

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, June 10, 2019, 7:00 P.M.
Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
4A. Council Meeting of May 28, 2019 MOTION Pg. 83
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report MOTION Pg. 3
6B. Charitable Solicitation State Law Summary Pg. 91
6C. Tax Reverted Property Memo and List Pg. 92
6E. Monthly Reports Pg. 96
6F. Brewer Townhome Site Plan & Sale Instruments (Draft Agreement Forthcoming) Pg. 121
6G. Fiscal Year 2020 Budget Book ATTACHED
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. Appointments RESO Pg. 16
8B. Budget Adoption RESO Pg. 17
8C. Zoning Amendments RESO Pg. 23
8D. Brewer Townhome Site Plan RESO Pg. 78
8E. Brewer Townhome Sale Instruments RESO Pg. 78
8F. Color Run Date Change RESO Pg. 79
8G. Tax Reverted Property Acquisition RESO Pg. 80
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

Next Month Calendar

Fire Board:	Monday, June 17, 2019, 6:00 p.m., Public Safety Bldg
Zoning Board of Appeals:	Wednesday, June 19, 2019, 6:00 p.m., PDBMB
City Council:	Monday, June 24, 2019, 7:00 p.m., PDBMB
Swartz Creek Chamber:	Tuesday, June 25, 2019, 12:00 p.m., American Legion
Metro Police Board:	Wednesday, June 26, 2019, 10:00 a.m., Metro Headquarters
Planning Commission:	Tuesday, July 2, 2019, 7:00 p.m., PDBMB
Park Board:	Wednesday, July 3, 2019, 5:30 p.m., PDBMB
City Council:	Monday, July 8, 2019, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, July 11, 2019, 6:00 p.m., PDBMB

City of Swartz Creek Mission Statement

The City shall provide a full range of public services in a professional and competent manner, assuring that the needs of our constituents are met in an effective and fiscally responsible manner, thus promoting a high standard of community life.

City of Swartz Creek Values

The City of Swartz Creek's Mission Statement is guided by a set of values which serve as a common operating basis for all City employees. These values provide a common understanding of responsibilities and expectations that enable the City to achieve its overall mission. The City's values are as follows:

Honesty, Integrity and Fairness

The City expects and values trust, openness, honesty and integrity in the words and actions of its employees. All employees, officials, and elected officials are expected to interact with each other openly and honestly and display ethical behavior while performing his/her job responsibilities. Administrators and department heads shall develop and cultivate a work environment in which employees feel valued and recognize that each individual is an integral component in accomplishing the mission of the City.

Fiscal Responsibility

Budget awareness is to be exercised on a continual basis. All employees are expected to be conscientious of and adhere to mandated budgets and spending plans.

Public Service

The goal of the City is to serve the public. This responsibility includes providing a wide range of services to the community in a timely and cost-effective manner.

Embrace Employee Diversity and Employee Contribution, Development and Safety

The City is an equal opportunity employer and encourages diversity in its work force, recognizing that each employee has unlimited potential to become a productive member of the City's team. Each employee will be treated with the level of respect that will allow that individual to achieve his/her full potential as a contributing member of the City staff. The City also strives to provide a safe and secure work environment that enables employees to function at his/her peak performance level. Professional growth opportunities, as well as teamwork, are promoted through the sharing of ideas and resources. Employees are recognized for his/her dedication and commitment to excellence.

Expect Excellence

The City values and expects excellence from all employees. Just "doing the job" is not enough; rather, it is expected that employees will consistently search for more effective ways of meeting the City's goals.

Respect the Dignity of Others

Employees shall be professional and show respect to each other and to the public.

Promote Protective Thinking and Innovative Suggestions

Employees shall take the responsibility to look for and advocate new ways of continuously improving the services offered by the City. It is expected that employees will perform to the best of his/her abilities and shall be responsible for his/her behavior and for fulfilling the professional commitments they make. Administrators and department heads shall encourage proactive thinking and embrace innovative suggestions from employees.

**City of Swartz Creek
CITY MANAGER'S REPORT**

Regular Council Meeting of Monday, June 10, 2019 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: June 6, 2019

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(No Change of Status)*
The local Board of Review process is complete, but commercial/industrial appeals go straight to the Michigan Tax Tribunal. We are not yet aware of any, but we will keep the council informed as we move through spring and early summer.

- ✓ **STREETS** *(See Individual Category)*
 - ✓ **2017-2020 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(No Change in Status)*
We held our preconstruction meeting with the state MDOT, staff, the contractor and our consultant on April 10th. Our street contractor is expected to begin on June 10 and be substantially complete prior to schools starting in the fall. The project includes a mill and resurface of the road way. We are also converting overhead street lights to LED and adding two additional LED pedestrian lights. Enhanced crosswalks are included in the project as well. Traffic should remain open throughout the project.

 - ✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(No Change in Status)*
Morrish Road from Bristol to Miller has been funded. The city has committed the match portion to this project, which is 80-20. It is unclear what year this project will be undertaken, but we want it done subsequent to the USDA water main work. This MAY span two construction seasons.

Note that we will likely need to engage in the Qualified Bidding Selection process to pre-certify engineering firms to work on federal projects. The QBS process is something that the city has routinely done to stay compliant and to have a good faith process for ensuring quality and competitive engineering services. This process was last finalized on November 25, 2013. I am going to split this out as a separate business item until it is complete. I intend to begin this process in late spring.

- ✓ **STREET PROJECT UPDATES** *(No Change in Status)*
This is a standing section of the report on the status of streets as it relates to our dedicated levy, 20 year plan, ongoing projects, state funding, and committee work. Information from previous reports can be found in prior city council packets.

Helmsley Drive is a go for 2019 reconstruction. With the school schedule now known, the start date is officially June 10. The contractor is Glaeser Dawes. The project includes full depth road reconstruction, new drive approaches, new sidewalk (for areas not included in the previous water main replacement), some forestry, and three new pedestrian LED's.

The engineering proposal for 2020 local streets with OHM is approved and work is underway. The scope includes a section of Oakview, Chelmsford, and Oxford (including

the last small stretch of Winston). Note that it is unlikely we will have a budget to do all of those sections in 2020 since state revenues have not been forthcoming as expected. However, it is work that needs to be completed for the USDA watermain on those streets in the next three years.

