

PLANNING COMMISSION AGENDA

Regular Meeting

September 11, 2024 at 7:00 PM



- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **APPROVAL OF MINUTES** - Items can be added or deleted from the Agenda by board action.
 - A. **MINUTES OF AUGUST 14, 2024 PLANNING COMMISSION MEETING**
- 4) **APPROVAL OF AGENDA** - Items can be added or deleted from the Agenda by board action.
 - A. **AGENDA OF SEPTEMBER 11, 2024 PLANNING COMMISSION AGENDA**
- 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**
- 7) **OLD BUSINESS**
- 8) **REPORTS AND RECOMMENDATIONS/NEW BUSINESS**
 - A. **2023 COMMUNITY SERVICES DEPARTMENT ANNUAL REPORT**
 - B. **VALLEY VIEW SITE CONDOMINIUM FINAL APPROVAL**
- 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

August 14, 2024
Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Wednesday, August 14, 2024 at 7:00 PM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall Planning Commission was called to order by Vice Chair Banfield.

2) ROLL CALL

Roll was called:

Present: Vice Chair Banfield, Bright, Fitzgerald, Hodo, and Stewart

Also Present: Council Liaison Wolfersberger, Director Zuzga, Director Davenport, Jeff Keesler from Mckenna, and Deputy Clerk Pickford.

Absent: Chair McNiff, Burke-Smith, Longyear, Zuck.

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

A. AUGUST 14, 2024 AGENDA APPROVAL

Moved by Ian Stewart, supported by Tim Fitzgerald to approve the agenda as presented
On a voice vote: **MOTION CARRIED.**

4) CONSENT AGENDA - Items can be added or deleted from the Agenda by board action.

Moved by Tim Fitzgerald, supported by Aron Hodo to approve the consent agenda with the amendment to the June 12, 2024 meeting minutes to reflect the correct spelling of a name held within. On a voice vote: **Motion carried.**

A. MINUTES OF JUNE 12, 2024 PLANNING COMMISSION MEETING

Moved by Ian Stewart, supported by Tim Fitzgerald

B. PLANNING COMMISSION RULES OF PROCEDURE UPDATE

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.

Andrea Hall of 1102 O'Keefe began by thanking for the revisions to the site plan to include trees on each lot, but emphasized the importance of mature foliage in addition to the smaller trees being added. Mrs. Hall also spoke on the expansion of lot 25 to meet the minimum requirements. Mrs. Hall spoke about the high-density of the proposed neighborhood not meeting the surrounding community esthetics. Mrs. Hall further voiced concern about the drainage, requesting the future HOA be held responsible for upkeep and maintenance to ensure timely repairs. Further, Mrs. Hall requested plans in place for hazard control and future inspections to prevent issues. Mrs. Hall voiced her disappointment in not knowing about the speaking time being depleted from five (5) minutes to three (3) minutes. Lastly, Mrs. Hall suggested each lot have cisterns and plans for mosquito control. She concluded by requesting further clarification on personal

liability vs City responsibility, citing the possibility for issues with up-keep due to the responsibility not being clear.

Dustin Hall of 1102 O'Keefe voiced his disappointment in the approval of the preliminary site plan after the questionable practices of the engineer and developer, which he stated the board did recognize at the previous meeting. Mr. Hall stated that the developer did not meet the July 20th deadline to present the plan changes and that according to the deadline the plan would need to be proposed for approval at the September meeting.

6) PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION

7) OLD BUSINESS

8) REPORTS AND RECOMMENDATIONS/NEW BUSINESS

A. COMMUNITY ENGAGEMENT PLAN UPDATE

Staff Zuzga presented the Community Engagement Plan to the board.

Staff Findings and Recommendations

A component of the Redevelopment Ready Communities program is the requirement that each certified community have a community engagement strategy and report on the engagement activity (new to the program). Staff have worked with our consultants from Progressive Companies to review our current plan and update to meet RRC standards and best practices. The document was reviewed by the Master Plan Steering Committee at their meeting on July 20th and the City Leadership Team earlier in July. The Planning Commission should review and approve the Plan at the August 14th meeting.

Approve the updated Community Engagement Plan and forward to the City Council for final approval.

Moved by Ian Stewart, supported by Carter Bright to Approve the updated Community Engagement Plan and forward to the City Council for final approval. On a voice vote: **Motion Carried**

B. ORDINANCE 2024-09- SIGN ORDINANCE

Staff Zuzga presented the staff findings and recommendations to the board.

Tim Banfield spoke on the previous sign ordinance update taking 6 years to be approved by the board. Further, Tim spoke about the efficient development of the ordinance this time.

Staff Findings and Recommendations

After the public hearing at the last meeting, Jason Ball and I took your direction and have provided an updated ordinance. The requested changes on the LED signs that were discussed have been included. The ordinance is ready for a final recommendation for the City Council.

Approve Ordinance 2024-9, which would update the City's sign regulations and remove

them from Article 5- Site Standards and create Article 9-Signs.

Moved by Tim Fitzgerald, supported by Aron Hodo to Approve Ordinance 2024-9, which would update the City's sign regulations and remove them from Article 5- Site Standards and create Article 9-Signs. On a voice vote: **Motion Carried**

C. SP #24.02 16500 DIVISION DR SITE PLAN

Director Zuzga presented the storm water plans to the board and concluded by briefly describing the staff recommendation.

Director Davenport explained the plans were reviewed and approved by our City consultant. Director Davenport further validated the staff recommendation and voiced her approval of the plan as presented. Director Davenport continued by explaining the county Technical Reference Manual (TRM) and how the developer would be required to meet the County standards held in the TRM per the City's ability to enforce the regulations held therein. Director Davenport explained the plans submitted are a detention plan to keep water from every impervious surface on-site.

Commissioner Stewart questioned which of the guidelines were more stringent when comparing the city to the county.

Director Davenport explained the county regulations are more stringent.

Vice Chair Banfield questioned Director Davenport on the possibility to build pipeline out to the site.

Director Davenport confirmed the ability to build pipeline citing the high cost as a deterrent.

Commissioner Stewart commented on the development meeting the current requirements, while emphasizing the board's previous suggestion to go above and beyond the minimum. Commissioner Stewart cited the current storm trends and the intensifying weather patterns in the last year versus historical trends. Concluding that doing more now that goes above the minimum would be easier than fixing issues later.

Director Davenport validated the severe weather trends confirming that the county TRM will adopt updated requirements to meet those trends.

Council Liaison Wolfersberger explained that the City has the builders held culpable for the storm water and requested Director Davenport speak on some of the pros and cons of that policy.

Director Davenport explained the largest challenge for municipalities is funding. The maintenance costs for the ever-growing and developing systems are typically received from the general fund. Director Davenport detailed the purpose of Act 51 dollars and the lack of billing to support continuous funding. She explained that the HOAs and developers are creating the impervious services requiring the draining and the City believed they should be responsible for maintaining what they created.

Vice Chair Banfield spoke about the geographical soil differences throughout the area. Referencing the four inches of local rainfall recently and how it was absorbed in hours locally where other surrounding municipals would hold the standing water for weeks.

Commissioner Bright questioned the responsibility of maintenance of the system in 20 years and if that would differ from now.

Director Davenport explained that the responsibility of the maintenance is tied into the deed. Furthering that as the property ownership evolves over time, the responsibility of the storm water system remains with the property instead of a specific entity.

Vice Chair Banfield referenced the biggest and best example of this system in action is at the current Blue Oval Battery Park site.

Director Davenport further described how the detention system is designed so the water will not discharge, but will remain on site.

Staff Findings and Recommendation

Case #: SP#24.02
Address: 16500 Division Drive
Parcel #: 53-003-025-00
Zoning District: Research and Technical District (I-1), pending conditional rezoning to Multiple Family Residential (MFRD)
Surrounding Zoning: Township Rural Agriculture (RA) to the north, I-1 to the west, south and east
Surrounding Uses: Single family residential to the north; industrial to the west, south, and east
Previous Action: Conditional Rezoning recommended at June 10, 2024 Planning Commission meeting and approved by Council at July 15, 2024 meeting.

Integra Homes has submitted a site plan for the development of two duplex units on this parcel.

Development Review Team

The City Development Review Team has reviewed the site and have provided the following comments:

1. The site information shows 'number of stories: 1' but is being called Duplexes. – Verify number of stories.
2. The closest fire hydrant appears to be east of Brooks Drive and across the street – Identify need to extend hydrant(s) service into complex. To be fitted with 5" Storz.
3. Establish Fire Lane – No Parking along 116.7' NE face of driveway, from the 46.2' center width to the eastern driveway border. Other drive dimensions appear okay.
4. Identify fire separation and / or suppression requirements within and between addresses.
5. Identify if electric service will create overhead obstruction.
6. Identify if gap between buildings allows access to gas shut-off at rear of buildings.
7. Out of curiosity, is there a requirement to fence off the marsh area?
8. There is no existing sanitary sewer lateral serving the property. Contractor will need to connect at the manhole shown on sheet C103. Sanitary forcemain shall remain the responsibility of the property owner. City will have no responsibility for the forcemain or sanitary pumps from the building to the manhole.
9. Water will need to connect to a shut-off in the Brooks Drive ROW.

Storm Water Review

The City has contracted with the Spicer Group to complete storm water review on all site plans. The following comments and recommendations were provided by Chris Mattson, PE, our Project Manager for these reviews:

We have the following comments that we recommend be addressed prior to approval.

1. The water treatment volume needs to be calculated and a BMP needs to be designed to address this volume. This volume is the larger of (1) runoff from the first inch of rain over the site and (2) the increased runoff volume of the proposed site when compared to the existing during the 2-year, 24-hour storm.

2. It appears that the site is proposing a retention basin without a positive outlet. It is not clear what storm event this is sized for with the provided stormwater calculations.
 - a. If a retention design is proposed, storage volume shall be calculated and provided for the 100-year 24-hour storm event.
 - b. Test pit and infiltration testing shall be provided for the underlying soils to prove that infiltration is possible.
 - c. A *No Outlet Certificate* shall be provided to demonstrate that no positive outlet is available.
3. The site drains directly to a wetland area on-site and does not appear to have an available public outlet. It is difficult to evaluate this design as an approvable option without an understanding of the likelihood that the wetland area will overtop Division Drive or negatively impact the home at 16722 Division Drive.
 - a. Does this wetland area have a hydraulic connection to an area downstream of it?
 - b. The volume of this wetland area should be determined.
 - c. The contributing area of the wetland area should be delineated to calculate the amount of runoff it will receive from adjacent properties.
4. A review of the adjacent wetland should be performed to understand if it is regulated by EGLE. This project may require a wetlands permit from EGLE.

Spicer is still working with the applicant's engineer to address these issues. I will provide an update at the meeting on their progress.

PLANNING COMMISSION CONSIDERATIONS

Staff have reviewed the site plan based on the requirements of the B-4 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:

Two-family dwellings and boarding houses shall be subject to the following:

1. The size and architectural design shall be in harmony with the surrounding neighborhood and shall not be detrimental to the future use or development of adjacent lots.
2. Any refuse and garbage collection area or devices shall comply with Chapter 50 of the City Code of Ordinances.
3. The Planning Commission may limit the density of such units in a single neighborhood upon determining that additional uses of this type would undermine the purpose

The proposed plans meet all of these standards.

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 was complete and accurate.

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 site is developed to maximize the amount of developable land and minimize the impact on the wetlands that comprise a majority of the property.

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.

There are no sidewalks or pedestrian pathways in the area. Pedestrian access is not provided to the site. The Planning Commission will have to provide a waiver to the sidewalks' requirement.

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.

Access to the site is limited to one driveway off of Division Dr. The site as designed provides more than enough drive and parking spaces. The design should minimize conflicts with the surrounding parcels.

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.

Parking is in compliance with the ordinance.

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

The design and architecture of the building have been submitted and are attached. Staff believe that the proposed site will be harmonious with the 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.

Landscaping provided as required.

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

Exterior lighting will be minimal and is not a primary issue for residential units.

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 impact of the project on public services is expected to be minimal.

Approve SP #24.02- 16500 Division Dr to allow for the construction of two duplexes on the property per the findings listed above.

Moved by Aron Hodo, supported by Tim Fitzgerald to Approve SP #24.02- 16500 Division Dr to allow for the construction of two duplexes on the property per the findings listed above with the condition of final review by City Engineer. On a roll call vote: **Motion**

Carried.

Ayes: Tim Banfield, Tim Fitzgerald, Carter Bright, Ian Stewart, Aron Hodo

Nays: None

Abstain: None

D. VALLEY VIEW SITE CONDOMINIUM PLAN REVIEW

Staff Zuzga presented the people in attendance to speak on the Valley View Development including the following. City attorney, Joe Colaianne from Clark-Hill law firm, developer, Ben from Allen Edwin Homes, as well as engineer, Dan Lewis from VK Civil. Director Zuzga addressed the due date referenced during public comment. He stated that the July 20th deadline was for internal review only and that it was not held as a hard deadline. Director Zuzga introduced Jeff Keesler with McKenna, who will be attending meetings moving forward, and his team will provide staff level reviews and will be working as the acting Zoning Administrator for the City projects in the interim of Eric's absence.

Jeff Keesler greeted the board and advised that he and his team will be stepping in as the review team in the interim of Eric's absence. Jeff reported that he and his team would send a review and recommendation to the board via Jennifer, one week prior to the September meeting. When reviewing the plans for Valley View, Jeff presented the reported concerns by his team. The first concern Jeff proposed to the board and developers was the lack of continuity between the two developments. Jeff proposed the development of a walking path to connect both developments. The second concern was that the entrance comes from the wide/busy road and then continues to narrow drastically. He requested additional information on this decision in the plan.

Dan Lewis, engineer, reported that the road meets the standards and the 50' taper was referenced from the recent development with the same approach on Rebecca Street.

Jeff Keesler voiced concerns on street parking interfering with the maneuverability of emergency vehicles.

Dan Lewis explained the plans for a sidewalk discouraging pedestrian travel in the street.

Director Davenport explained the ability for a bond to fund the infrastructure of Mann road to narrow and tie into the development. Director Davenport further cited Mann road's poor condition being due to the long term use going above what it was intended for.

Jeff Keesler asked for updates on the retention pond from the developer or engineer.

Dan Lewis commended the recommendation to pull soil bore samples from the pond location on site. Mr. Lewis explained the detention pond and the updated plans submitted on piping. Mr. Lewis also detailed the new landscape plans meeting current requirements.

Vice Chair Banfield questioned if on-street parking would be allowed in the development.

Directors Zuzga and Davenport clarified that street parking would be allowed but not overnight.

Vice Chair Banfield questioned who would be responsible for the street parking signage and the maintenance of the proposed connecting sidewalk.

Dan and Ben both commented on the water main easement at the proposed sidewalk location and that the maintenance of seasonal care and upkeep would be the responsibility of the HOA.

Director Davenport clarified that if the water main needed to be accessed for repair, then the City would remove and replace it at their cost.

Vice Chair Banfield questioned the staff and developers about the requirement for screening of the neighboring residential homes.

Staff Zuzga clarified that there are no mandates at this time and the current requirements are being met by the plan submitted.

Director Davenport provided information on part of the bond being for a sidewalk.

Commissioner Stewart questioned if any sidewalk was planned for Mann Road.

Staff Zuzga and Director Davenport confirmed that a sidewalk on Mann Road was not planned at this time. However, he explained that as the County continues a project with the State Farm project, a reassessment will take place. Staff Zuzga explained that the goal, at this time, is to develop the easiest path to Gordon.

Commissioner Stewart asked Dan if there were berms planned on the north edge of the development during construction since they were not reflected in the submitted plans.

Dan Lewis confirmed that there is no berm planned but that the plan is for a ditch on the developers' side that would collect and move to the pond with overage going to the city's storm water system.

A further discussion was had between Vice Chair Banfield, Dan Lewis, Commissioner Stewart, and Director Davenport detailing the water track and process of creating swales at the beginning of construction. Further discussion by Director Davenport was had emphasizing the county-level requirement to maintain the swales throughout construction.

Vice Chair Banfield questioned the total timeline for the proposed site.

Dan Lewis confirmed the total timeline of 2-3 years with the start being spring for Valley View 1.

Staff Zuzga requested the board hear from Joe, attorney with Clark-Hill, regarding the deed verbiage mentioned earlier.

Joe Colaianne spoke on his previous qualifications and other pertinent background information while introducing himself to the board. He spoke in agreement of Staff Davenport's previous statements about the funding being a prominent hurdle for municipalities. Mr. Colaianne, referenced the master deed verbiage and its application to the public comments/concerns for liability and maintenance. If maintenance is not held to standards, the City would provide the HOA with a 30-day notice to repair, then the City would fix the issues and bill the HOA. If left unpaid, the fees would move onto the taxes. Joe also explained the master deed provides safeguards to keep the HOA to the same standards regardless of changing hands over time.

