zoning district and in the same vicinity;
 - iii. That the proposed Planned Sign Program substantially furthers the purposes and intent of this Section; and
 - iv. That approval of the Planned Sign Program would not create any adverse effects on one (1) or more properties in the vicinity.
- E. Appeal. The decision of the Planning Commission shall be final and may not be appealed to the Zoning Board of Appeals. However, the applicant may elect to submit a variance application.
5. **Amendments.**
- A. Minor modifications to a previously approved Planned Sign Program may be approved by the Zoning Administrator provided the general sign design, number of signs and dimensional requirements are maintained. Minor modifications include:
 - i. Changes in sign location of not more than five (5) feet;
 - ii. Changes to sign faces, provided that the face is no larger and materials are consistent with the approved sign; and
 - iii. Changes to landscaping and lighting.
 - B. An amendment to an approved Planned Sign Program that does not qualify as a minor modification shall be reviewed by the Planning Commission using the same process as the original application.

9.14 Non-Conforming Signs

- 1. A sign lawfully erected prior to the adoption of this Article or any applicable amendment thereto which does not meet the standards of this Article may be continued as a legal non-conforming sign, except as hereinafter provided. A legal non-conforming sign shall:
 - A. Not be substantially altered in structure so as to change the shape, size, location, type or design of the sign; "substantially altered" does not refer to normal maintenance, such as painting or a change in message panels.

- B. A non-conforming sign may remain as long as the sign is properly maintained and is not detrimental to health, safety and welfare. If damaged to an extent exceeding fifty (50) percent of its replacement cost, the sign shall not be repaired/replaced except in conformity with this Article.
- 2. If the owner of the premises on which a sign is located changes the location of a property line or sign so that a sign is rendered non-conforming, the sign must be removed or made to conform to the provisions of this Article.
- 3. If the activity, business or utilization of a non-conforming sign is communicating has been discontinued for one hundred eighty (180) days or longer, the Zoning Board of Appeals may declare the sign abandoned, following the standards in Section 7.7.6.B and require its removal or reconstruction to conform to the standards of this Article.
 - A. If a sign is declared abandoned, the owner shall have thirty (30) days to have the sign removed. If the sign is not removed within thirty (30) days, the Building Inspector may have the sign removed at the cost of the property owner.
- 4. A non-conforming sign may be replaced by another non-conforming sign of the same type and character so long as the new sign is reduced in total area by at least twenty-five (25) percent.

9.15 Administration and Enforcement

1. Enforcement.

- A. The sign provisions of this ordinance shall be administered and enforced by Zoning Administrator(s) or their designee.
- B. The Zoning Administrator(s) or their designee may enter at any reasonable time upon the premises where any sign is located. All sign violations shall be considered civil infractions. No criminal penalty shall be attached for violations except where a police officer has actually observed a criminal violation being committed.

2. Permits.

- A. For signs requiring a permit, the Zoning Administrator must issue a zoning permit prior to receiving a building permit to construct a sign.
- B. The zoning permit shall confirm that the sign meets the requirements of this Article and any additional requirements of the Zoning Ordinance.
- C. No person shall erect, place, relocate, alter or add to any sign for which a zoning permit is required without obtaining a building permit from the City Building Inspector. The Building Inspector may determine that certain types of signs do not require a building permit.

3. Plans and Specifications. No person shall erect or alter any sign for which a permit is required, except in accordance with the plans and specifications approved by the Zoning Administrator and Building Inspector.

4. Application and Permit Fee. Application for sign zoning permits shall show the name and address of the owner of the sign and the person responsible therefore and the location, type, sign height and sign area of the sign and shall contain a drawing or other rendering of the proposed sign. The application and permit fee shall be filed with the Zoning Administrator for investigation. If the Zoning Administrator finds that the sign conforms to all provisions of this Article and other relevant Sections of the Zoning

Ordinance, a permit shall be issued. The Zoning Administrator shall make a finding within ten (10) business days of filing the application.