Notable issues currently include the proposed layout and ownership (school or city) of the bus lane on Oakview by Syring. We will liaise with the school regarding this and how they wish to proceed with the bond improvements.

✓ **WATER – SEWER ISSUES PENDING** (*See Individual Category*)

✓ **SEWER REHABILITATION PROGRAM** (*No Change of Status*)

2018-2019 winter sewer projects have been approved and are underway. The scope includes lining improvements and video service at a cost of \$197,772. There are some small connections between collectors in the Winchester Village that need to be done. Liquiforce is completing the large collector on Durwood and a downtown line, School Street. As of writing, the lining crew is in town!

This multi-year program is on schedule and budget. Based upon current rates and existing fund balance, staff may recommend expending more in the next year or two on the sewer rehabilitation plan in order to get some higher risk assets completed more quickly.

We have flow meters installed at key collector lines in the city. We need to ascertain what the remaining capacity is before we can enable the progress of new projects (Applecreek, Springbrook East expansion, future Morrish Road users, etc). If the lines are not sized properly, investment may be warranted. This would alter our rehabilitation plan to include capital investment for future users. For this reason, we are not altering rates until the capacity information is available.

✓ **WATER MAIN REPLACEMENT** (*No Change of Status*)

The USDA agreement is ready to execute! This is a big step. I believe the blanket approval enables staff to execute this, but I am double checking on the authority and timeliness before continuing.

All distribution system ownership/control has been documented and approved. We also have a request by the engineer to consider zinc coated pipe, which could be an innovation that reduces costs (pipe thickness) and increases durability. We are checking.

Engineering continues. Bond counsel and other team members have been tentatively assembled and await progress.

Prior system report findings follow:

The Genesee County Drain Commission - Water and Waste Services Division Water Master Plan, indicates they are considering a northern loop to provide redundancy and stability to the system. This is good news since Gaines and Clayton Township rely on the overstressed Miller line. There is currently not any cost or participation information available. I will keep the council informed.

The city has been working with the county to abandon the Dye Road water main in the vicinity of the rail line. Note that we are holding this action pending the master plan review. This line is prone to breaks, which can be very costly and dangerous near the rail spur.

The intention would be to connect our customers to the other side of the street, onto the county line. It appears the transition cost would be about \$25,000. We will work with the county on this matter and report back on our findings.

Lastly, the city should probably complete full demolition on the “Brown Road” site (the old well head) and sell this property. This is not a high priority, but it is now on our radar.

✓ **HERITAGE VACANT LOTS** *(No Change of Status)*

The last of the lots acquired prior to the special assessment have been approved for sale. The city has two more lots that were acquired through the tax reversion process. If there is no objection, I will look to prepare instruments for the two units acquired in 2017 at new, negotiated pricing if requested by the buyer, JW Morgan, at some point in the future.

✓ **NEWSLETTER** *(Update)*

It is already time to start thinking about the July edition. Send me ideas or content!

✓ **CONSTRUCTION & DEVELOPMENT UPDATE** *(Update)*

This will be a standing section of the report that provides a consolidated list for a brief status on public and private construction/developmental projects in the city.

1. The **streetscape project on Miller Road** is underway! Holland Square is to be paved and illuminated, with a decorative fence/wall. Miller Road is to have lighting, landscaping, new walkways, knee walls, and pedestrian crossings.
2. The reconstruction of the expanded **Sharp Funeral Home** continues and should be done this month! This is a ~14,000 square foot building in downtown.
3. **Façade grants** are complete for Robertson Insurance and Howe Art Supplies (she still intends to paint the doors). Renovations on 5015 Holland and 7530 Miller are pending. All work (public and private) will be in excess of \$250,000.
4. The city hopes to commence construction on **about \$1 million of grant support recreational path in 2020**. The MDOT grant is conditionally awarded and we await word on the DNR grant portion.
5. The Chamber, Women’s Club, and other downtown business owners continue to plan and expand **events in downtown**. The Fall Family Fun Day is expanding into the Jeepers Creekers event, which will cover multiple weekends in October of 2019. This will include a zombie walk, city-wide decorating, trunk or treat, separate youth and adult movie nights, and related activities.
6. The **raceway has new ownership**. They intend to use the site for thoroughbred horse racing, but they did not get state approval for live races or simulcasting in 2019. They are open to finding additional users for the site to supplement the racing. They are also communicating well in regards to partnering with community groups such as Hometown Days. I find the new owners to be very astute and capable.
7. A Flint based group has a purchase option for **Mary Crapo**. The intent is to use the building and site for senior housing. This would result in new residents in the downtown and the potential for new construction on part of that site.
8. The **school bond** passed and many improvements are expected in 2019 throughout the district. Total investment for this effort will exceed \$50 million over two to three years.
9. **Street repair in 2019** is to include Fairchild (with decorative lighting) and Helmsley (full reconstruct). The city also has grants and loans for about **\$5 million in water main work** to occur between 2020 and 2022.

10. The **Applecreek Station** development of 48 townhomes is in the engineering phase. These units range in size from 1,389 to 1,630 square feet, with garages. Construction will occur on vacant land in the back of the development, by Springbrook Colony. Site engineering plans have just been submitted by the owner. Rents are expected to be about \$1.00 per square foot (~ \$1,600 a month) which matches rents in Winchester Village. If this project occurs in 2019, 2020 DDA revenues will be positively and substantially improved.
11. The **Brewer Condo Project** is on the agenda for site plan and the first step of the sale process! This includes 15 townhome condos off Morrish Road in downtown. They are approximately 1,750 square feet, with two car garages and basements.
12. The city council approved the use of **state tax incentives** and local utility waivers for redevelopment sites in downtown, rounding out our efforts to be a certified Redevelopment Ready Community.
13. There are **soft inquiries for vacant downtown land** for new buildings/users. However, there has not been any new movement on this issue.

✓ **HOLLAND SQUARE & STREETScape (Update)**

Green Tech Systems, LLC is working! Traffic should remain open, though lane closures and shifts are expected. We hope to have everything done in July.

Note that we intend to proceed with pavement styles and colors that are desirable for future use (based upon late feedback from business committee members downtown). This WILL NOT MATCH THE EXISTING. The grey stone look was thought to be too drab and blending into our nasty winters and springs. We are opting to have all future street scape features contrast the large amounts of grey/black/white with other variations of reds. So, instead of matching what is less desirable for the sake of matching, we intend to building new features that are more in line with aesthetics with the intention of matching the older components when they are due.