Commissioner Stewart questioned the City guidelines changing over time and how the development would be required to meet the new standards or if there would be grandfather laws for them and if these questions would be addressed before approval.

Vice Chair Banfield asked what the staff was recommending from the board at this time.

Staff Zuzga and Jeff Keesler Staff Zuzga stated that at his time no action is being asked of the board, only discussion. Jeff advised that a plan would be available to the board one week before the September meeting. Eric also encouraged the board to reach out to staff. Director Davenport also created a pager to keep everyone updated on the City website.

Vice Chair Banfield explained that Director Davenport is a wonderful resource for specific questions and encouraged the board to utilize her knowledge.

Staff Findings and Recommendation

The revised Valley View Site Condominium plan is attached for your consideration. City staff and our consultants will be in attendance to discuss the plans with the Planning Commission. I am not asking the Planning Commission for approval at this meeting, it is just being scheduled for discussion and review. Final approval consideration is anticipated at the September 11, 2024 Planning Commission.

Schedule Final Approval of the Valley View Site Condominium for the September 11, 2024 Planning Commission meeting.

- 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.

Eric Zuzga of _____ thanked the board and Liaison Wolfersberger for the last 5 years explaining how much had been learned from everyone. Mr. Zuzga spoke about his love and appreciation for Marshall and the City staff. He explained that his new opportunity is better for his family and was not expected or planned. Concluding, Mr. Zuzga offered for those with questions on projects to reach out to him.

10) **BOARD REPORTS**

Member Stewart spoke about the exchange st, copper bar, & library parking lot being an improvement to the community.

Vice Chair Banfield spoke on the positive involvement of the City in the farmer's market and the great use of space to host the weekly market.

Liaison Wolferberger spoke about the positive overview of the upcoming election and those running for positions.

Vice Chair Banfield addressed Mr. Zuzga on his importance to the Board and thanked him for all the guidance to the members of the board. Contributing the success of the planning commission to the contribution and effort Eric put into making them better. Tim also asked Eric to pass along his thanks to Eri's wife for her time serving on the board. Concluding by wishing Eric luck on his future position.

11) **ADJOURNMENT**

The meeting was adjourned at 8:16PM.

Respectfully submitted by,

Jennifer Pickford
Deputy Clerk



ITEM 8.A

TO: Planning Commission
FROM:
DATE: September 11, 2024
SUBJECT: 2023 COMMUNITY SERVICES DEPARTMENT ANNUAL REPORT

RECOMMENDATION:
Accept the 2023 Community Services Annual Report



**DEPARTMENT OF COMMUNITY SERVICES
2023 ANNUAL REPORT FOR THE
PLANNING COMMISSION, JOINT PLANNING COMMISSION,
AND ZONING BOARD OF APPEALS**

Submitted by Eric Zuzga, Director of Community Services

August 15, 2024

Introduction

The [Michigan Planning Enabling Act](#) (MPEA) allows for the establishment of local Planning Commissions, master plans, and other associated activities. The City of Marshall's Planning Commission is established in local ordinance 151.02 and consists of nine (9) members. The Planning Commission is responsible for:

- Developing the community's master plan which provides a framework for orderly growth and redevelopment.
- Creating a zoning ordinance to translate master planning goals to land use regulations.
- Reviewing and approving development requests (site plans and special land uses)
- Drafting a capital improvements plan
- Studying special topics or conducting other special projects as requested by the governing body

This report contains a record of the Department of Community Service's activity over the past year. Highlights of the commission's work include:

- Creation of a new zoning district for major industrial sites
- Nine (9) Site Plan Approvals
- Four (4) Property Rezoning
- Two (2) Special Land Use Approvals
- Two (2) Dimensional and three (3) Use Variances
- Preparing for the Master Plan Process

Membership

Planning Commission members for this reporting period were:

Name	Meetings Attended	Member Since	Term Expires	Voting Member
Tim Banfield, Chair	6/7	9/1/2000	11/1/2024	Yes
Lisa McNiff	5/7	10/7/13	11/1/2025	Yes
Julie Burke Smith	4/7	12/7/2009	12/13/2022	Yes
Jim Zuck	2/7	5/21/2012	11/1/2025	Yes
Tim Fitzgerald	7/7	10/18/2021	11/1/2024	Yes
Ian Stewart	1/1	11/20/2023	11/1/2026	Yes
Chris Longyear	4/7	11/1/2021	11/1/2024	Yes
Carter Bright	1/1	11/20/2023	11/1/2026	Yes
Christine Zuzga	3/6	10/19/2020	11/1/2023	Yes
Stephanie Hall	5/6	11/16/2020	11/1/2023	Yes
Katy Reed	5/6	10/21/2019	11/1/2023	Yes
Scott Wolfersberger, Ex Officio	N/A	N/A	N/A	No

Hall, Reed, and Zuzga did not seek re-appointment to the Planning Commission. Bright and Stewart were appointed to fill two of these positions.

Joint Planning Commission

The Joint Planning Commission reviews and advises the City Council on matters like site plans for new developments and zoning issues on properties that have been transferred into the City via PA 425 agreement. This board has 6 regular members, 3 city and 3 township, appointed from the respective Planning Commissions.

Name	Meetings Attended	Represents
Tim Banfield, Chair	3/3	City
Katy Reed	2/3	City
Julie Burke Smith	3/3	City
Tim Fitzgerald, Alternate	1/3	City
Robert Lyng	3/3	Township
Phyllis Gresley	3/3	Township
Kevin Hoffman	2/3	Township
Joanna Johnson, Alternate	1/3	Township

Hoffman recused himself from a meeting due to a conflict of interest and Reed's term expired prior to the November meeting.

Zoning Board of Appeals (ZBA)

The ZBA hears requests for variances from the ordinance when a request has been denied by the Planning & Zoning Administrator or Building Official. This board of 5 regular members, plus 2 alternate members, is made up of local volunteers with various backgrounds, especially in law

Name	Meetings Attended	Term Expires	Voting Member
Justin Fisher-Short, Chair	3/3	3/10/2027	Yes
Russ Byrne	2/3	3/10/2027	Yes
Arthur Hill	3/3	3/10/2025	Yes
Jeff Karns	3/3	3/10/2025	Yes
Jeff Daily	2/3	3/10/2026	Yes
Scott Wolfersberger	3/3	3/10/2027	Yes

Daily resigned from the ZBA prior to the December meeting.

Meetings

The MPEA requires that local Planning Commissions meet at least four times a year. The City of Marshall's Planning Commission meets on the second Wednesday of the month and held seven (7) meetings during the year. A summary of meeting activity is below:

Meeting Date	Summary
January 11	New Zoning District Creation, One Rezoning, 2023-2024 CIP Approval
February 8	Two Site Plan Reviews
April 12	One Special Land Use and Site Plan Review, Potential Zoning Ordinance Changes in B-4 Zoning, Master Plan RFP Discussion
June 14	One Special Land Use and Site Plan Review
July 12	One Site Plan Review
September 13	Three Site Plan Reviews, Two Rezonings
December 13	2024-2025 CIP Approval, Site Plan Review

The Joint Planning Commission meets on the second Tuesday of the month and is held as needed. A summary of meeting activity is below:

Meeting Date	Summary
April 25	Ford Blue Oval Battery Plant Rezoning
September 12	Rezoning on West Hughes
November 14	Tractor Supply Site Plan

The Zoning Board of Appeals meets on the third Thursday of the month and is held as needed. A summary of meeting activity is below:

Meeting Date	Summary
January 19	Two Dimensional Variances
March 16	One Dimensional and One Use Variance
December 14	Use Variance

Master Plan Status

The Planning Commission is responsible for regularly reviewing and updating the master plan to ensure it continues to be relevant to the community's needs. The community's current master plan [2015 City Master Plan](#) was adopted on June 10, 2015. The MPEA requires a formal review (and update or reaffirmation) occur at least every five years. The Planning Commission formally reviewed the Master Plan in 2020 and reaffirmed that it was still relevant for the City with the intention to update the Master Plan following the retirement of the City Manager and the current Mayor deciding not to run for re-election in 2022. We intend to issue an RFP and update the Master Plan in 2024/2025.

In addition to the MPEA-required five-year review, the community's efforts to maintain alignment with the [Redevelopment Ready Communities](#) Best Practices includes annual progress assessments to determine if the community is on track for meeting the plan's goals and actions. The following is a table of actions planned for 2024 or currently underway.

#	Goal	Action Item	Lead	Target	Status
1.B.1	Maintain Character of Community	Identify the specific uses the City finds appropriate for historic buildings in areas of the NHLD	Community Services/ MAEDA	2023-2024	Multiple projects In progress
2.B.1	High Standards for Aesthetics & Design	Consider developing a W. Michigan Corridor Plan to provide detailed recommendations for development and redevelopment, including streetscape enhancements and access management improvements	Public Services	2025	Discussion as part of Master Plan update
2.C.1	High Standards for Aesthetics & Design	Continue to promote façade and building improvements and encourage renovation and restoration of Downtown buildings.	DDA	2023-2025	Ongoing, Façade program reinvigorated
3.A.3	Housing	Review and amend, if necessary, existing blight and property maintenance ordinances and improve enforcement efforts throughout the City's neighborhoods.	Police, Building Dept	2025	Police assigned code. Building Dept to explore enforcement options

3.D. 1-3	Housing	Promote Upper story Downtown Building Renovations for housing- including funding	Community Services/ MAEDA	2023-2026	Ongoing
4.A.1	Commercial Center	Identify Priority Redevelopment Sites for RRC	MAEDA/Council	2024-2025	Initial work done, to include in Master Plan update
4.D.2	Commercial Center	Attract New Businesses to Marshall	MAEDA/MEDC/ City staff	2023-2026	Ford project announced, 2 new banks approved, other development in progress
5.A.1	Employment Base	Review and amend, where applicable the zoning ordinance to permit growth industries such as industrial greenhouse uses, food production facilities, and other manufacturing and technology industries	Community Services	2023	New I-3 District Created for MAJOR Campus
7.A.1	Transportation	Develop a comprehensive non-motorized transportation plan	Public Services, Community Services	2024	Included in Master Plan RFP

Zoning Ordinance Amendments & Rezoning

Zoning is the legal mechanism which turns planning goals into reality via development regulations. It is imperative that a community maintain an up-to-date zoning ordinance which aligns with those goals and addresses emerging trends. Throughout the year, the Planning Commission discussed the following amendments:

Topic	Summary	Status
Major Industrial Sites Zoning District (I-3)	The commission drafted a proposed ordinance which	Recommended: Yes Adopted by Council: Yes
B-4 Zoning Changes	Staff suggested raising the maximum building height in the B-4 District to allow for four story hotels. PC suggested that the idea be studied more and surrounding residential areas protected	Recommended: No Adopted by Council: No

The Planning Commission and Joint Planning Commission are also responsible for making recommendations on rezoning requests. Such requests must align with the master plan's future land use map or acknowledge there have been changes since the last master plan was approved.

Address	Existing Zoning	Requested Rezoning	Planning Rec.	Council Decision
211 Spruce Street	Research & Technology (I-1)	Regional Commercial (B-4)	Yes	Yes
13700 West Michigan	Township Zoning	Industrial & Manufacturing Complex (I-3)	No	Yes
913 Industrial Drive	Residential Estate (R-1)	Multiple Family Residential (MFRD)	Yes	Yes
14555 18 ½ Mile Road	Suburban Residential (R-2)	Public/Semi-Public Services (PSP)	Yes	Yes
West Hughes	Township Zoning	Multiple Family Residential (MFRD)	Yes	Yes

Site Plan Reviews & Variances

Site plan review is a primary role of the Planning Commission and Joint Planning Commission and helps ensure that new development in the community aligns with the zoning ordinance requirements. Prior to Planning Commission review, staff conducts an internal review process as well. When needed, variances are considered by the Zoning Board of Appeals.

Project Type	Location	Description	Status
Site Plan Review	106 Winston Park Drive	New American 1 Credit Union facility	Approved by Planning

			Commission on February 8
Site Plan Review	211 West Spruce Street	New event center (Millhaven)	Approved by Planning Commission on February 8
Site Plan Review	421/423 Mitchell Street	New Self-Storage Facility	Approved by Planning Commission on April 12
Site Plan Review	902/1102 West Hanover Street	New Self-Storage Facility	Approved by Planning Commission on June 14
Site Plan Review	1111 Arms Street	New Marshall Tire facility	Approved by Planning Commission on July 12
Site Plan Review	14555 18 ½ Mile Road	Expansion of County Juvenile Facility	Approved by Planning Commission on September 13
Site Plan Review	14555 18 ½ Mile Road	Solar Field Addition at County Juvenile Facility	Approved by Planning Commission on September 13
Site Plan Review	1114 West Michigan Avenue	New Consumers Credit Union Facility	Approved by Planning Commission on December 13
Site Plan Review	15859 West Michigan Avenue	New Tractor Supply Store in 1/3 of a former Kmart Building	Approved by Joint Planning Commission on November 14
Special Land Use	421/423 Mitchell Street	New Self-Storage Facility	Approved by Council (PC Rec: Approve) on April 17
Special Land Use	902/1102 West Hanover Street	New Self-Storage Facility	Approved by Council (PC Rec: Approve) on July 17

Use Variance	302 North Madison Street	Use of residential home as a construction office for Oaklawn projects	Approved by ZBA on March 16
Use Variance	1114 West Michigan Avenue	Allow a drive-through at a new bank	Approved by ZBA on December 14
Dimensional Variance	115 South Eagle Street	Request for a larger projecting sign	Approved by ZBA on March 16
Dimensional Variance	423 Mitchell Street	Setback reductions and parking deferment for a self-storage facility	Approved by ZBA on January 19
Dimensional Variance	1102 West Hanover Street	Setback reductions for a self-storage facility	Approved by ZBA on January 19

Public Engagement Summary

Redevelopment Ready Communities Best Practice 1.4 includes an annual summary of public engagement activity in the community, guided by the community's goals and tools outlined in an adopted public participation plan; City of Marshall's [Community Engagement Statement](#) was adopted in 2015.

Highlight from the past year include:

- Public hearing for the creation of the I-3 Zoning District
- Public hearing at Planning Commission (or Joint Planning Commission) and City Council on five (5) Rezoning Requests.
- Public hearing at Planning Commission and City Council on the two (2) Special Land Use Requests
- Public hearing at Zoning Board of Appeals on five (5) Variance Requests

Training Update

Redevelopment Ready Communities Best Practice 4.6 supports the creation of training plans for community officials. Training is essential to providing the community with the tools needed to achieve local goals. The development of a training plan for each board is in process and will be adopted in 2024. The Planning Commission planned an orientation and training session in January 2024.

Economic Development Plan Status

In 2016, the city adopted an Economic Development Plan as part of its efforts to meet RRC certification. In addition to the Master Plan required five-year review, the community's efforts to maintain alignment with the Redevelopment Ready Communities Best Practices includes annual progress assessments to determine if the city is on track to meet the Economic Development Plan's goals and actions. The following is a table of actions planned for 2024 or currently underway.

#	Goal	Action Item	Lead	Target	Status
1	Expanded Utilities to Strategic Locations	Expansion of utilities to serve Ford/MAJOR Campus	MAEDA/Public Services/Community Services	2026	Extension underway for new Ford facility
2	Tax Base Increase due to housing	Housing Market Analysis	Community Services	2024	Updated Housing Market Analysis Underway
2	Tax Base Increase due to housing	New Diverse Housing added	Community Services/MAEDA	2025	Multiple Projects In-Progress
4	Fiber	Fiber to the Premises	Fibernet	2023	Fiber is available to all properties in City
7	River District	Increasing connectivity between downtown and River District	MAEDA	2025	In-Progress, expanded Christmas decorations to River District, exploring funding for additional projects

In Closing & Looking Forward

The Planning Commission had a busy year with the announcement of the Ford Blue Oval Battery Park and development associated with that project.

Looking forward to 2024, the Planning Commission aims to accomplish the following:

- Beginning the master plan update
- Update the B-4 and FS Districts to allow for greater building height
- Review and update the sign ordinance
- Providing training opportunities for board members.
- Update the Community Engagement Strategy
- Update their Rules of Procedure
- Complete Redevelopment Ready Communities Recertification
- Update B-4 District to allow Drive-Throughs at Financial Institutions



ITEM 8.B

TO: Planning Commission
FROM: Eric Zuzga, Director of Community Services
DATE: September 11, 2024
SUBJECT: VALLEY VIEW SITE CONDOMINIUM FINAL APPROVAL

See attached letter from McKenna

RECOMMENDATION:

Approve SC#24.01 the Valley View Site Condominium with the following conditions:

- 1) The applicant should confirm that the homes will have two-car garages, and amend the By-Laws to reflect that fact.
- 2) Front yard landscaping must be added to the landscaping plan to comply with Section 5.15.8.A.
- 3) Typical side and rear yard landscaping must be submitted, and added to Section 7.6.f of the By-Laws.
- 4) The applicant should confirm that the homes will be porch or front yard lights, as well as rear entrance lights.
- 5) Review and Approval of the final Condominium By-Laws and Master Deed by McKenna and the City Attorney, including revisions to the Master Deed as described in this letter.
- 6) Review and Approval of Utility Extensions and Connections by the Department of Public Works.
- 7) Approval of the Road Dedication by the City.
- 8) Review and Approval by the City Engineer.