5. **Fees.** The fee for sign permits shall be as adopted and amended from time to time by resolution of the City Council.
6. **Inspection.**
 - A. After being erected, each sign for which a permit is required, shall be approved and inspected by the Zoning Administrator for zoning compliance.
 - B. If, upon any inspection by the Building Inspector or Zoning Administrator, a sign is found to be unsafe or in a condition that does not comply with the provisions of this Ordinance, the Zoning Administrator shall give notice of the condition to the owner or the person responsible. Within thirty (30) days thereafter, the necessary repairs shall be made in order to bring the sign into compliance with this Chapter.
7. **Unsafe Conditions.** If a sign is found to be in such an unsafe condition that immediate repairs or the removal thereof are required, the Building Inspector shall take such precautions as may be necessary to protect the safety of the public in the use of the streets the cost of which shall be the responsibility of the owner.
8. **Maintenance.**
 - A. Signs, including the face, framing and all supports thereof, shall be kept and maintained in a safe condition, shall be adequately protected against corrosion and shall conform to all the provisions of this Ordinance.
 - B. Signs which are broken, torn, bent or whose supports are broken, bent or damaged and signs that are not reasonably level and plumb shall be repaired and installed in a manner prescribed by the Zoning Administrator and/or Building Inspector, but in no case shall repair requirements exceed building code requirements and the original condition of the sign and/or its supports.
 - C. All signs shall be maintained in good structural condition, in compliance with all building and electrical codes and in conformance with this Ordinance. Failure to comply with this Section may result in action by the Zoning Administrator or Building Inspector to rescind the permit with subsequent removal of the entire structure.
 - D. Signs shall be free from disfigured, cracked, ripped or peeling paint, poster paper or other material.
 - E. A sign shall not stand with bent or broken sign facing, with broken supports, with loose appendages or struts, or more than fifteen (15) degrees from vertical.
 - F. A sign shall not have weeds, trees, vines or other vegetation growing upon it, or obscuring the view of the sign from the public right-of-way from which it is to be viewed.
 - G. An internally illuminated sign shall not be allowed to stand with only partial illumination.
9. **Nuisance.** Any sign erected or displayed without a permit or any sign which does not comply with the provisions of this Chapter shall be deemed a hazard to the safety of the public and is declared to be a public nuisance and may be abated as permitted by law.

10. **Signs within Fire Limits.** No person shall erect a lighted or mechanical sign within the fire limits of the City unless the sign and supports therefore be entirely constructed of fire-resistant materials and complies with the provisions of the City's Fire Code.
11. **Obstruction Hazard.** No person shall erect, display or maintain any sign which obstructs any fire escape, building entrance or public passage, or at a horizontal distance of less than ten (10) feet from any fire hydrant or traffic light.
12. **Appeals.** The Zoning Board of Appeals is authorized to hear and decide appeals where it is alleged by the appellant that there is an error in any order, requirement, decision or determination made in connection with the enforcement of this Section. The Zoning Board of Appeals shall also have the power to authorize a variance from the strict application of this Section following the procedures contained in Section 7.8 of the Zoning Ordinance.

Section 4. Severability. It is the legislative intent of the City adopting this Ordinance that all provisions hereof shall be liberally construed to protect the public health, safety, and general welfare of the inhabitants of the City and all other persons affected by this Ordinance. Consequently, should any provision of this Ordinance be held to be unconstitutional, invalid or of no effect, such holding shall not be construed as affecting the validity of any of the remaining provisions of this Ordinance or Zoning Code, it being the intent of the City Council that this Ordinance shall stand and remain in effect, notwithstanding the invalidity of any provision hereof.

Section 5. Savings Clause. Except as specifically amended herein, all other provisions of the Marshall Zoning Ordinance shall remain in full force and effect.

Section 6. Conflicting Ordinance and Code Provisions Repealed. Any Marshall Ordinance, parts of Ordinances, or any Marshall Code provision in conflict or inconsistent with any of the provisions of this Ordinance shall be and is hereby repealed.

Section 7. Publication. This Ordinance shall be published in a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signatures of the Mayor and the City Clerk.

Section 8. Effective. This Ordinance is declared to be effective seven (7) days after publication or as provided by law.

Section 9. Code Edits. The editors of the Marshall Code are hereby authorized, subject to approval of the City Manager, Clerk, or Council authorized designee, to update and revise Code section numbers to effectuate the provisions of this Ordinance.

Adopted and signed this _____ day of _____, 2024.

James Schwartz, MAYOR

Michelle Eubank, CITY CLERK

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on _____, 2024, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Michelle Eubank, CITY CLERK



ITEM 6.E

TO: Planning Commission
FROM: Eric Zuzga, Director of Community Services
DATE: June 12, 2024
SUBJECT: ZONING ORDINANCE AMENDMENTS

The Planning Commission has discussed potential improvements to the B-4 and FS Zoning District height maximums as well as the addition of financial institutions with drive-throughs to the B-4 Zoning District. At its May 8th meeting, the Planning Commission reviewed the draft ordinance and the consensus was that the ordinance was sufficient to meet their desired changes. To continue the process, a public hearing was scheduled for June 12, 2024, to consider a recommendation on the ordinance to the City Council.