✓ **TRAILS (No Change of Status)**

The second application to the DNR Trust Fund grant has been submitted. We await notification, which should come this fall.

The DNR grant is crucial to offset the 35% that the city must cover to match the Enhancement Grant. The MDOT Enhancement Grant is conditionally awarded. We hope this covers 65% of the investment. Work with Consumers Energy and CN Rail is positive for those project components that require their engagement. We are still working with the MTA and GM on some easements and permissions.

Note that the city will still be heavily invested in this, even if both grants are awarded. Count on a general fund outlay of \$200,000 for the local match and additional engineering, construction, and inspection services. Any overages (price changes and change orders) will be locally covered as well.

The project timeline will be revised. At its core, it should still reflect a 2020 construction timeframe. The difference is that we plan to engineer the project sooner than anticipated so we can bid it upon a conditional DNR award in a year's time.

✓ **REDEVELOPMENT READY COMMUNITIES (Business Item)**

The planning commission continues to work on zoning amendments. A public hearing was held on April 2nd and again on June 4th. Based upon input, additional changes are proposed

and included in our packet for approval by the city council. The changes appear more board sweeping than they are due to a realignment of the code that reduces the number of sections.

See the planning commission packets/minutes for the past six months for details. In short, this has been a long process that is resulting in the addition of a conditional use section of the code, streamlining of zoning districts and the use table, and transfer of site plan approval final authority from council to the planning commission. I am hopeful we can proceed with these changes at the meeting! Note that there are some formatting issues in the code as it appears in the resolutions. This is a glitch between the consultant digital files and ours, but it will be corrected for codification.

The public engagement strategy and economic development strategy are approved and have been submitted to the state. We are near the end of the certification process! The following RRC components are still pending:

- Development review flowchart and checklist
- Property marketing packages, including incentives (see incentives section)

✓ **DOG PARK** *(No Change of Status)*

Following the GFWC donation at our meeting on the 11th, the scouts are apparently within about \$1,000 of their goal. I am hopeful they can make this a 2019 project.

✓ **DURAND AREA INDUSTRY - PROJECT TIM** *(No Change of Status)*

This project seems cold and quiet. However, it appears there are still valid purchase agreements in place for the development, and there are state and local bureaucrats continuing work on contingency plans for utility and traffic modelling. It is anyone's guess at this point. Please see prior packets for information on the project and its evolution.

✓ **TAX REVERTED PROPERTY USE** *(Update)*

I expected transactions for the approved sales of vacant land on Wade Street and in Heritage Village before June. I am going to see what interest the parties still have in these and report back to the city council.

✓ **8002 MILLER** *(No Change of Status)*

The contractor is working. A completion timeline has not been set. Time is on our side with this since it gives the user more time to establish their new business and contribute more monthly payments to the project.

✓ **GROUNDWATER WITHDRAWAL ORDINANCE** *(No Change of Status)*

The Michigan-based consultant that is working for Exxon contacted us in April. They are working with the state on finalizing the groundwater withdrawal ordinance for Holland Square. This is something that still needs to be approved by the city council per the executed site license agreement.

The consultant is also looking to close another chapter in this saga by getting permission from the state to remove the monitoring wells on this site. This would make our development and maintenance of Holland Square much easier. As of writing, this appears likely.

Concerning the ordinance, the practical impact of this is small since wells are no longer permitted in the city and there are no known 'grandfathered' wells in the impacted area. The

city attorney sees no issues with this ordinance, so we will look to have this before the council when Exxon and their consultant are confident the timing is right.

The council held a public hearing at our meeting on April 23, 2018. ExxonMobil, the Michigan DEQ, and other representatives spent the last year reaching out to property owners to research if there are any well impacts.

✓ **SCHOOL FACILITY PROPOSAL** (*No Change of Status*)

The school received high bids for initial security work. They are rebidding with the addition of fall/winter work in the hopes that the scope and timing of the new work expectations will be more enticing to contractors. It is expected that elementary security entrances and related work will be the first phase of the investment.

Additional bond work shall continue in 2020 and 2021. It will include all facilities, including athletic facilities at the high school. We expect cooperation and benefit in terms of establishing safer connections for walkers, better land grades (e.g. the football field), and more attractive gateways.

✓ **BREWER TOWNHOMES** (*Business Item x2*)

The site plan and condominium documents were reviewed at the June 4th meeting. The developer, RBF Construction, submitted a substantially complete site plan to the Planning Commission after review by the DDA.

The concept includes expanded use of porches (lower and upper levels) to enable more 'protected space' for occupants to enjoy and observe the outdoors, while maintaining their privacy. The plan still includes fifteen two-story homes, with two car garages and basements, on the property across from the post office. There are no additional public utilities serving the site, only a private drainage system and fifteen sets of water/sewer service lines. The other features include a private alley, driveways, and landscaping. Since these are individually owned condo units functioning similar to Springbrook, there are no common waste bins, parking areas, lighting, or related features. The plan also includes a provision for the city to retain the property where the flag retirement feature is.

The planning commission found that the project fits into the community vision and recommends site plan approval by the city council. The site plan review letter and application materials are attached.

In tandem with this, **the city council is expected to consider the entire project from the standpoint of a land owner/partner, incentives, and site plan.** This includes consideration of quality of life impact, sale instruments, site plan specifics, and condominium documents (deed and bylaws). At this point, we have all features ready to be reviewed.

Based upon the existing planning documents, DDA review, and planning commission review, I am confident that the project meets our downtown and overall quality of life goals. The site plan is recommended for approval, including the master deed and bylaw draft (subject to further zoning administration approval). With that said, we are looking to consider the sale instrument.

For this, our city attorney recommends and drafted a purchase and development agreement. Our goal is to transfer the property for its intended purpose, that of the townhome construction. We can legally operationalize this with the agreement by requiring:

1. Adherence to the site plan
2. Filing of the master deed and by laws
3. Replacement of the drive to the north (required to use the northern part of the land where a common drive exists)
4. Removal of the fire retirement feature grounds from the sale

These features are included in the draft agreement. The last, and most objective feature of any real estate transaction, is the price. I think we would be remiss if we 'gave' this property away. However, we are approaching this with the understanding that this is a more unique and unproven market element. Furthermore, no other local developers showed interest or an appetite for this project even when there was a theoretical value of \$0 on the property and potential connection fee waivers.