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

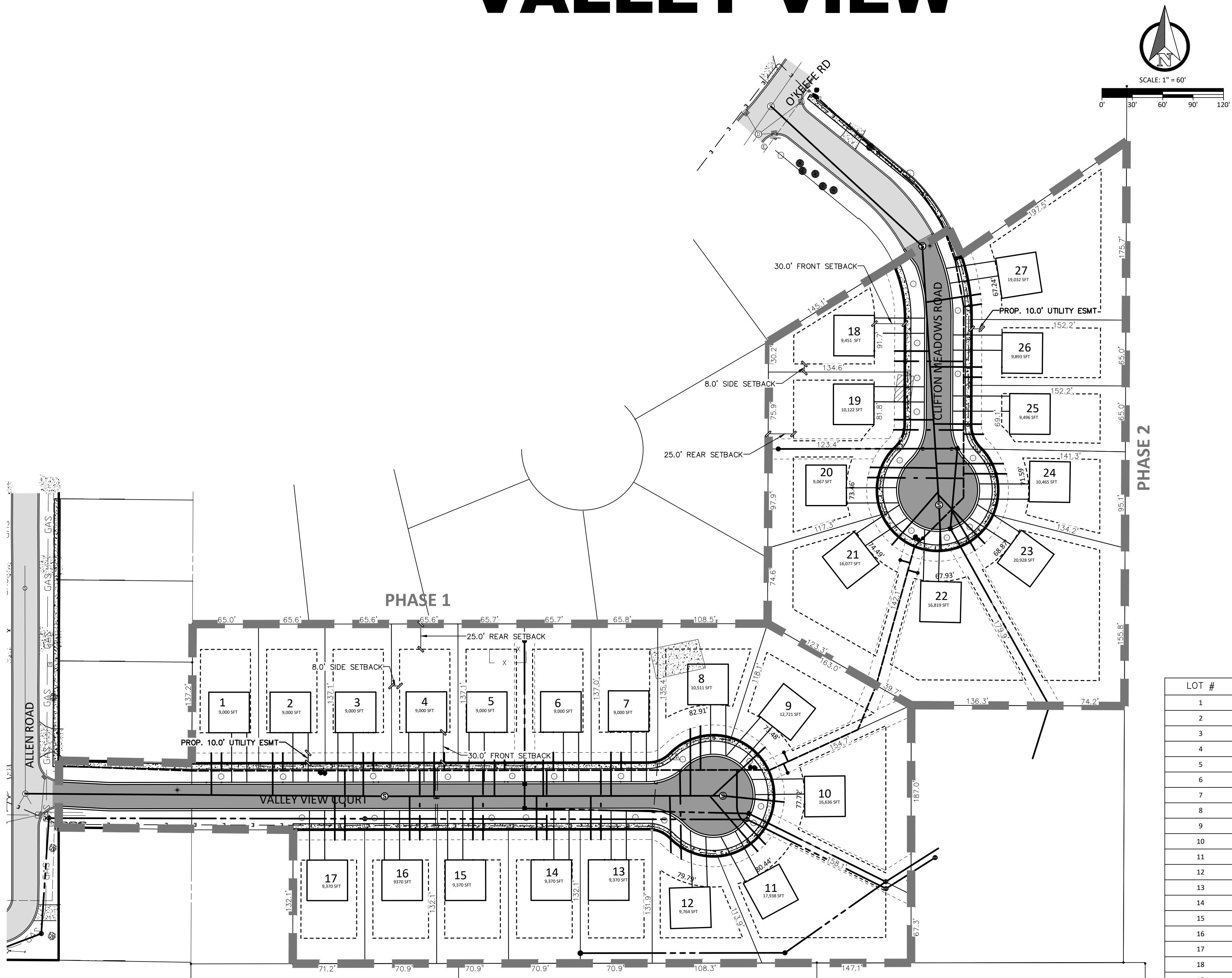
Front Setback: 30 feet

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



PLAN INDEX

SHEET No.	DESCRIPTION
COVER	TITLE SHEET
C100	EXISTING CONDITIONS
C400	GRADING PLAN
C401	PLAN & PROFILE
C402	WATERMAIN PROFILE
C500	PROJECT DETAILS
L100	LANDSCAPE PLAN

LOT #	LOT AREA (SF)	MIN. LOT WIDTH
1	9,000	65.0
2	9,000	65.6
3	9,000	65.6
4	9,000	65.6
5	9,000	65.7
6	9,000	65.7
7	9,000	65.8
8	10,511	82.9
9	12,721	73.5
10	16,636	77.7
11	17,938	80.4
12	9,764	79.8
13	9,370	70.9
14	9,370	70.9
15	9,370	70.9
16	9,370	70.9
17	9,730	71.2
18	9,451	91.7
19	10,122	81.8
20	9,067	73.5
21	16,077	74.5
22	16,819	97.9
23	20,928	68.9
24	10,465	71.6
25	9,496	69.1
26	9,893	65.0
27	19,032	67.2

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
1	3/26/2024	PRELIMINARY PLAN	NEF
2	4/9/2024	50% PLAN	NEF
3	5/6/2024	75% PLAN	NEF
4	5/24/2024	95% PLAN	NEF
5	6/24/2024	PER CITY REVIEW	NEF
6	7/25/2024	FOR CITY	NEF

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

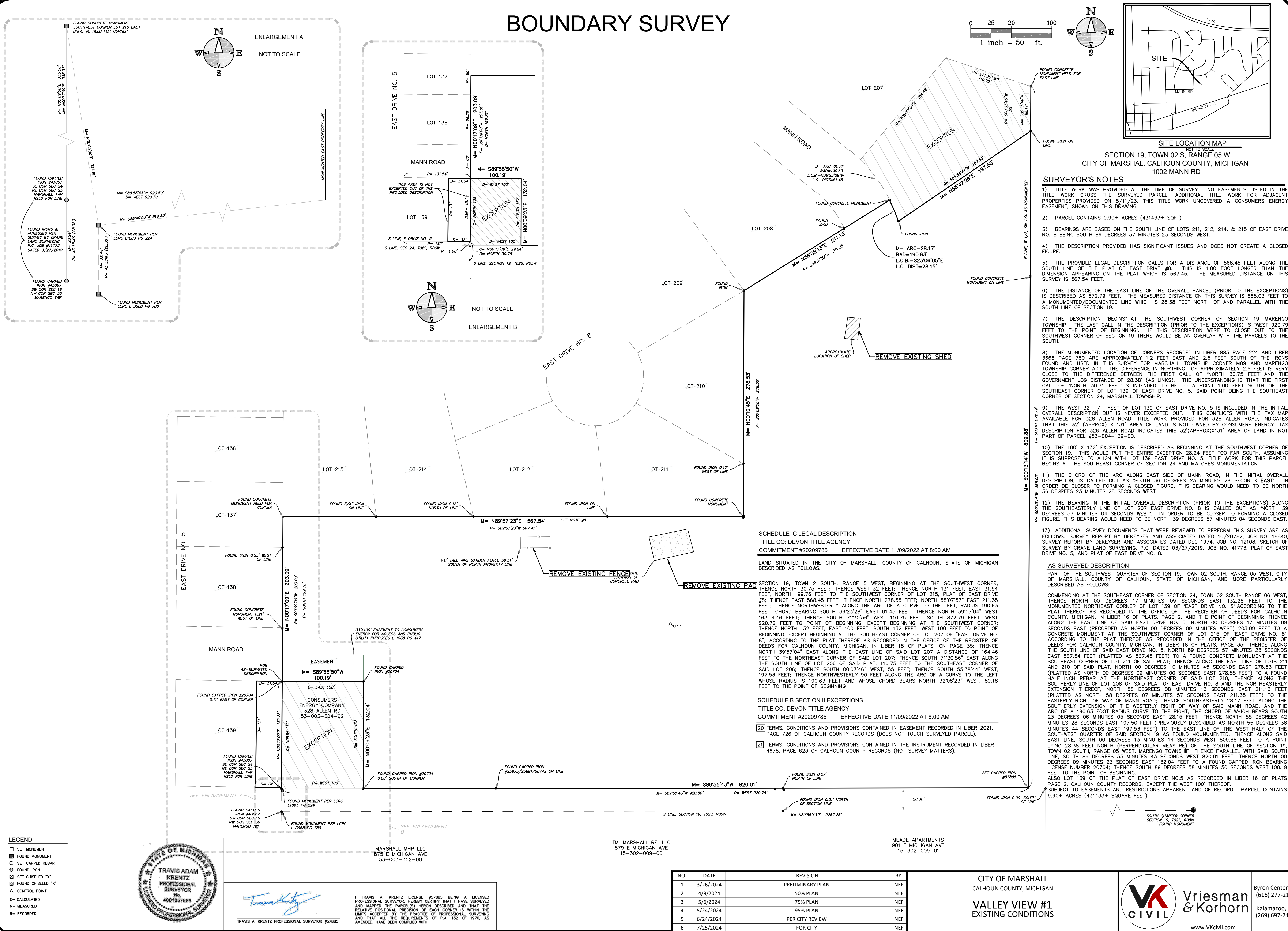


Vriesman
& Korhorn

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

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CHECKED	DGL
Sheet No.	C000

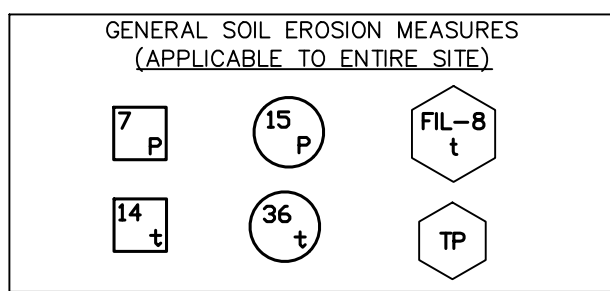
BOUNDARY SURVEY



CONTROL MEASURE KEY

- 2 P** SELECTIVE GRADING & SHAPING, PERMANENT
- 7 P** HYDROSEEDING, PERMANENT. TYPICAL IN ALL NON-PAVED AREAS DISTURBED BY CONSTRUCTION ACTIVITIES
- 14 t** AGGREGATE COVER, TEMPORARY. TYPICAL ON ALL STREETS DISTURBED BY CONSTRUCTION ACTIVITIES
- 15 P** PAVING, PERMANENT, TYPICAL ON ALL STREETS DISTURBED BY CONSTRUCTION ACTIVITIES.
- 36 t** SILTSACK, TEMPORARY, TYPICAL AT ALL CATCH BASINS WITHIN OR DISTURBED BY CONSTRUCTION ACTIVITIES
- FIL-8 t** FILTER BMP EXHIBIT 8A, SILT FENCE, TEMPORARY. TYPICAL IN ALL AREAS, ESPECIALLY ADJACENT TO STREAMS, PONDS, ETC. AND ALONG PROJECT UNITS.

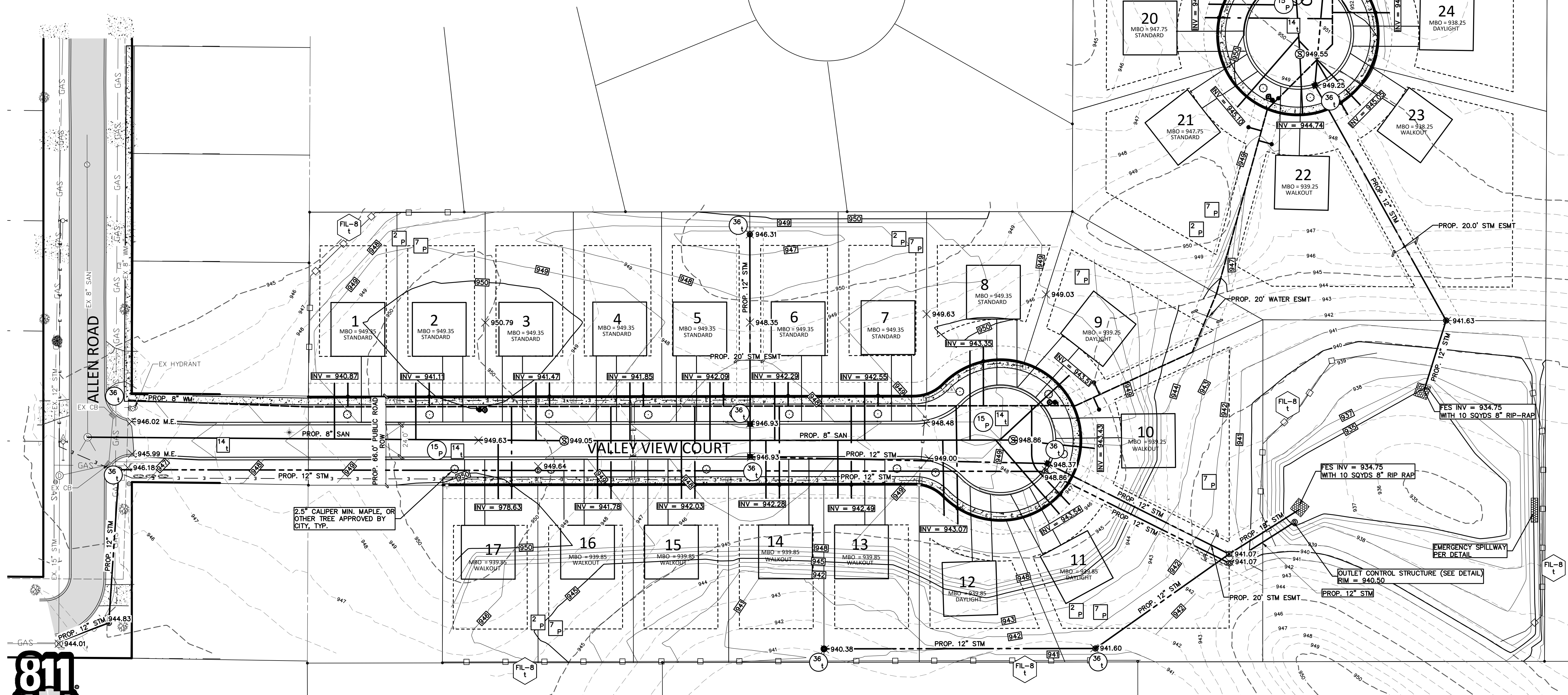
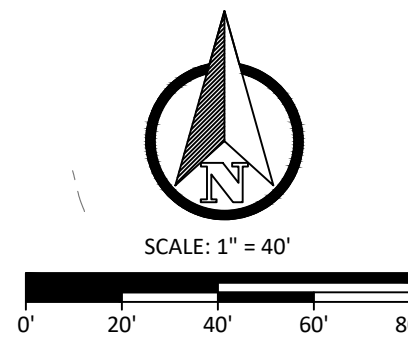
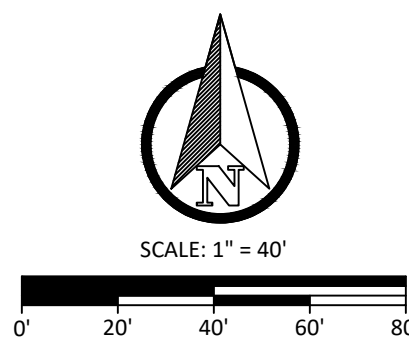
GA DENOTES GRAVEL ACCESS APPROACH. APPROACH SHALL BE INSTALLED TO PROVIDE STABLE ACCESS TO ROADWAYS AND MINIMIZE DUST AND TRACKING OF MATERIALS ONTO PUBLIC STREETS AND HIGHWAYS. THE APPROACH SHALL BE A MIN. OF 12' WIDE, 6" DEEP, AND CONSIST OF 2"-4" AGGREGATE.



- LEGEND**
- 34 t** MICHIGAN UNIFIED KEYING SYSTEM (MUKS)
- BEST MANAGEMENT PRACTICE (BMP)
- t** TEMPORARY CONTROL MEASURE (DURING CONSTRUCTION AND UNTIL PERMANENT MEASURES ARE ESTABLISHED)
- P** PERMANENT CONTROL MEASURE

NOTE:

SOIL EROSION AND SEDIMENTATION CONTROL MEASURES INDICATED ARE KNOWN OR ANTICIPATED CONTROL MEASURES NEEDED DURING TYPICAL CONSTRUCTION ACTIVITIES. ADDITIONAL CONTROL MEASURES MAY BE REQUIRED DUE TO CONSTRUCTION ACTIVITY, LOCATION, SOIL TYPE, WEATHER EVENT, ETC. ALL ADDITIONAL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES WILL BE INCIDENTAL TO THE CONSTRUCTION CONTRACT.