After receiving public comment, the Planning Commission will need to consider the draft ordinance. There are three options: approve as presented, approve with amendments, or table the ordinance for further work or discussion. Staff recommends approval of Ordinance 2024-8, as presented, which would increase the maximum height in these two districts and would add drive-through financial institutions as a permitted right in the B-4 Zoning District.

RECOMMENDATION:

Recommend approval of Ordinance 2024-8, which updates the B-4 and FS Zoning District regulations, to the City Council.

CITY OF MARSHALL, MICHIGAN

ORDINANCE #2024-__

PREAMBLE

AN ORDINANCE TO AMEND CITY OF MARSHALL ZONING CODE, CHAPTER 3.0 ZONING DISTRICTS, SECTION 3.1.10, B-4 REGIONAL COMMERCIAL DISTRICT AND SECTION 3.1.11, FREEWAY SERVICES DISTRICT, TO REPEAL ANY ORDINANCES IN CONFLICT THEREOF, AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

THE CITY OF MARSHALL HEREBY ORDAINS:

Section 1. Title and Purpose. This Ordinance shall be titled as the “Zoning Ordinance Amendments, Chapter 3.0, B-4 Regional Commercial District and FS Freeway Service District.”

The purpose of this ordinance is to amend the City of Marshall Zoning Ordinance, Chapter 3.0, Section 3.1.10, to add to Special Land Uses Banks to allow for financial institutions with accessory drive-through facilities and to amend subsection D Development Standards - Building Height 35 ft. or 60 ft. if greater than 500 ft from R-1, R-2, or R-3 Zoned parcels; and further to amend Section 3.1.11 “FS Freeway Service District”, subsection D Development Standards - Building Height Building Height 35 ft. or 60 ft. if greater than 500 ft from R-1, R-2, or R-3 Zoned parcels.

Section 2. Amendment to Chapter 3.0 Zoning Districts. That **Chapter 3.0, Zoning Districts** of the Marshall City Zoning Code, Section 3.1.10 “B-4 Regional Commercial District”, is hereby amended to add the following to subsection “C Special Land Uses”:

x. Banks and financial institutions with accessory drive-through facilities

Section 3. Amendment to Chapter 3.0 Zoning Districts. That **Chapter 3.0, Zoning Districts** of the Marshall City Zoning Code, Section 3.1.10 “B-4 Regional Commercial District”, subsection “D Development Standards” - Building Height is hereby amended as follows:

Building Height: 35 ft. or 60 ft if greater than 500 ft from R-1, R-2, or R-3 Zoned parcels

Section 4. Amendment to Chapter 3.0 Zoning Districts. That **Chapter 3.0, Zoning Districts** of the Marshall City Zoning Code, Section 3.1.11 “FS Freeway Service District”, subsection “D Development Standards” - Building Height is hereby amended as follows:

Building Height: 35 ft. or 60 ft if greater than 500 ft from R-1, R-2, or R-3 Zoned parcels

Section 5. Severability. It is the legislative intent of the City adopting this Ordinance that all provisions hereof shall be liberally construed to protect the public health, safety, and general

welfare of the inhabitants of the City and all other persons affected by this Ordinance. Consequently, should any provision of this Ordinance be held to be unconstitutional, invalid or of no effect, such holding shall not be construed as affecting the validity of any of the remaining provisions of this Ordinance or Zoning Code, it being the intent of the City Council that this Ordinance shall stand and remain in effect, notwithstanding the invalidity of any provision hereof.

Section 6. Savings Clause. Except as specifically amended herein, all other provisions of the Marshall Zoning Ordinance shall remain in full force and effect.

Section 7. Conflicting Ordinance and Code Provisions Repealed. Any Marshall Ordinance, parts of Ordinances, or any Marshall Code provision in conflict or inconsistent with any of the provisions of this Ordinance shall be and is hereby repealed.

Section 8. Publication. This Ordinance shall be published in a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signatures of the Mayor and the City Clerk.

Section 9. Effective. This Ordinance is declared to be effective seven (7) days after publication or as provided by law.

Section 10. Code Edits. The editors of the Marshall Code are hereby authorized, subject to approval of the City Manager, Clerk, or Council authorized designee, to update and revise Code section numbers to effectuate the provisions of this Ordinance.

Adopted and signed this _____ day of _____, 2024.

James Schwartz, MAYOR

Michelle Eubank, CITY CLERK

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on _____, 2024, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Michelle Eubank, CITY CLERK