In the interest of effecting change, and doing so with quickness, I recommend we establish a price that forces the developer to 'put skin in the game' without compromising the transaction. From the city's perspective, this is not a purely financial endeavor by which we aspire to maximize the sale price with the intention of using the funds to enhance downtown. To the contrary, we hope the project is invested in to a degree that it directly enhances downtown, and indirectly contributes through ongoing individual tax payments by the new owners.

After negotiations and based on our recent lot sales in Heritage, I recommend we set the price at \$10,000. This amount should be sufficient to demonstrate the seriousness of the developer and offset the city's soft costs related to the endeavor. This comes after many sessions of negotiating on our cooperative approach to establishing the standards for the development (e.g. inclusion of basements, additional porches, masonry, etc.).

I hope this is agreeable with the community. Keep in mind that it was the DDA that desired this change, hired an architect to do conceptual renderings, and then solicited developers. This is not an initiative in which we were approached by a builder. Since RBF Construction began discussing the matter with the community, we have been partners in revising the concepts, establishing the scope and composition of the project, and working out the sale specifics.

In short, we have the idea and the land, the developer has the risk and capacity to build. We each brought ideas to the table and both parties hope to benefit. If the price is raised arbitrarily we risk quality, sales, and the potential success of the property. If we sell too low, we lose public value. Given our objectives to ensure a quality project, I am comfortable (considering our negotiations) with a sale price of \$10,000.

✓ **SPORTS CREEK RACEWAY & GAMING COMMISSION** (*No Change of Status*)

I have asked the owner to attend a council meeting, as requested. He indicates a willingness to do so, but he has requested additional time to see to essential matters. The previous report follows:

The property has sold! Staff met with the new owners, utilities have been transferred, and we have recorded a property transfer affidavit. It appears the plan is to proceed with use of the

raceway for thoroughbred racing, however the state approvals and legislation relating to this are not looking promising. It appears that 2019 live racing and simulcasting are unlikely.

The owner appears very communicative and interested in making the facility more community oriented. They are open to cooperative planning, potential reuse of parts of the site, and engaging in stronger hospitality uses related to racing. However, there are many unknown and important circumstances at play, such as the racing industry as regulated by the state, the potential (right or wrong) for sports gambling, and demand from Project Tim.

Summarily, I believe the transfer will enable some sort of positive economic use in the years to come, but the path is not clear at this point due to the circumstances. However, I have a high degree of trust and confidence in the owner so far and will wait for the dust to settle for them with a renewed sense of optimism.

Future reports will obviously follow. Immediate steps for us are to work with the owner on site safety and compliance, as well as the potential for short term use as a horse racing venue. We will also connect them with our Downtown Development Authority and the Redevelopment Ready Communities Program state resources.

✓ **CDBG** (*No Change of Status*)

At this point, we are looking to upgrade street name/stop signs in the downtown area using these funds. I will keep the council informed of the timeline.

✓ **SAFE ROUTES TO SCHOOL** (*Update*)

The city and school have approved cooperation to proceed with the technical assistance grant offered by the Crim Fitness Foundation. The walking audit of the Middle School area was on June 5th and Syring is scheduled for June 7th. Elms Elementary is not scheduled yet. Once these are done, we should start seeing some public engagement.

✓ **INCENTIVE PACKAGES & RRC PROPERTIES** (*No Change of Status*)

The Planning Commission has been given the preliminary data necessary to consider an incentive policy or set of guidelines. Because of their workload, an introduction to the concept was all that occurred at their May meeting. I expect the resulting policy to take 3-4 months to complete.

Per our council resolution, specific instruments by which we can target commercial and industrial properties downtown, include:

1. Public Act 198 of 1974: Industrial Property Tax Abatement
2. Public Act 255 of 1978: Commercial Redevelopment Act
3. Public Act 210 of 2005: Commercial Rehabilitation Act Tax Abatement
4. Water & Sewer Connection Fee Waiver Policy
5. Tax Increment Financing Public Improvements (already enabled via the façade program)
6. Expedited permitting

Suggested policy provisions include incentives for:

1. RRC sites
2. Hospitality, culture, entertainment, and recreational uses
3. Historic preservation and/or consideration

4. Build-to lines for development (little or no setbacks)
5. Outdoor uses
6. Walkable design
7. Mixed uses
8. Multiple stories
9. Total investment and job creation

I do not expect this policy to be prescriptive or rigid in nature. Instead, the council will have latitude to consider each project independently and award any incentives on an incremental/percentage basis using the site-specific circumstances.

✓ **BUILDING AND ZONING SERVICE DELIVERY (Update)**

A test version is up and running, with staff having initial training on June 5th. For the next month or so, we will test the web and staff-user systems to ensure that the online registration, permits, inspection requests, and payment interface is working. We should be live with a full suite of online building services (including limited zoning & right of way permitting)!

The enhancements will improve our internal work flow/checklists and increase our online abilities by enabling the integration with the existing BS&A platforms. This means that we will be using less paper and relying more on digital submissions of applications, as well as the potential for online payment and permit delivery. Projects, both big and small, will then be coordinated and viewable by all users (Swartz Creek and Mundy) within the software at all times.

This is an enhancement that Mundy staff are already engaged in and will look to apply their knowledge to bring us into the 21st century as well. In fact, combined with other RRC initiatives, this should make us cutting edge among municipalities. I will keep the council informed.

✓ **SWARTZ CREEK STUDENT COUNCIL COLOR RUN (Business Item)**

This event is officially seeking a new date and time. They wish to hold the race on Tuesday, September 17th at 6pm. The route is the same. I included a revised approval resolution.

✓ **NON-COMMERCIAL MARIJUANA (MARIHUANA) REGULATIONS (Update)**

I discussed the matter with the city attorney on May 23rd. I hope to have some input on WHAT features can be regulated and HOW in the coming months. The previous report follows:

In addition to commercial activities for medical and recreational marijuana, there are still regulatory considerations for residential growing, processing, possessing, and using. Generally, the concerns boil down to odor, as it relates to neighborhood and public impacts of growing and use. There is also concern for the scope and scale of residential growing as it relates to safe irrigation, lighting, ventilation, etc. Problems associated with home growing include odor, mold, pests, electrical fires, and theft.