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.



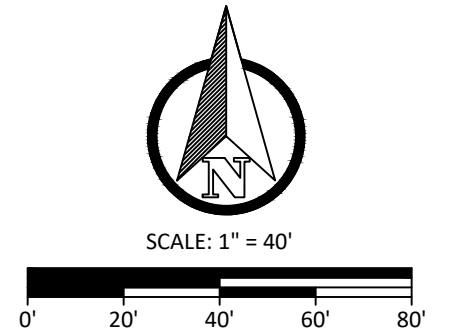
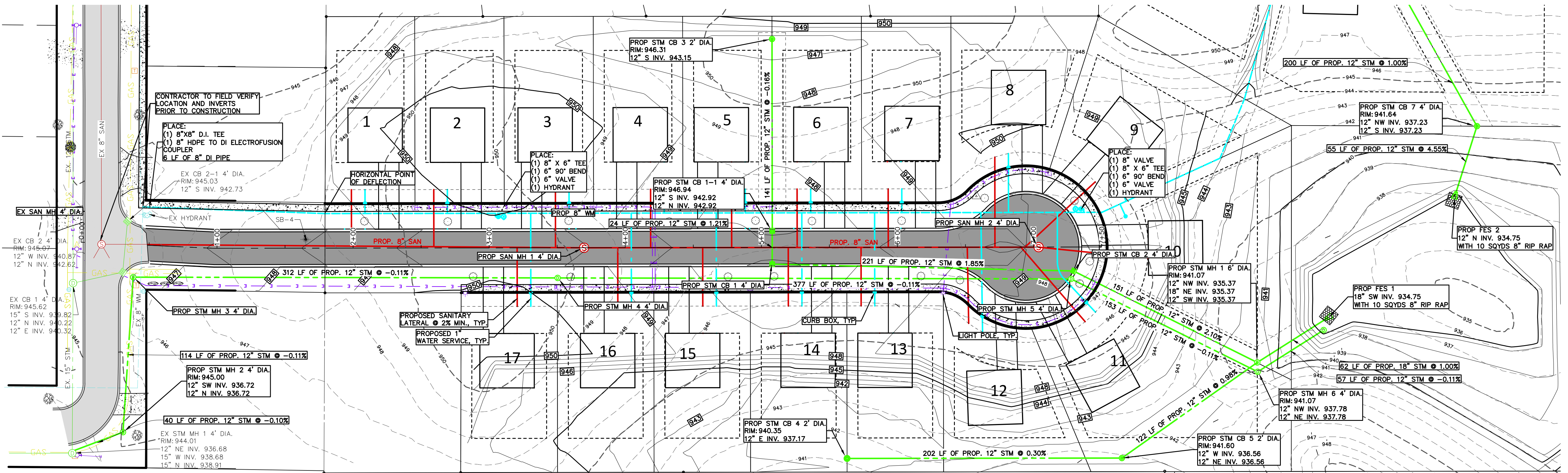
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5	6/24/2024	PER CITY REVIEW	NEF
6	7/25/2024	FOR CITY	NEF

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

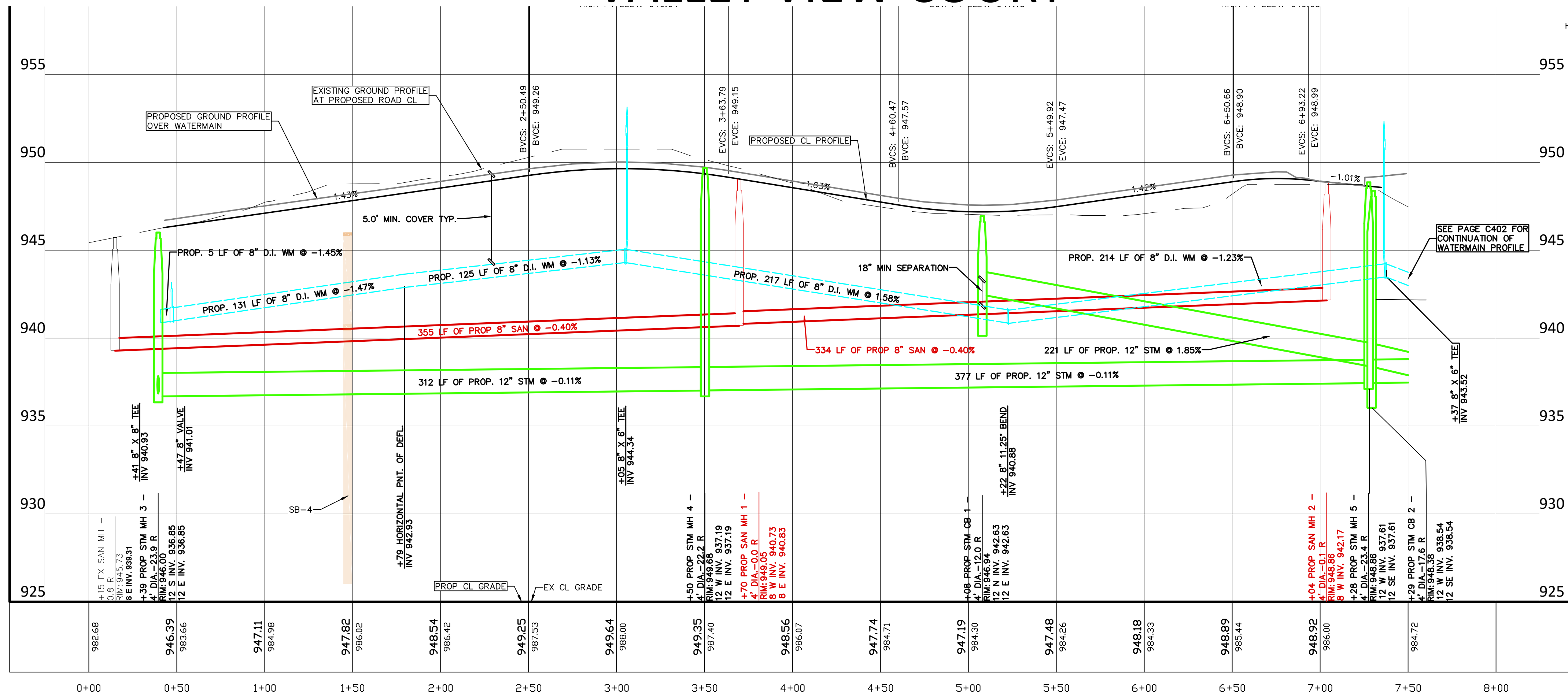


Byron Center, MI
(616) 277-2185
Kalamazoo, MI
(269) 697-7120

FILE NO. 1337
CHECKED DGL
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



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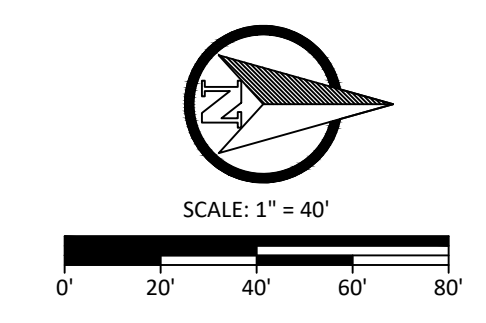
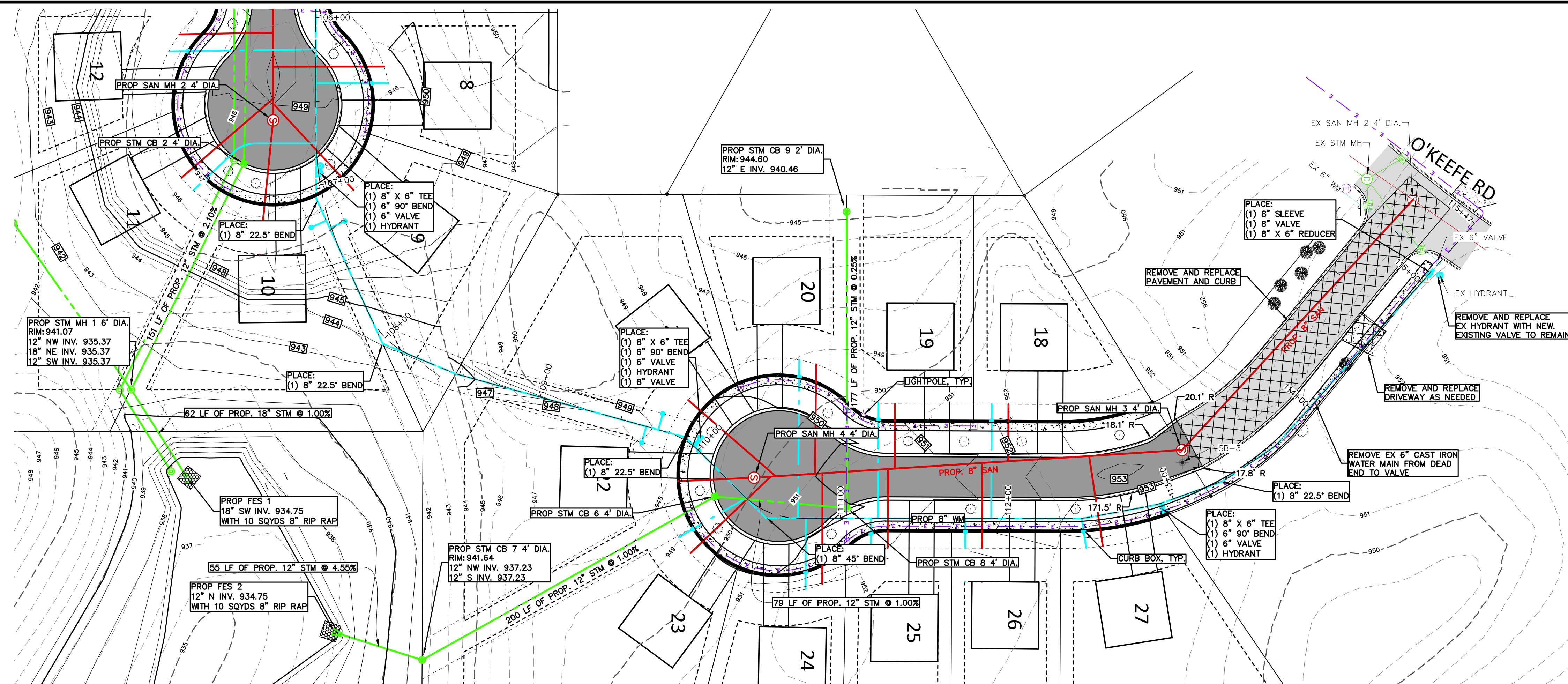
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6	7/25/2024	FOR CITY	NEF

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

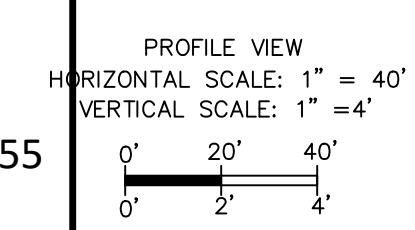
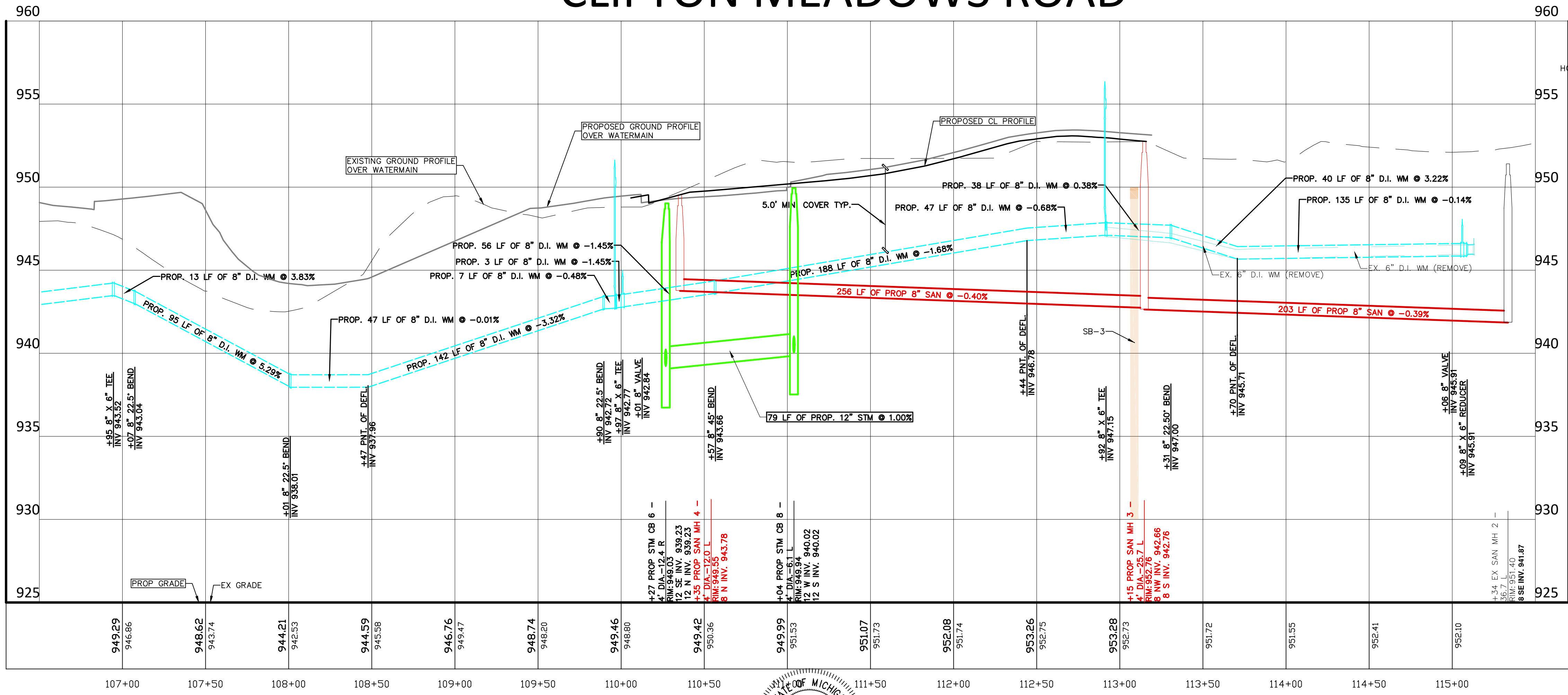


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CLIFTON MEADOWS ROAD



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:
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COLIN FINCH
ENGINEER
NO. 6201064514
PROFESSIONAL ENGINEER

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	5/24/2024	95% PLAN	NEF
5	6/24/2024	PER CITY REVIEW	NEF
6	7/25/2024	FOR CITY	NEF