To address these issues, I have been consulting the city attorney about providing regulations related to home grows (inside, outside and accessory structures; number of plants; applicability of building codes). Many codes already exist and can be enforced. However, ventilation is a tough one. For this, regulators recommend a general odor ordinance. This is something we are looking into.

On the use side, we are considering options for ordinances that might control outdoor consumption. This will almost certainly include publicly owned lands and right-of-ways. There is also consideration for outdoor use on private property as well.

I expect to work with Metro and our attorney in the coming weeks to create some ordinance language to regulate grow operations at residences, as well as outdoor use. Should the city adopt an ordinance to opt out of all commercial recreational marijuana activities (see Recreational Marijuana Ordinance below), this ordinance may also be the conduit to control general marijuana activities.

- ✓ **CENSUS COMPLETE COUNT COMMITTEE** *(No Change of Status)*
Mr. Cramer will lead the Swartz Creek Complete Count Committee. I am hopeful that we will have more resources for him to use as we proceed. At this time, there are no meetings or activities planned. The 2020 census count will be vital to the city's ability to understand our service needs and in calculating many state and federal funding streams.
- ✓ **RECREATIONAL MARIJUANA ORDINANCE** *(Update)*
An ordinance to opt out of recreation marijuana (marihuana) was approved in May and will be effective this month. This item will be removed from future reports.
- ✓ **BUDGET** *(Business Item)*
A full draft of the fiscal year 2020 budget book is included with the packet. This is ready for adoption. I encourage members to reach out to me and/or Mrs. Korth to discuss any nagging questions or comments that follow the public hearing from May 28th. A resolution to approve is included in the packet.
- ✓ **FIRE AGREEMENT** *(No Change of Status)*
The current fire agreement expires in September. I expect to be working with Clayton Township to negotiate terms for its extension.
- ✓ **GIS MAPS** *(No Change of Status)*
The city maintains detailed maps of infrastructure. Some of these maps include Global Informational Systems data (satellite delineated geo-spatial data on location of features that includes a data base of related data). For example, we have geo-coded location data on city water hydrants that includes a digital database on valve composition, condition, and maintenance.

We are working with Rowe to expand our capabilities in this arena. We are in the process of geo-locating and providing initial data fields for storm sewer, sanitary sewer, and undocumented water distribution features. As it happens, the Genesee County Drain Commission is engaging in a similar effort. We are working with them to ensure our data matches and can be shared equally and adequately. If the data sets and maps match in their scale, the county should be able to reimburse use for some of the charges resulting from the creation of the maps and data fields.

The result will be a much more useful and publicly accessible map and informational database relating to our water, sewer, storm, and street infrastructure. This will help disseminate information, plan improvements, and show results.

- ✓ **SERVICE LINE INSURANCE PROPOSAL** *(Update)*

A company is seeking the ability to market water and sewer line insurance to our water and sewer customers. The company appears valid and experienced. I have had one phone conference with them, and I have included the most basic of information in the May 28, 2019 packet.

Is there any interest in pursuing this?

I will do some more research to see if this is something that could have legitimate value to our residents. Initially, while water service issues are not common, sewer lines in Winchester Village are prone to collapse and other forms of failure due to their age (~60 years), composition (clay), & location (rear yards).

✓ **OTHER COMMUNICATIONS & HAPPENINGS** *(See Individual Category)*

✓ **MONTHLY REPORTS** *(Update)*

The monthly building reports from building and related activities are included.

✓ **BOARDS & COMMISSIONS** *(See Individual Category)*

✓ **PLANNING COMMISSION** *(Business Item)*

The planning commission met on June 4th. The commission held another public hearing concerning the proposed changes to the zoning code. The revisions include changes to conditional uses, site plan review standards, condominiums, and the related land use category sections. This was a lot of work by everyone! Changes were very limited at this meeting, which is good since this was the 4th revision! They recommend approval, and an ordinance is included to make the changes! See the online planning commission packet for details.

The Brewer Townhome project was reviewed and recommend for approval as well. See that section for details.

Due to the work load, incentives were not discussed at this meeting. We should be on schedule for a late summer adoption of guidelines for incentive use.

The next meeting is scheduled for July 2, 2019. I expect incentives to dominate this agenda.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY** *(Update)*

The DDA packet for June 13 is out. Check it out on the city website.

✓ **ZONING BOARD OF APPEALS** *(Update)*

Mr. Barclay resigned his position. The mayor and council shall need to make a replacement appointment.

✓ **PARKS AND RECREATION COMMISSION** *(Update)*

The Park Board met on June 5 at city hall. Summer projects include staining parts of the Elms playscape, the Elms trail loop, Abrams Park forestry, and the potential for the dog park. The group discussion covered the condition of the parks (wet) and the slip and slide event.

✓ **BOARD OF REVIEW** (*No Change of Status*)

The BoR held hearings on:

March 18th 9am-12pm & 6pm-9pm

March 19th 9am-12pm

March 20th 9am-12pm

Though I do not have a detailed report of the 26 cases that were heard, my understanding is that ten were disabled veteran exemptions.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **CHARITABLE SOLICITATION IN THE ROADWAY** (*Update*)

Many folks in the community have been commenting on or asking questions about the solicitors in the roadway. I am including a state law summary on the matter. In short, the state took local control of this issue away in 2017. The summary sheet indicates the conditions under which folks have rights to engage in this activity. While the city could promulgate some rules to further control this, there is no getting around the activity being permitted under the guidelines specified.

✓ **APPOINTMENTS** (*Business Item*)

We have a pair of appointments on each of the Downtown Development Authority, Board of Review, and Planning Commission. There is also a vacancy on the Zoning Board of Appeals and a vacancy on the Planning Commission that need to be filled. The mayor recommends continuing with the existing officials on the DDA, BoR, and PC. For the ZBA position, he recommends Tom Wyatt, a recent applicant that read about the vacancy online. The vacant PC position has a nominee named Thomas Farrell, who owns Crown Realty in town and is a resident.