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

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- 1) ALL WORK SHALL BE DONE TO ALL FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS.
- 2) ALL WORK WITHIN ROW SHALL BE DONE IN ACCORDANCE WITH LOCAL ROADWAY JURISDICTION REQUIREMENTS.
- 3) CONTRACTOR SHALL RESTORE ALL STREET SURFACES, DRIVEWAYS, CULVERTS, ROADSIDE DRAINAGE, AND OTHER INFRASTRUCTURE DISTURBED OR DAMAGED DUE TO CONSTRUCTION ACCESS TO MATCH EXISTING CONDITIONS.
- 4) ALL DEBRIS SHALL BE REMOVED FROM THE SITE, AND NO STOCKPILING ON SITE SHALL BE ALLOWED UNLESS APPROVED BY OWNER.
- 5) THE CONTRACTOR SHALL LIMIT SAWCUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE REQUIRED FOR THE PROJECT. ALL PAVEMENTS TO BE REMOVED SHALL BE SAWCUT AND REMOVED TO FULL DEPTH AT ALL PAVEMENT LIMITS OR EXISTING JOINTS. IF ANY DAMAGE IS INCURRED TO ANY OF THE SURROUNDING PAVEMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REPAIR AT NO ADDITIONAL COST.
- 6) CONTRACTOR SHALL CONTACT MISS DIG THREE WORKING DAYS BEFORE YOU DIG. CALL MISS DIG AT 1-800-482-7171 OR 811.
- 7) ALL WORK SHALL BE DONE TO THE MICHIGAN HANDICAPPED ACCESSIBILITY CODE AND THE AMERICANS WITH DISABILITIES ACT.
- 8) ADA PARKING SPACES SHALL BE MARKED WITH APPROVED PAVEMENT SYMBOL, MARK ADA SPACES WITH 4" BLUE PAINT AND SIGNS PER MUTUOD.
- 9) CONTRACTOR SHALL ENSURE ALL ADA RAMPS AND ACCESS MEET CURRENT ADA STANDARDS. IF IT IS DISCOVERED THAT ANY ITEMS WILL NOT MEET ADA STANDARDS IT SHALL BE BROUGHT TO THE ENGINEER FOR REVIEW AND REPAIR.
- 10) ALL SIGNAGE SHALL BE PER MUTOD AND MUTUOD STANDARDS.
- 11) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, PERMIT COSTS, DEMOLITION PERMITS, TAP FEES, ASSESSMENTS, UTILITY PERMITS, ROW PERMITS, BONDS, AND ANY OTHERS OR OTHERS IN ASSOCIATION WITH CONSTRUCTION.
- 12) SITE CONCRETE TO HAVE A COMPRESSIVE STRENGTH OF A MINIMUM 4000 PSI AND SHALL BE FINE-STONE AGGREGATE AND SHALL HAVE A 5.5%-8% AIR ENTRAINMENT WITH A BROOM FINISH.
- 13) INSPECTION JOINTS AT ALL LOCATIONS WHERE CONCRETE ABUTS HMA PAVEMENT.
- 14) CONTRACTOR SHALL REVIEW THE GEOTECHNICAL AND ENVIRONMENTAL REPORTS FOR THE SITE AND INCORPORATE INTO THEIR CONSTRUCTION MEANS AND METHODS.
- 15) THESE PLANS HAVE BEEN DEVELOPED FOR ELECTRONIC FIELD SURVEY LAYOUT. DIMENSIONS SHOWN ON GRAPHIC PRESENTATION ONLY AND SHOULD NOT BE USED FOR LAYOUT. CONTACT THE ENGINEER IF ANY DISCREPANCIES BETWEEN THE PLAN AND ELECTRONIC DATA ARE DISCOVERED.
- 16) THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR BARRICADE CONSTRUCTION ONLY. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LIGHTS, SIGNALS, FLAGMEN, ETC., AS REQUIRED TO PERFORM THE WORK. THE INSTALLATION AND OPERATION OF ALL TEMPORARY TRAFFIC CONTROL AND TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE PROVIDED BY THE CONTRACTOR WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.
- 17) THE CONTRACTOR SHALL PROTECT LOCATION OF ALL PROPERTY MARKERS AND BENCHMARKS.
- 18) THE CONTRACTOR IS RESPONSIBLE FOR ALL SIGNS, BARRICADES, AND SAFETY FENCES TO DETER PEOPLE FROM ENTERING THE WORK AREA AND FOR MAINTAINING AND PROTECTING THE FLOW OF VEHICULAR AND PEDESTRIAN TRAFFIC AROUND THE JOB SITE. TRAFFIC CONTROL SHALL BE COORDINATED WITH THE LOCAL POLICE DEPARTMENT AND MUNICIPALITY.
- 19) PRIOR TO CONSTRUCTION OR GRADING A PROTECTIVE BARRIER, FENCE, POST, AND SIGNS CLEARLY INDICATING LIMITS OF DISTURBANCE SHALL BE INSTALLED INDICATING NO TREE REMOVAL OR DISTURBANCES OUTSIDE LIMITS.
- 20) NO PARKING OF CONTRACTOR OR SUBCONTRACTORS SHALL BE ALLOWED ON PUBLIC STREET WITHOUT PRIOR APPROVAL.
- 21) NO BUILDING MATERIAL, EQUIPMENT, VEHICLES, OR CHEMICALS SHALL BE STORED OR PLACED OUTSIDE OF THE LIMITS OF DISTURBANCE.
- 22) CONSTRUCTION NOISE SHALL BE KEPT TO A MINIMUM DURING NIGHTTIME HOURS AND MUST BE WITHIN THE CITY OF ANN ARBOR MUNICIPAL NOISE ORDINANCE.
- 23) ALL VERTICAL FACE OF CURBS SHALL BE PAINTED YELLOW WHEN BETWEEN 0 AND 6 INCHES TALL.