✓ **TAX REVERTED PROPERTY ACQUISITION** (*Business Item*)

There is one property available to the city through the county tax reversion process. Vacant land on Young Drive, in Winchester Woods, is available for \$978. Because this area has unresolved drainage issues, the city has been slowly acquiring lots as a means to provide potential solutions.

Controlling lots enables the community to directly contribute to a potential solution by storing storm runoff. Such lots can also be sold to offset costly potential improvements that provide for an engineered solution to runoff. If nothing else, public control ensures that development pressures are reduced for the time being.

The county indicates that they need a response from the city by July 2. The city council has acquired all lots in Winchester Woods that become available in order to prevent development and exacerbate known drainage issues. I have included a resolution to proceed with acquisition. The public purpose must be satisfied by the city.

Council Questions, Inquiries, Requests, Comments, and Notes

Hometown Days: There was rain and lightning at times, but no major issues have been reported. They did experience good weather for Friday, most of the parade, and Sunday.

School: The last day of school is Friday, June 7. No additional make up days are required.

Fire Flows: There was a structure fire in Gaines Township on June 1. Crews needed a water supply and the hydrant on the dead end of the water main on Seymour Road (by the rail road tracks and in the city) was used. This generated water color complaints. I will speak to Chief Plumb about etiquette regarding use of our public system by other departments during emergencies as it relates to notification, use, and potential damage (water main breaks from water hammer).

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, June 10, 2019, 7:00 P.M.**

Resolution No. 190610-4A MINUTES – May 28, 2019

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Tuesday, May 28, 2019, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Resolution No. 190610-5A AGENDA APPROVAL

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of June 10, 2019, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Resolution No. 190610-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of June 10, 2019, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Resolution No. 190610-8A RESOLUTION TO APPOINT VARIOUS OFFICIALS TO THE BOARD OF REVIEW , PLANNING COMMISSION, DOWNTOWN DEVELOPMENT AUTHORITY, AND ZONING BOARD OF APPEALS

Motion by Councilmember: _____

WHEREAS, the laws of the State of Michigan, the Charter and Ordinances of the City of Swartz Creek, interlocal agreements in which the City of Swartz Creek is a member, and previous resolutions of the city council require and set terms of offices for various appointments to city boards and commissions, as well as appointments to non-city boards and commissions seeking representation by city officials; and

WHEREAS, a public hearing was posted and held in accordance with the city charter on May 28, 2019; and

WHEREAS, the Swartz Creek City Council finds the following Fund-based budget to be an accurate and desirable instrument to appropriate funds to serve the needs of the City of Swartz Creek.

THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby adopt the following 2019-2020 fiscal budget based upon the following tax mills:

General Operating Levy	4.8289 mills
Public Safety SAD	4.9000 mills
Street Levy	4.2200 mills
Sanitation Levy	2.6270 mills

101 GENERAL FUND	Estimated Beginning Fund Balance	\$	1,527,090
	<u>Estimated Revenues</u>	Adopted	
General Fund Estimated Operating Revenues		<u>2,450,558</u>	
		2,450,558	
	<u>Appropriations</u>	Adopted	
General Government Activities 101-299		416,902	
Public Safety Activities 301-399		1,269,482	
Public Works Activities 400-799		714,595	
Other Government Activities 800-999		<u>190,307</u>	
		2,591,287	
		2,591,287	
Effect on General Fund's Fund Balance			(140,729)
Estimated Ending Fund Balance June 30, 2020			\$ 1,386,361

202 MAJOR STREETS	Estimated Beginning Fund Balance	\$	586,889
	<u>Estimated Revenues</u>	Adopted	
Major Streets Fund Estimated Operating Revenues		<u>638,959</u>	
		638,959	
	<u>Appropriations</u>	Adopted	
General Government Activities 101-299		800	
Public Safety Activities 301-399		0	
Public Works Activities 400-799		502,237	
Other Government Activities 800-999		<u>100,000</u>	
		603,037	
		603,037	

Estimated Ending Fund Balance June 30, 2020	\$	622,811
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203 LOCAL STREETS FUND Estimated Beginning Fund Balance		201,827.00
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<u>Estimated Revenues</u>	<u>Adopted</u>
Local Streets Fund Estimated Operating Revenue	707,529
	707,529

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	800
Public Safety Activities 301-399	410783.73
Public Works Activities 400-799	0
Other Government Activities 800-999	0
	411,584
	411,584

Effect on Local Streets Fund's Fund Balance		295,945
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Estimated Ending Fund Balance June 30, 2020	\$	497,772
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204 MUNICIPAL STREET FUND Estimated Beginning Fund Balance		25,688.00
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<u>Estimated Revenues</u>	<u>Adopted</u>
Municipal Stree Fund Estimated Revenue	631,220
	631,220

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	0
Public Safety Activities 301-399	0
Public Works Activities 400-799	0
Other Government Activities 800-999	605,475
	605,475

Effect on Municipal Street Fund's Fund Balance		25,745
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Estimated Ending Fund Balance June 30, 2020	\$	51,433
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226 GARBAGE FUND Estimated Beginning Fund Balance	\$	331,587
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<u>Estimated Revenues</u>	<u>Adopted</u>
Garbage Fund Estimated Operating Revenue	395,423
	395,423

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	44,795
Public Safety Activities 301-399	0
Public Works Activities 400-799	346,399
Other Government Activities 800-999	0

391,193

Effect on Garbage Fund's Fund Balance

4,230

Estimated Ending Fund Balance June 30, 2020	\$	335,817
248 DDA FUND Estimated Beginning Fund Balance	\$	18,857

Estimated Revenues

Adopted

DDA Fund Estimated Operating Revenue	47,810
	<u>47,810</u>

Appropriations

Adopted

General Government Activities 101-299	2,510
Public Safety Activities 301-399	0
Public Works Activities 400-799	4,425
Other Government Activities 800-999	0
	<u>6,935</u>
	<u>6,935</u>

Effect on Local Streets Fund's Fund Balance

40,875

Estimated Ending Fund Balance June 30, 2020	\$	59,732
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350 CITY HALL DEBT FUND Estimated Beginning Fund Balance	\$	3,076
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Estimated Revenues

Adopted

City Hall Debt Fund Estimated Revenue	88,743
	<u>88,743</u>

Appropriations

Adopted

General Government Activities 101-299	0
Public Safety Activities 301-399	0
Public Works Activities 400-799	0
Other Government Activities 800-999	89,480
	<u>89,480</u>