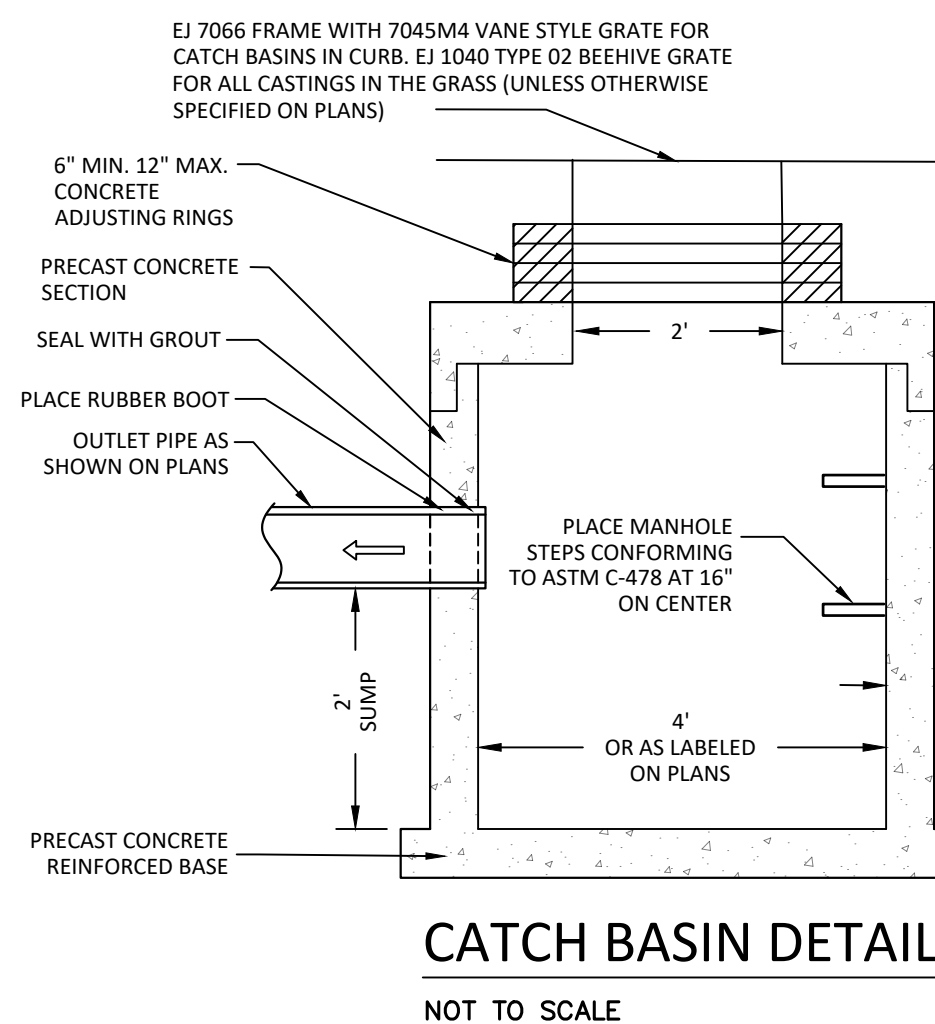
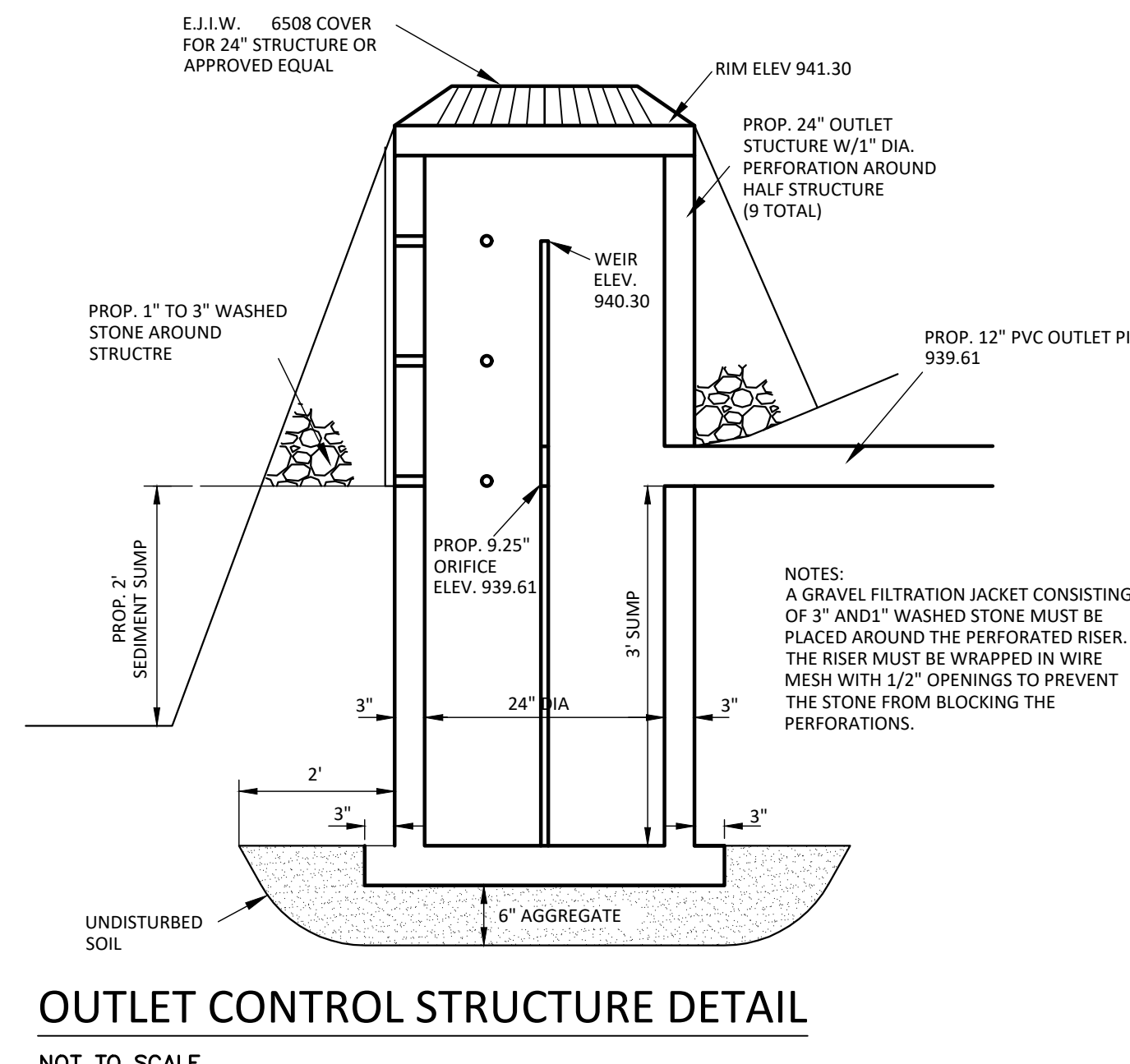
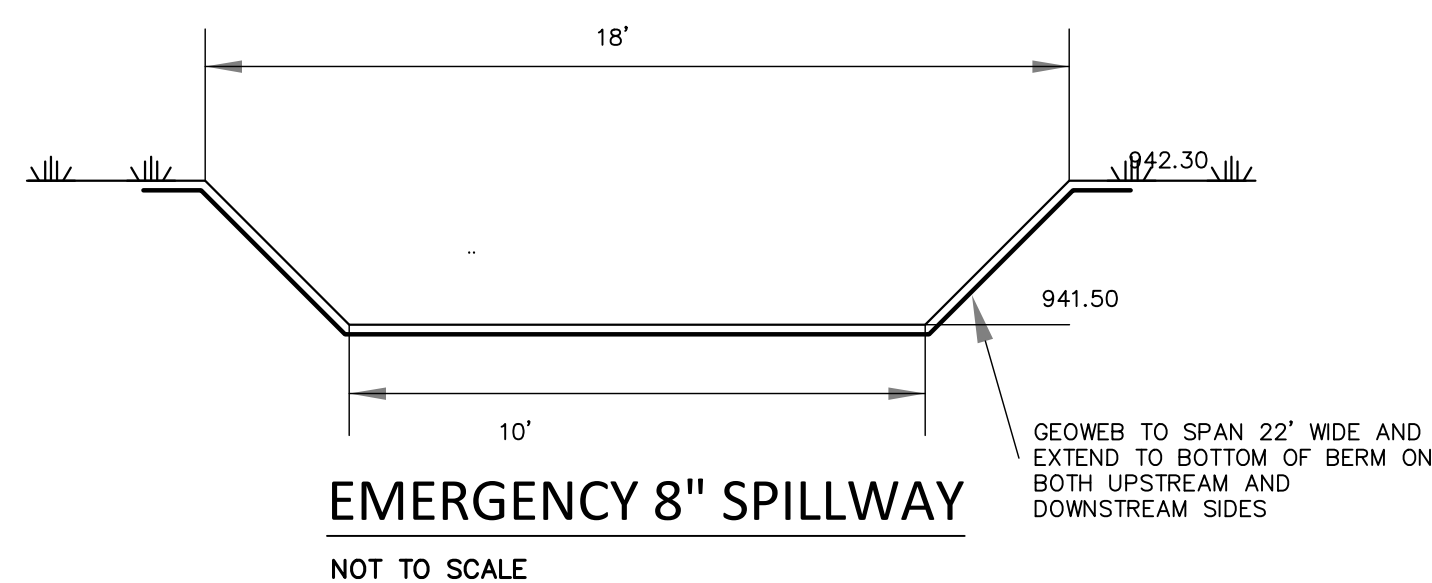
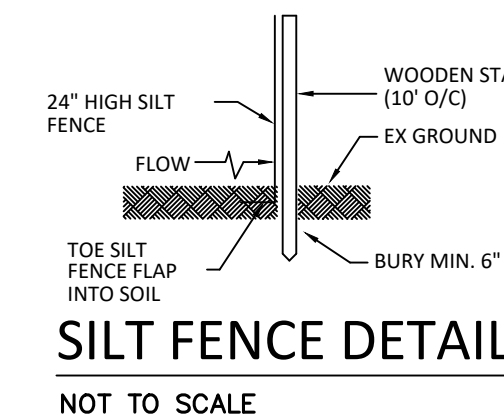
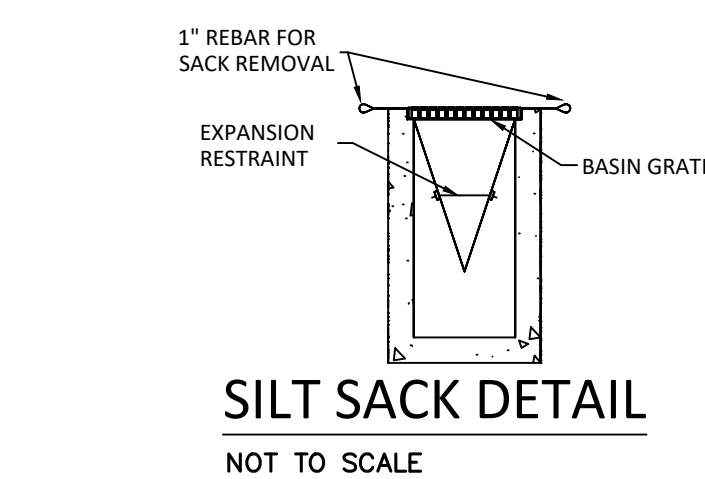
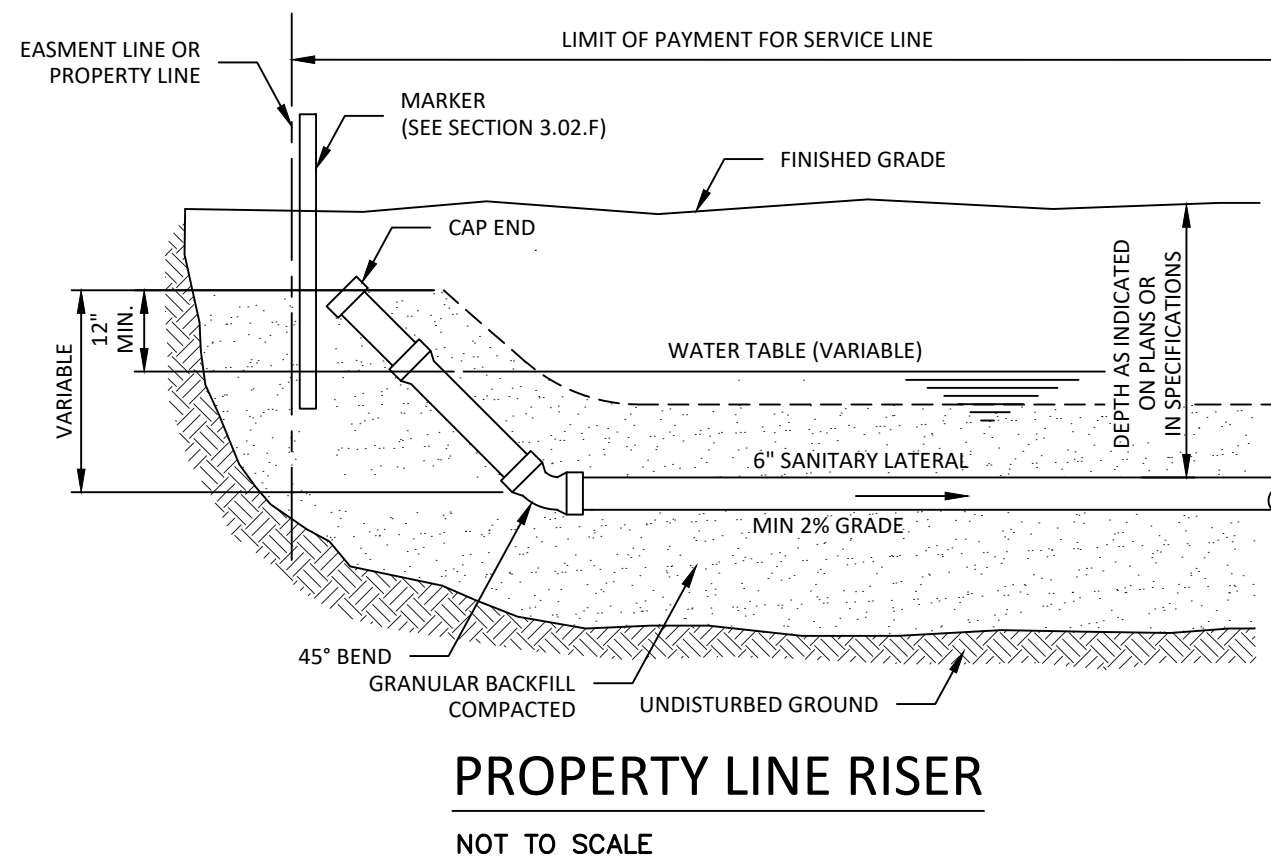
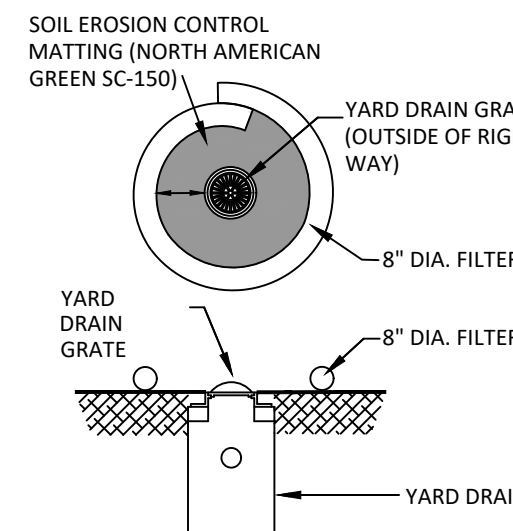
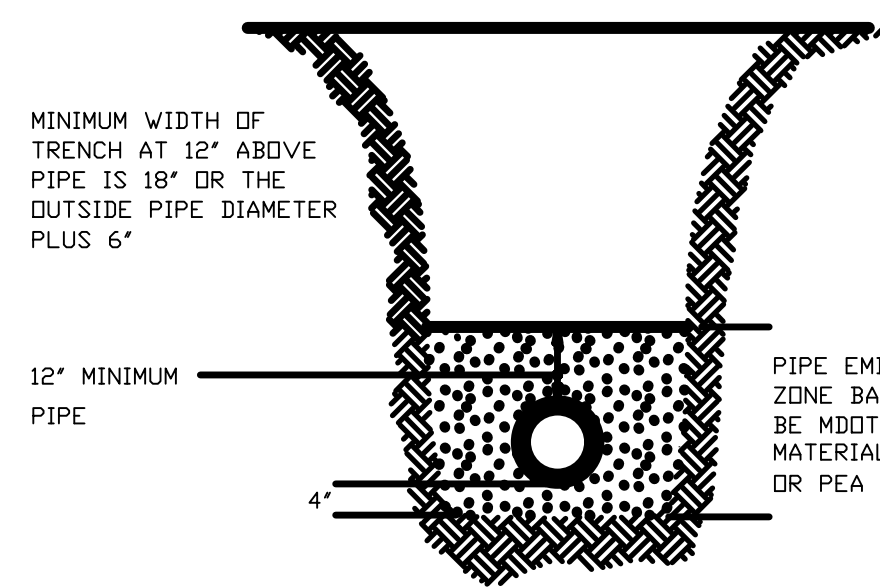
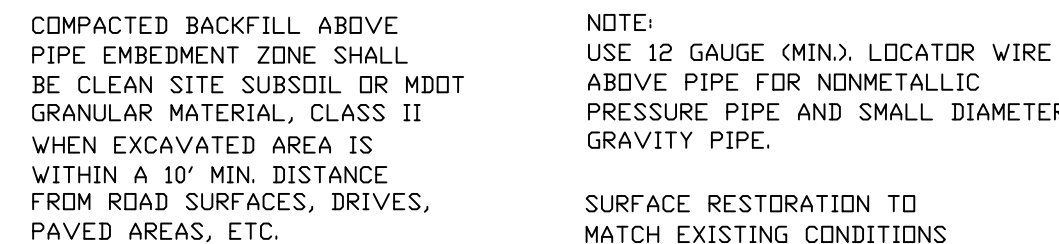
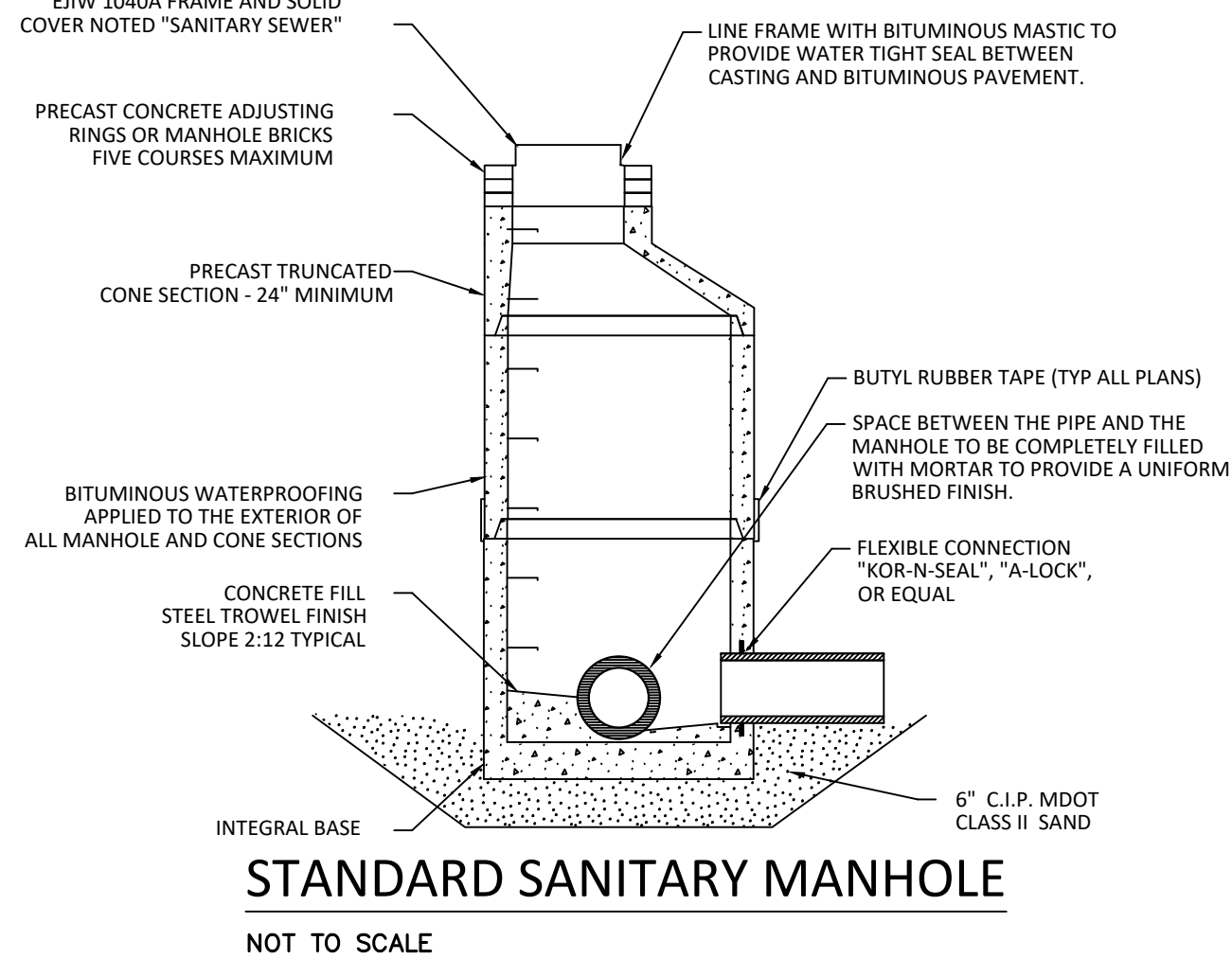
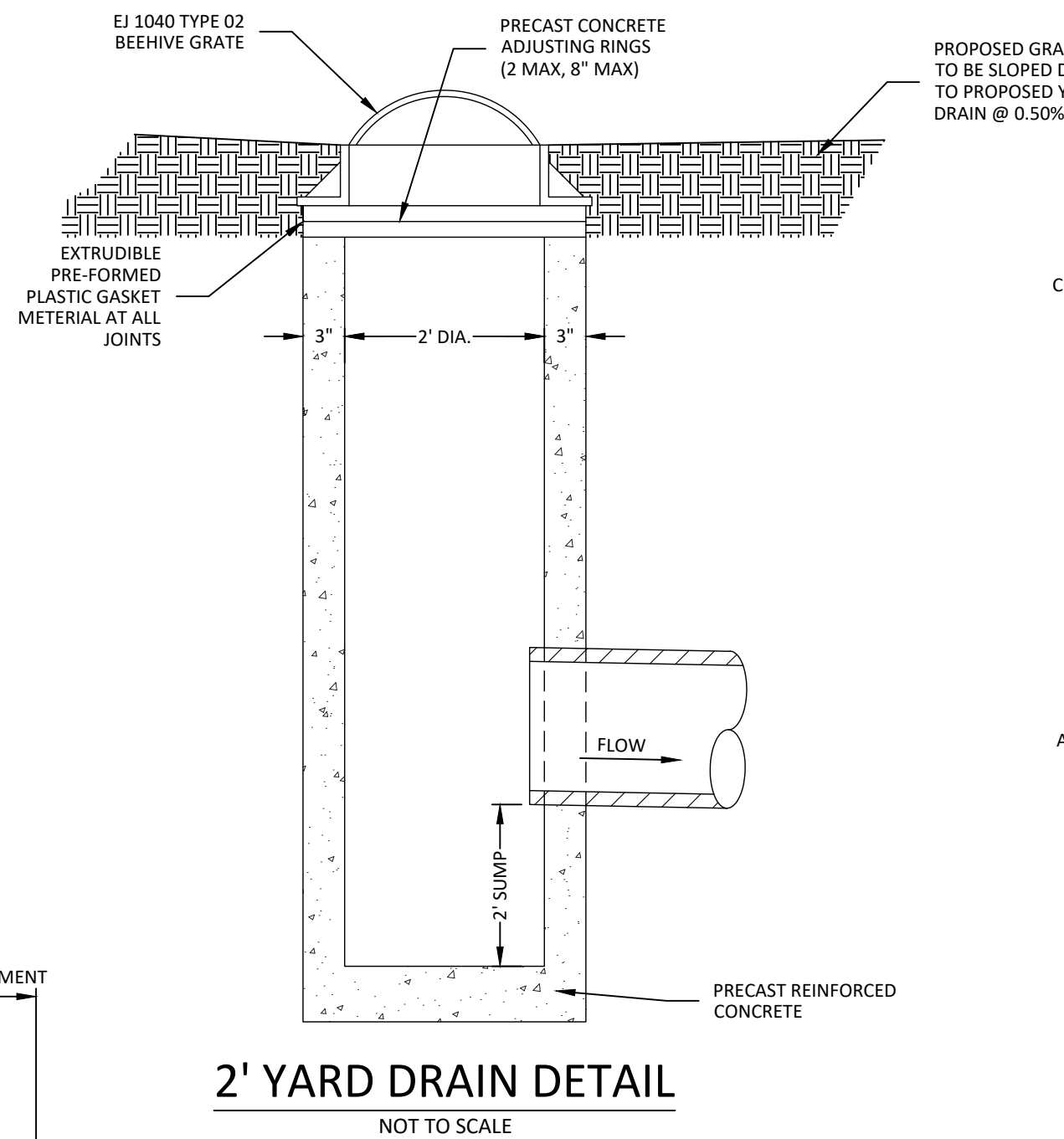
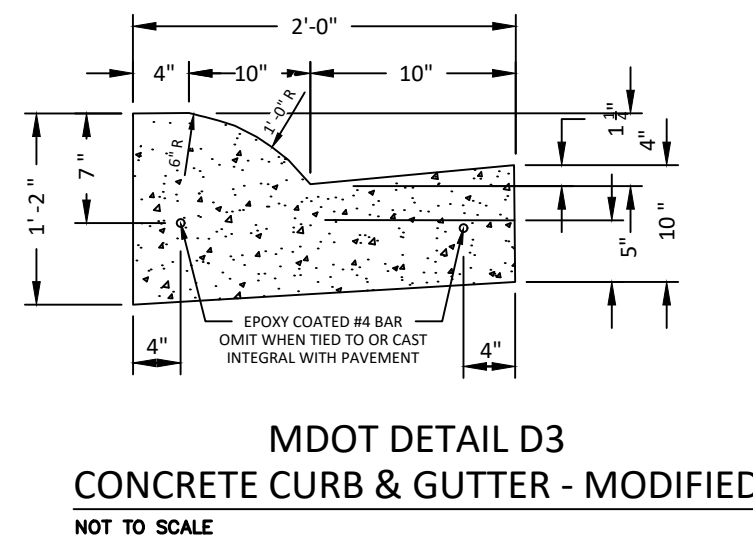
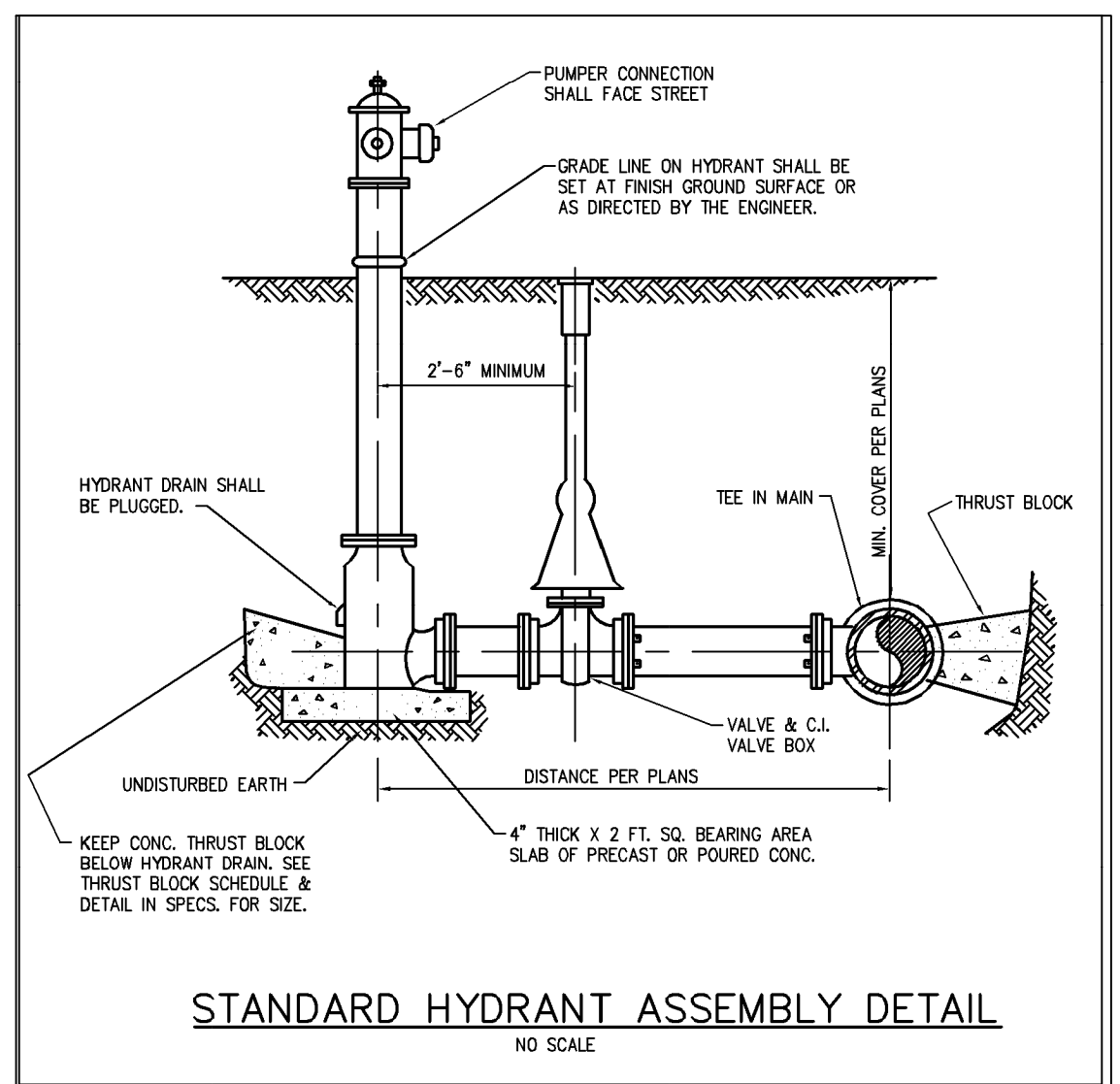
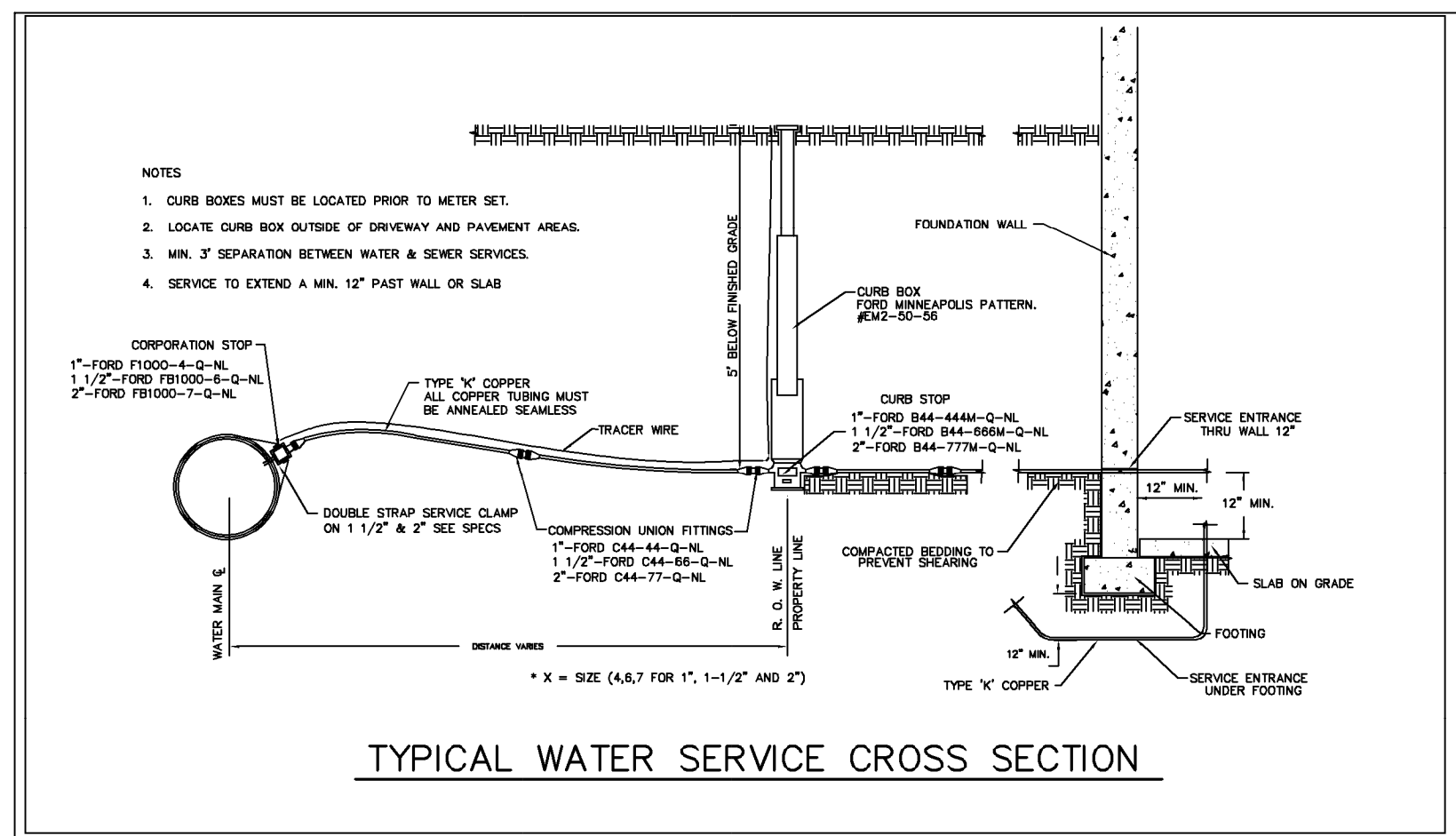
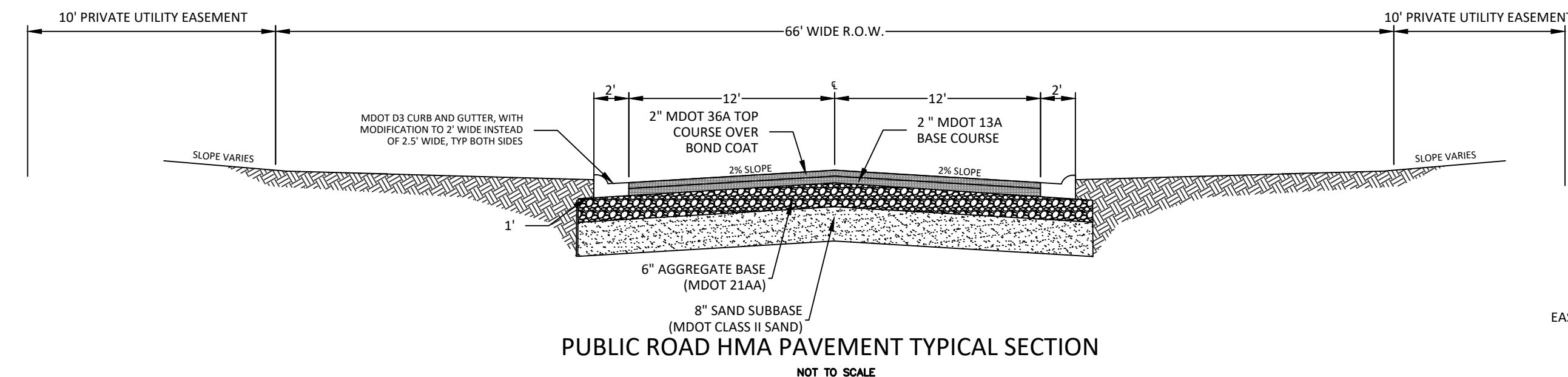
- GRADING PLAN NOTES:
- 1) SOILS EXPOSED IN THE BASE OF ALL SATISFACTORY FOUNDATION EXCAVATIONS SHOULD BE PROTECTED AGAINST ANY DETRIMENTAL CHANGES IN CONDITION SUCH AS FLOODING, EROSION, RAINFALL, FREEZING, SINKING, SLIDING, ETC. SOILS SHOULD BE DRAINED AWAY FROM THE EXCAVATION AND NOT ALLOWED TO POND; IF POSSIBLE, ALL FOOTING CONCRETE SHOULD BE POURED THE SAME DAY THE EXCAVATION IS MADE; IF THIS IS NOT PRACTICAL, THE EXCAVATION EXPOSURES SHOULD BE ADEQUATELY PROTECTED.
- 2) REMOVE ALL SUBGRADE MATERIAL THAT MAY BE SOFTENED BY RAINS, FREEZING, OR CONSTRUCTION TRAFFIC, ETC., AND REPLACE WITH COMPACTED GRANULAR FILL.
- 3) ALL CONSTRUCTION METHODS SHALL BE DONE IN COMPLIANCE WITH MDOT-EGLE, THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE COUNTY AND A "PERMIT BY RULE"/NOTICE OF COVERAGE" FROM EGLE IF APPLICABLE, PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL REQUIREMENTS OF THE COUNTY "SOIL EROSION PERMIT" AND FOR ALL CERTIFIED STORM WATER CONSTRUCTION MEASURES REQUESTED BY THE "PERMIT BY RULE" STORM EROSION CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS AND SHALL NOT RELIEVE THE CONTRACTORS RESPONSIBILITY FOR PROVIDING ALL REQUIRED EROSION CONTROL MEASURES.
- 4) AVOID UNNECESSARY DISTURBING OR REMOVING OF EXISTING VEGETATED TOPSOIL OR EARTH COVER, THESE COVER AREAS ACT AS SEDIMENT FILTERS.
- 5) ALL TEMPORARY SOIL EROSION PROTECTION SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED OR EROSION CONTROL MEASURES ARE IN PLACE.
- 6) GEOTEXTILE SILT FENCE SHALL BE INSTALLED AS REQUIRED WHEN CROSSING CREEKS OR WHEN ADJACENT TO WETLANDS OR SURFACE WATER BODIES TO PREVENT SILTATION AND ELSE WHERE AS DIRECTED BY THE ENGINEER. SEEDING AND/OR SODDING SHALL BE IN ACCORDANCE WITH MICHIGAN DEPARTMENT OF NATURAL RESOURCES RECOMMENDATIONS.
- 7) CONTRACTOR SHALL TAKE PRECAUTIONS TO AVOID TRACKING SOIL ON ADJACENT ROADWAYS. CONTRACTOR SHALL SWEEP IMMEDIATELY IF THIS OCCURS.
- 8) ANY DISTURBED AREA WHICH WILL BE LEFT UNWORKED 20 DAYS OR LONGER MUST BE SEEDING OR SODDING. EROSION CONTROL MEASURES SHALL BE IN PLACE TO BE SEEDING AND MULCH BLANKETS APPLIED IMMEDIATELY TO PROVIDE A STABLE BASE AND AVOID EXCESSIVE EROSION.
- 9) ALL SOIL EROSION CONTROL MEASURES ARE TO BE IN PLACE PRIOR TO THE START OF ANY CONSTRUCTION.
- 10) ALL NON PAVED AREAS TO BE TOPSOILED (6" MIN.) & SEEDDED.
- 11) VARIATION IN EXISTING SOIL CONDITIONS MAY IMPACT THE EARTHWORK QUANTITIES IF SUCH VARIATIONS ARE ENCOUNTERED DURING CONSTRUCTION.
- 12) DUST CONTROL: THE CONTRACTOR SHALL SUPPLY AND LABOR, MATERIALS, AND EQUIPMENT NECESSARY SUCH AS CALCIUM CHLORIDE, WATER OR A MOTORIZED DUST-FREE STREET SWEEPING DEVICE TO MAINTAIN ALL ROADWAYS BEING USED FOR ACCESS TO THE CONSTRUCTION SITE. THE CONTRACTOR SHALL ADHERE TO ALL ORDINANCES OF THE TOWNSHIP, COUNTY, MDEQ OR ANY OTHER GOVERNMENT AGENCY.
- 13) IF MUD, SOIL OR OTHER DEBRIS IS DEPOSITED ON ADJACENT STREETS, ROADS OR OTHER PROPERTY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF SUCH AT THE END OF EACH WORK DAY. SWEEPING IS REQUIRED TO BE COMPLETED IMMEDIATELY.
- 14) STORMWATER POLLUTION PREVENTION ITEMS SHALL BE IN PLACE PRIOR TO COMMENCING CLEARING OPERATIONS, EARTHWORK GRADING, OR ANY OTHER TYPE OF CONSTRUCTION ACTIVITY.
- 15) CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE SOIL EROSIONS AND SEDIMENT CONTROL PERMIT.
- 16) TEMPORARY EROSION CONTROL MEASURES PRIOR TO EARTH MOVEMENT ACTIVITIES.
- 17) MULCH BLANKETS SHALL BE PLACED, STAPLED, AND OVERLAPPED ON ALL SLOPES THAT ARE 1 ON 3 OR GREATER AFTER.
- 18) CONTRACTOR TO INSTALL SILT SACK IN ALL CATCH BASINS ONCE THEY ARE CONSTRUCTED.
- 19) ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED BY A CERTIFIED STORM WATER OPERATOR PRIOR TO THE START OF CONSTRUCTION AND AFTER EVERY SIGNIFICANT RAIN EVENT IN ACCORDANCE WITH NPDES PERMIT BY RULE REQUIREMENTS IF APPLICABLE.
- 20) EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED.
- 21) BEST MANAGEMENT PRACTICES SHALL BE UTILIZED DURING AND AFTER CONSTRUCTION OF THE PROJECT. MEASURES WILL INCLUDE THE USE OF SILT FENCING, SEEDING AND MULCHING, SEDIMENT INLET FILTERS, COMPACTION AND PAVING. THE OWNER OF THE SUBJECT PARCEL SHALL HAVE THE RESPONSIBILITY TO MAINTAIN THE PERMANENT SOIL EROSION PROTECTION MEASURES.
- 22) ANY POND AREA LABELED AS "INFILTRATION" OR "RETENTION" SHALL BE CONSTRUCTED IN A MANNER AS TO MINIMIZE COMPACTION OF EXISTING SUBGRADE. CONTRACTOR SHALL PROTECT EXISTING COMPACTION OF EXISTING SUBGRADE. CONTRACTOR SHALL NOT EXCAVATE UNLESS NECESSARY. EXCAVATE BASIN BOTTOM TO AN UNCOMPACTED SUBGRADE FREE OF ROCKS AND DEBRIS AND ENSURE A SANDY BOTTOM. DO NOT COMPACT SUBGRADE, SEED AND MULCH THE BASIN WITH AN MDT T5 SEED MIXTURE OR MEADOW MIX AS APPROVED BY THE ENGINEER.



NOTE:
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- 1) UTILITY PLAN NOTES:
- 2) 1) CONTRACTOR SHALL CONTACT PRIVATE AND PUBLIC UTILITY COMPANIES IF ANY COORDINATION IS NEEDED BETWEEN PROPOSED WORK AND EXISTING UTILITIES.
- 3) 2) UTILITIES (SHOW ANY) ARE APPROXIMATE LOCATIONS DERIVED FROM MEASUREMENTS OR AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATIONS OR SHOWING ALL UTILITIES IN THE AREA. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UTILITY INFORMATION. THE CONTRACTOR SHALL FIELD VERIFY FOR ACCURACY, LOCATION, AND CONDITION.
- 4) 3) ALL WATERMAIN TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL WATER UTILITY STANDARDS AND EGLE STANDARDS.
- 5) 4) ALL SANITARY SEWER PIPE TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL SANITARY SEWER UTILITY STANDARDS AND EGLE STANDARDS.
- 6) 5) ALL 6" UNDERDRAIN TO BE CORRUGATED PLASTIC PIPE WITH SOCK, ADS N-12 OR EQL, AND EQL.
- 7) 6) ALL STORM SEWER SHALL BE SMOOTH LINED CORRUGATED PLASTIC PIPE, ADS N-12 OR EQL, UNLESS OTHERWISE LABELED ON THE PLANS.
- 8) 7) ALL EXISTING CASTINGS FOR STRUCTURES TO BE ADJUSTED OR RECONSTRUCTED TO GRADE SURFACE OF FIELD. EXCESSIVE TIME OF CONSTRUCTION AND MARKED SUITABLE FOR SALVAGE AND REUSE OR REPLACED.
- 9) 8) ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED.
- 10) 9) ALL CONCRETE CURB SHALL HAVE E1 7045 CASTINGS.
- 11) 10) CATCH BASINS WITHIN BIT VALLEY CURB SHALL HAVE E1 7065 CASTINGS WITH M1 GRATE.
- 12) 11) CATCH BASINS WITHIN PAVED AREAS SHALL HAVE E1 1020M1 RADIAL FLATE GRATE CASTINGS.
- 13) 12) ALL SEWER MANHOLES SHALL HAVE E1 1020 CASTINGS WITH SOLID COVERS.
- 14) 13) STORM SEWER YARD DRAINS SHALL HAVE E1 6508 CASTINGS.
- 15) 14) ROOF DRAINS SHALL BE PVC SCH-40.
- 16) 15) CONTRACTOR IS TO UNCOVER AND VERIFY ALL TAP LOCATIONS AND INVERTS. LOCATION AND ANY DISCREPANCIES SHALL BE BROUGHT TO THE ENGINEERS ATTENTION FOR RESOLUTION PRIOR TO CONTINUING WORK.
- 17) 16) SANITARY AND STORM STRUCTURES SHALL BE PRECAST AND HAVE A MAXIMUM OF 2 ADJUSTING RINGS FOR FINISH GRADE ADJUSTMENT.
- 18) 17) THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITY SERVICE TO ALL ADJOINING PROPERTIES.