Effect on City Hall Debt Fund's Fund Balance

(737)

Estimated Ending Fund Balance June 30, 2020	\$	2,339
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402 FIRE EQUIPMENT FUND Estimated Beginning Fund Balance	\$	1,194
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Estimated Revenues

Adopted

Fire Equipment Replacement Fund Est Operating Rev.	75,010
	<u>75,010</u>

Appropriations

Adopted

General Government Activities 101-299	0
Public Safety Activities 301-399	0
Public Works Activities 400-799	0

Other Government Activities 800-999	0
	0
	0

Effect on Fire Equip Replacement Fund's Fund Balance 75,010

Estimated Ending Fund Balance June 30, 2020 \$ 76,204

590 WATER FUND Estimated Beginning Fund Balance \$ 5,906,411

Estimated Revenues

Adopted

Water Supply Fund Estimated Operating Revenue	2,227,795
	<u>2,227,795</u>

Appropriations

Adopted

General Government Activities 101-299	140,465
Public Safety Activities 301-399	
Public Works Activities 400-799	2,292,462
Other Government Activities 800-999	61,916
	<u>2,494,843</u>
	<u>2,494,843</u>

Effect on Water Supply Fund's Fund Balance (267,048)

Estimated Ending Fund Balance June 30, 2020 \$ 5,639,363

WATER FUND EXPENSES INCLUDE \$189,000 IN

DEPRECIATION

591 SEWER FUND Estimated Beginning Fund Balance \$ 7,651,097

Estimated Revenues

Adopted

Sanitary Sewer Fund Estimated Operating Revenue	1,292,465
	<u>1,292,465</u>

Appropriations

Adopted

General Government Activities 101-299	140,746
Public Safety Activities 301-399	0
Public Works Activities 400-799	1,275,839
Other Government Activities 800-999	5,000
	<u>1,421,585</u>
	<u>1,421,585</u>

Effect on Sanitary Sewer Fund's Fund Balance (129,120)

Estimated Ending Fund Balance June 30, 2020 \$ 7,521,977

SEWER FUND EXPENSES INCLUDE \$248,000 IN

DEPRECIATION

661 MOTOR POOL FUND Estimated Beginning Fund Balance	\$	407,271
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<u>Estimated Revenues</u>	<u>Adopted</u>
Motor Pool Fund Estimated Operating Revenue	154,115
	154,115

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	19,668
Public Safety Activities 301-399	0
Public Works Activities 400-799	188,598
Other Government Activities 800-999	9850
	218,116
	218,116

Effect on Motor Pool Fund's Fund Balance		(64,000)
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Estimated Ending Fund Balance June 30, 2020	\$	343,271
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MOTOR POOL EXPENSES INCLUDE \$33,000 IN

DEPRECIATION

865 SIDEWALKS FUND Estimated Beginning Fund Balance	\$	389
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<u>Estimated Revenues</u>	<u>Adopted</u>
Sidewalk Fund Estimated Operating Revenue	1,000
Total Side Walk Fund Estimated Revenue	2,200

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	0
Public Safety Activities 301-399	0
Public Works Activities 400-799	2,200
Other Government Activities 800-999	0
Total Side Walk Fund Operating Appropriations	2,200

Effect on Side Walk Fund's Fund Balance		0
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Estimated Ending Fund Balance June 30, 2020	\$	389
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866 WEED FUND Estimated Beginning Fund Balance	\$	39,800
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<u>Estimated Revenues</u>	<u>Adopted</u>
Weed Fund Estimated Operating Revenue	6,800
Total Weed Fund Estimated Revenue	6,800

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	40,100
Public Safety Activities 301-399	0

Public Works Activities 400-799	0
Other Government Activities 800-999	0
Total Weed Fund Operating Appropriations	40,100

Effect on Weed Fund Fund's Fund Balance **(33,300)**

Estimated Ending Fund Balance June 30, 2020	\$	6,500
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Total Estimated Revenues	\$ 8,718,627
Total All Funds Appropriations	\$ 8,875,835

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190610-8C

A RESOLUTION TO AMEND APPENDIX A OF THE CODE OF ORDINANCES BY ADDING CONDITIONAL USES, CONSOLIDATING DISTRICTS BY USE, AND REFORMATING THE CODE

Motion by Councilmember: _____

WHEREAS, the Public Act 110 of 2006, the Michigan Zoning Enabling Act, enables cities to regulate land use through the creation and enforcement of zoning maps and regulations, and

WHEREAS, the city, in pursuing certification as a Redevelopment Ready Community, performed a zoning audit that revealed the need for incremental changes to the zoning ordinance and;

WHEREAS, the planning commission, with the assistance of staff, a professional planner, and input by the public, reviewed specific changes to the zoning ordinance at their regular meeting on June 4, 2019, and;

WHEREAS, the planning commission, at a public hearing at their meeting on June 4, 2019 and in reviewing the criteria in Zoning Ordinance Section 31.04, found the proposed zoning ordinance amendments to be in the best interest of the public.

THEREFORE, I MOVE the City of Swartz Creek ordains:

**CITY OF SWARTZ CREEK
ORDINANCE NO. 440**

An ordinance to amend the Code of Ordinances: Zoning Appendix A to remove and replaced certain sections, add new section for Conditional Uses, and sequence the code to reflect a new numbering configuration

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Removal of Articles from Appendix A of the Code of Ordinances.

The City hereby removes Articles 4-8, 12-18, and 29 in their entirety.

Section 2. Addition of Article 4: Single-Family Residential to Appendix A of the Code of Ordinances.

The City hereby amends the code of ordinances to include a new Article 4 Single-Family Residential to read as follows:

ARTICLE 4, SINGLE-FAMILY RESIDENTIAL DISTRICT

Section 4.00. Intent.

The R-1 and R-2 districts are designed to be composed of low-density residential home development. The regulations are intended to stabilize, protect and encourage the residential character of the district and prohibit activities not compatible with a residential neighborhood.

The R-3 district is designed to be primarily composed of the smallest residential lots. The regulations are intended to stabilize, protect and encourage the residential character of the existing neighborhood immediately surrounding downtown Swartz Creek. The retention and conservation of the residential neighborhood is vital to the long-term preservation, vitality and economic health of downtown. The residential lots and dwellings in the district are smaller than found elsewhere in the city.