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1	3/26/2024	PRELIMINARY PLAN	NEF
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4	5/24/2024	95% PLAN	NEF
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6	7/25/2024	FOR CITY	NEF

CITY OF MARSHALL
CALHOUN COUNTY, MICHIGAN

VALLEY VIEW #1
PROJECT DETAILS



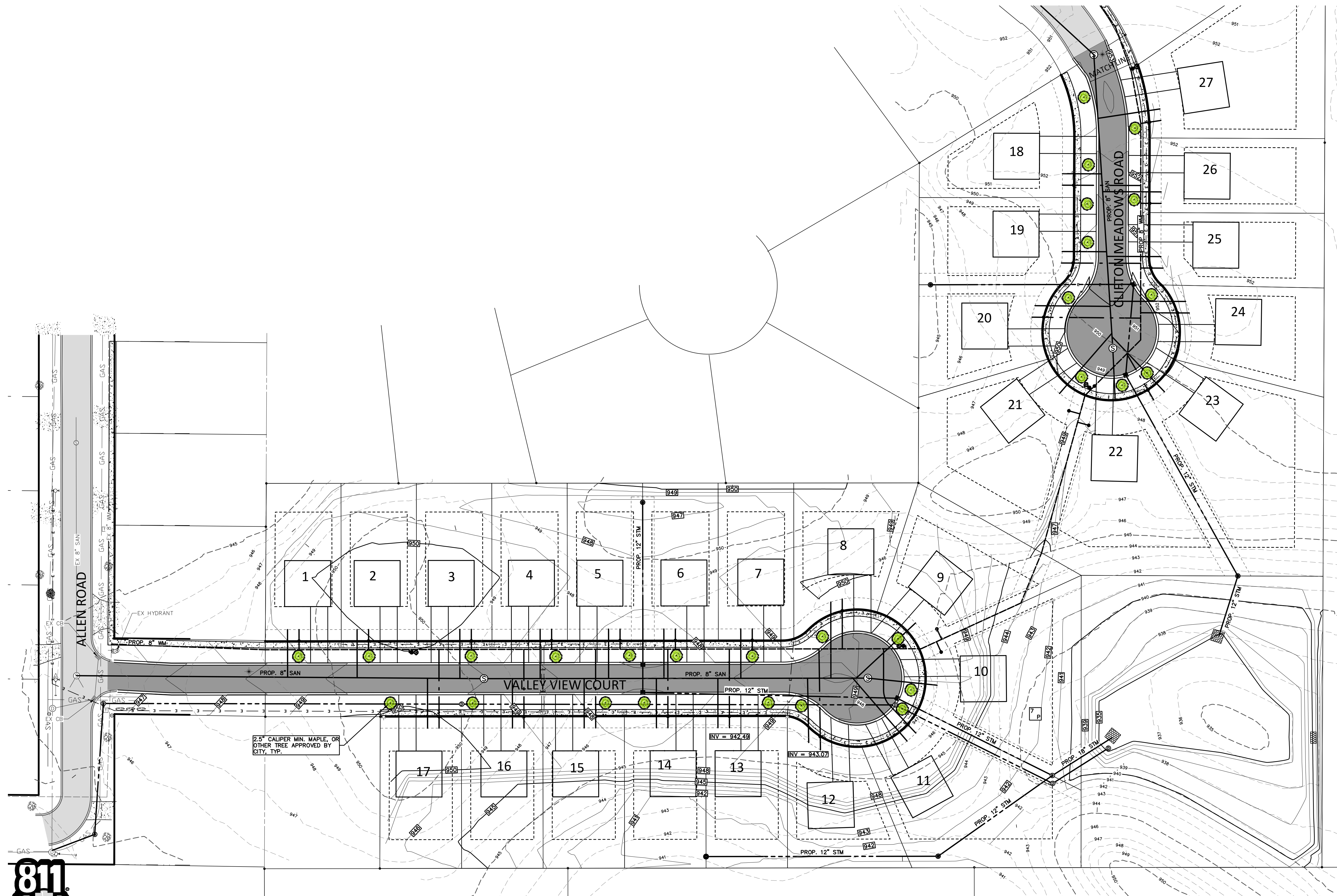
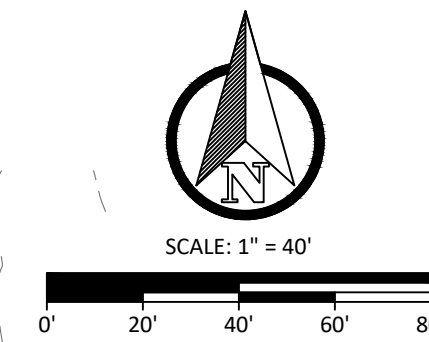
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Sheet No. C500



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5	6/24/2024	PER CITY REVIEW	NEF
6	7/25/2024	FOR CITY	NEF

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



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FILE NO. 1337
CHECKED DGL
Sheet No. L100



MCKENNA

September 5, 2024

Planning Commission
City of Marshall
323 W. Michigan Ave.
Marshall, MI 49068

Subject: Valley View Ct. Site Condominium Site Plan Review

Dear Planning Commissioners,

As requested, we have reviewed the submitted Site Plan for a site condominium named Valley View Court, a 27-unit residential condominium cul-de-sac development proposed for Valley View Court and Clifton Meadows Road.

The applicant proposes the construction of 27 single-family detached homes across two different phases – 17 units along Valley View Ct. in Phase 1 and 10 along Clifton Meadows Road in Phase 2. A draft copy of the community Master Deed and bylaws provide provisions for administration, construction, and maintenance and a copy has been provided by the applicant.

The parcel is zoned R-2 Suburban Residential. Single-family detached dwellings are a permitted use in R-2 District.

Our comments regarding the criteria for approving the Site Plan and submitted condominium documents are as follows:

- 1) Dimensional Standards.** Guidelines for dimensional standards are outlined in Section 3.1.2 of the City of Marshall Zoning Ordinance. No lot splits are proposed because the development will be a condominium.

Standard Type	Ordinance Requirement (R-2)	1337 Valley View Proposed Conditions	Ordinance Compliance
Minimum Lot Area	9,000 sq. ft.	≥9,000 sq. ft.	Yes
Minimum Lot Width	65 feet	≥65 feet	Yes
Minimum Front Yard Setback	30 feet	>30 feet (All Units)	Yes
Minimum Side Yard Setback	8 feet	>8 feet (All Units)	Yes
Minimum Rear Yard Setback	25 feet	>25 feet (All Units)	Yes
Maximum Building Height	35 feet	21 feet	Yes
Maximum Lot Coverage	30%	>30%	Yes
Minimum Dwelling Unit Size	672 sq. ft.	>672 sq. ft.	Yes

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Grand Rapids, Michigan 49503

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2) Parking, Loading, and Access.

a. **Garage and Driveway.** Each unit would have a single driveway, leading to the principal structure, and presumably a garage, though the design of the homes has not been submitted.

b. **Number of Spaces.** The site will be required to have the following number of parking spaces:

- Section 5.14.5.D of the Zoning Ordinance states that the minimum parking requirement for single-family dwellings is 2 spaces per dwelling unit.

$$27 \text{ Residential Units} \times 2 \text{ Spaces per Unit} = 54 \text{ spaces}$$

Based on the scale of the plans, the driveways will be wide enough for two cars, and we assume that there will be two car garages as well, though the applicant should confirm that.

c. **Location of Spaces.** Section 5.14.4.A of the Zoning Ordinance defines the allowed location of spaces as:

"Off-street parking for other than single-family or two-family residential uses shall be either on the same lot or within 300 feet of the building it is intended to serve, measured from the nearest point of the building to the nearest point of the off-street parking lot. Ownership shall be shown of all lots or parcels intended for use as parking by the applicant during site plan review. The property owners shall execute an agreement authorizing the use of off-site parking spaces. The applicant shall provide notice to the City a minimum of 30 days prior to an agreement being rescinded or modified and a new agreement or site plan in compliance with Section 6.3.2 shall be submitted for review and approval by the City."

As each proposed lot has a driveway, the off-street parking location requirement is met by the proposed driveways.

d. **Barrier-Free Spaces.** There is no need for designated barrier free spaces for single-family residential structures.

e. **Dimensions.** There is no need for parking space dimensions for single-family residential structures.

f. **Loading Spaces.** There is no need for designated loading spaces for single-family residential structures.

g. **Sidewalks.** Sidewalks have been proposed along both Valley View Ct. and Clifton Meadows Road, which complies with the sidewalk requirements of Section 5.16 for all developments requiring Site Plan Review.



- 3) **Landscaping.** Section 5.15.3.A states that a separate landscape plan must be submitted with any site plan application reviewed by the City. The applicant must submit a landscape plan that complies with the requirements of the Zoning Ordinance.
 - a. **Street Frontage Landscaping.** Section 5.15.8.A of the Zoning Ordinance requires a greenbelt landscape area not less than 10 feet in width and with at least one deciduous tree and four shrubs per 40 lineal feet of street frontage. Meanwhile, Section 99.06.B.1 of the City of Marshall Code of Ordinances all new construction to plant one tree, measuring at least two to two- and one-half-inch caliper, for every site 80 feet or less in width. The proposed landscape plan complies with Section 99.06.B.1, but not with Zoning Ordinance Section 5.15.8.A. Additional trees and shrubs must be added. We recommend that the additional plantings be located in the front yards of the homes, not within the grass verge between the street and the sidewalk.
 - b. **Other Landscaping.** No other landscape requirements apply, because the proposal is single family homes. However, the side and rear yards of the homes will need to be landscaped, particularly the rear yards abutting existing homes. While a full landscape plan may not be necessary, the applicant should submit a typical landscape plan for a home site so the City can have confidence the side and rear landscaping will be sufficient for a quality neighborhood.
- 4) **Lighting.** Single-family detached homes are exempt from formal lighting standards, however, each unit should have either a front yard light or a porch light, as well as a light over the rear entrance. The applicant should confirm that this will be the case.
- 5) **Trash Receptacles.** The site condominium will use residential trash pickup, so the waste receptacle standards in the Ordinance do not apply.
- 6) **Signage.** No signage has been proposed, other than addresses.
- 7) **Utilities and Curb Cuts.** Utility connections and driveway/curb cut permits must be approved by the Department of Public Works.
- 8) **Master Deed.**
 - a. **Roads.** The proposed roads are not listed as a General Common Element in the Master Deed. We assume that the roads will be dedicated to the City. The City will need to accept the dedication of the roads prior to construction.
 - b. **Water and Sanitary Sewer.** Water and Sanitary Sewer are listed as General Common Elements in Section 4.1, but then later in that same section, the Master Deed states that the water and sanitary sewer infrastructure “may” be owned by “an appropriate governmental agency.” We recommend that the Master Deed specifically and clearly state that water and sanitary sewer infrastructure within the public right-of-way will be owned and maintained by the City of Marshall, and is not a General Common Element. Service leads to individual units are listed as Limited Common Elements, which is appropriate in our opinion.



- c. **Well and Septic Systems.** Well and septic systems are listed as Limited Common Elements. We recommend that they be removed, as there will be no well or septic systems. All homes will be required to connect to the public water and sewer system.
- d. **Stormwater.** The Site Condominium will include a private stormwater system, but will also connect to the City system. The City Attorney has provided language to clearly define the roles and responsibilities of the homeowner's association and the City when it comes to stormwater.
- e. **Sidewalks.** Sidewalks are also listed a Limited Common Elements. We find this acceptable from an ownership standpoint, but we recommend that language be added stating that sidewalks must be maintained in compliance with the City's Ordinance 90 and all other applicable City ordinances.

9) By-Laws.

- a. **Garages.** Section 7.6.c states that each unit must be equipped with an attached garage of at least one stall. The Zoning Ordinance requires two parking spaces per unit. We recommend this be amended to require a two-stall garages.
- b. **Landscaping.** Section 7.6.f requires "a minimum level of landscaping" for each unit, and establishes a Review Committee to evaluate landscaping plans. However, it does not define the "minimum level of landscaping." As discussed earlier, we recommend that the typical landscape plan be submitted, and serve as the "minimum level of landscaping" for by-laws purposes.

RECOMMENDATION

We recommend that the Planning Commission approve the Site Plan, with the following conditions.

- 1) The applicant should confirm that the homes will have two-car garages, and amend the By-Laws to reflect that fact.
- 2) Front yard landscaping must be added to the landscaping plan to comply with Section 5.15.8.A.
- 3) Typical side and rear yard landscaping must be submitted, and added to Section 7.6.f of the By-Laws.
- 4) The applicant should confirm that the homes will be porch or front yard lights, as well as rear entrance lights.
- 5) Review and Approval of the final Condominium By-Laws and Master Deed by McKenna and the City Attorney, including revisions to the Master Deed as described in this letter.
- 6) Review and Approval of Utility Extensions and Connections by the Department of Public Works.
- 7) Approval of the Road Dedication by the City.
- 8) Review and Approval by the City Engineer.



Please let us know if you have any questions.

Respectfully submitted,
McKENNA

Christopher Khorey, AICP
Vice President

Ethan Walthorn,
Assistant Planner

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.

(t) Unit(s). "Unit(s)" shall mean a single condominium building site in the Project, as described in Article V hereof and in "Exhibit ____" hereto, and shall have the same meaning as "condominium unit" as defined by the Act. No Unit shall be divided into more than one building site.

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 water system, sanitary sewer system or utility lines, appurtenant equipment and systems (including mains and service leads), and the telecommunications systems described above may be owned by an appropriate governmental agency or by the company that is providing the pertinent service. Accordingly, such water system, sanitary sewer system or utility and/or telecommunication lines, appurtenant 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**. Routine maintenance of the Private Storm Drainage System must be completed within thirty (30) days of receipt of written notification from either the City of Marshall (or other governmental authority) that action is required unless other acceptable arrangements are made between the Association and the City of Marshall (or such other governmental authority). In the event of an emergency, as determined by the City of Marshall or such other governmental authority, such notice shall not be required, and the City may, but is not required, to perform the maintenance and assess actual costs against the Association or Co-owners. Such maintenance costs shall constitute a lien on the Units assessed and shall be of the same character and effect as a lien created for City taxes and collected in the same manner as City taxes. The City or such other governmental authority, shall be entitled to assess its actual costs, including, but not limited to, engineering, contractor or legal fees in connection with the maintenance, repair or replacement of the Private Storm Drainage System and the enforcement of this condition. 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.

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 if deemed necessary, to create a special assessment district, whether pursuant to Michigan Public Act 40 of the Public Acts of 1956, as amended (the "Michigan Drain Code"), or other applicable Michigan law, for the purpose of assessing all of the Co-Owners in the Condominium Project on an equal basis or such basis as provided by the Drain Code, 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 under the Michigan Drain Code, or other applicable Michigan law 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.

Notwithstanding anything in the Condominium Documents to the contrary, the Developer, its successors and assigns, and Association agree that until formally accepted by resolution of the City of Marshall, the roads, water system and sanitary sewer system constructed over, across, under and within the land described in Article II hereof or any portion or portions thereof, or future expansion as provided in Article VI hereof, shall be deemed private and the Association shall be responsible for the maintenance, operation and repair of the same. Nothing herein shall prohibit the City of Marshall from establishing a special assessment district or imposing connection, tap-in or user charges on the Association or individual Co-owners and their respective units as necessary to administer, operate, maintain, improve, repair or extend the roads, water system or sanitary sewer system within the land described in Article II hereof or any portion or portions thereof, or future expansion as provided in Article VI hereof.

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.

The Developer, for the benefit of itself, its successors and assigns further reserves for the benefit of itself, its successors and assigns and for the benefit of all future owners of the land described in Article II hereof or any portion or portions thereof, the right at any time to grant access easements for public access and for proposed public roads within the Project and easements for utilities over, under and across the General Common Elements of the Project to appropriate governmental agencies or public utility companies. Any such easement or transfer of title may be conveyed by the Developer without consent of any Co-owner, mortgagee or other person and shall be evidenced by a grant of easement, deed, or an appropriate amendment to this Master Deed and its exhibits recorded in the Calhoun County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such easements, deed or amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

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 single-family 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, and in particular, the Common Elements (as defined in the Master Deed) identified in the Master Deed, easement and affairs of the Project in accordance with the Project Documents (as defined in the Master Deed) and the laws of the State of Michigan, 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"). These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of Act No. 59, P.A. 1978, as amended (the "Condominium Act" or "Act") and Bylaws provided for under the Michigan Non-Profit Corporation Act. 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 the 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, except as otherwise permitted by ordinance and regulations of the City of Marshall

(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 municipal property maintenance, building, mechanical, electrical and plumbing ordinances or codes in effect at the time the building or structure is erected, or as amended from time to time by the City of Marshall.

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 Ordinance, Property Maintenance Ordinance, and Building Code 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, property maintenance ordinances, and building codes of the City of Marshall 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 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.