Development is limited to one-family dwellings plus such other uses as schools, parks, churches and certain public facilities which serve residents of the district.

Section 4.01. Permitted Uses

In the Residential Districts, land, buildings, and other structures shall be used only for one (1) or more of the uses specified in the table below. Uses denoted by a “P” are permitted by right, whereas uses denoted by “CLU” are considered conditional land uses and uses denoted by a “SLU” are considered special land uses and may be approved by the Planning Commission subject to the applicable general and specific standards in *Article 22, Special Land Uses* and *Article 23, Conditional Land Uses*.

	R-1, Single Family	R-2, Single Family	R-3, Downtown Residential
Accessory Buildings, Structures, and Uses customarily incidental to the principle uses permitted by right	P	P	P
Accessory Dwelling Units	CLU		
Agriculture	CLU	CLU	CLU
Apartments in Single Family Home			P
Cemetery	CLU	CLU	CLU

Community centers	SLU	SLU	SLU
Detached single-family dwellings	P	P	P
	R-1, Single Family	R-2, Single Family	R-3, Downtown Residential
Essential public service buildings (no outdoor storage)	SLU	SLU	SLU
Expansion of Apartments within existing building	CLU	CLU	CLU
Family Day Care	SLU	SLU	SLU
Granny Flat/Accessory Dwelling Unit	CLU	CLU	CLU
Group Living (Adult and Child Residential Facilities)	SLU	SLU	SLU
Home Occupation	CLU	CLU	CLU
Manufactured Housing on Individual Lots (not part of a park, Section 20.20)		SLU	SLU
Nursing and Convalescent Care	SLU		
Nursing, Assisted Living	SLU	SLU	SLU
Parks (public and private)	SLU	SLU	SLU
Places of assembly, including places of worship (maximum of 499 seats)	SLU	SLU	SLU
Private Recreation	SLU	SLU	SLU
Private Swimming Club	SLU	SLU	SLU
Public Library	P	P	P
Public utilities	SLU		
School (public and private)	SLU	SLU	SLU
Small Inn/B&B			CLU

Section 4.02. Site development requirements.

All permitted, conditional and special uses are subject to the following setbacks, height, area, and lot dimensions required as noted below:

District Regulations	R-1 Requirements	R-2 Requirements	R-3 Requirements
Minimum lot area	11,200 square feet	7,250 square feet	6,000 square feet
Minimum lot width	80 feet	65 feet	60 feet
Minimum front yard setback (a)	30 feet	25 feet	25 feet
Minimum side yard setback (b)	1. 10 feet (each side) 2. 20 feet (total both sides)	1. 5 feet each side 2. 10 feet combined	1. 5 feet each side 2. 10 feet combined
Minimum rear yard setback	35 feet	30 feet	35 feet
Maximum lot coverage for all buildings	35%	30%	35%
Maximum building height	1. 25 feet or 2. 2 stories	1. 25 feet or 2. 2 stories	1. 25 feet or 2. 2 stories
Minimum floor area per dwelling unit (c)	1,050 square feet	950 square feet	800 square feet

Footnotes to Table:

- a) *Front yards only.* An unenclosed porch may project into a required front yard a distance not to exceed six feet. The porch may be covered with an awning or other type of roof provided the awning or roof does not extend beyond the footprint of the porch. In no case shall the porch be nearer than ten feet to the front lot line. An uncovered stair, necessary landing and/or ramp may project a distance not to exceed 44 inches beyond the covered porch, but in no case may be nearer than ten feet to the front lot line.
- b) *Side yards only.* The side yard abutting upon a street shall not be less than the 25 feet. When there is a common rear yard abutting a side yard on an adjacent lot, the side yard abutting a street shall not be less than 25 feet.
- c) *Floor area of dwelling unit:* Where a single-family dwelling is constructed without a basement, an additional 100 square feet shall be added to the minimum required first floor area requirement to provide space for utilities such as, but not limited to: furnace, hot water tank, laundry tubs, incinerators, and the like.

Section 4.03. General development standards.

Buildings and uses in the Single-Family Residential District (R-1, R-2, and R-3) shall also be subject to all applicable standards and requirements set forth in this ordinance, including the following:

- a. Parking and off-street loading and unloading is required in accordance with *Article 18*.
- b. Exterior lighting is required in accordance with *Article 19*.
- c. Landscaping is required in accordance with *Article 20*.
- d. Site plan review is required in accordance with the requirements of *Article 21*.
- e. Signs are permitted in accordance with the city's sign ordinance, *Article 14*.

Section 3. Addition of Article 5: Multiple-Family Residential to Appendix A of the Code of Ordinances.

The City hereby amends the code of ordinances to include a new Article 5 Multiple-Family Residential to read as follows:

ARTICLE 5. MULTIPLE FAMILY RESIDENTIAL: R-4, TWO-FAMILY RESIDENTIAL DISTRICT and RM-1, MULTI FAMILY

Section 5.00 Intent.

The R-4 District is designed to provide sites for two-family dwelling structures, and related uses, which will generally serve as zones of transition between the Non-Residential Districts and the lower density Single-Family Residential Districts.

The RM-1 Multiple-Family Residential District is designed to provide sites for low-rise multiple-family dwelling structures, and related uses, which will generally serve as zones of transition between the non-residential districts and the Single-Family Residential Districts, and whose height limitations are generally *conducive* to single-family residential areas.

Section 5.01 Permitted Uses.

In the Residential Districts, land, buildings, and other structures shall be used only for one (1) or more of the uses specified in the table below. Uses denoted by a “P” are permitted by right, whereas uses denoted by “CLU” are considered conditional land uses and uses denoted by a “SLU” are considered special land uses and may be approved by the Planning Commission subject to the applicable general and specific standards in *Article 22, Special Land Uses* and *Article 23, Conditional Land Uses*.

	R-4, Two-Family	RM-1, Multi-Family
Accessory Building, Structures, and Uses, customarily incidental to the principle uses permitted by right	P	P
Cemetery	CLU	CLU

Cluster family dwelling units		P
Community centers	SLU	SLU
Detached single-family dwellings	P	P
Essential public service buildings (no outdoor storage)	SLU	SLU
Family Day Care	SLU	SLU
Golf Course (no range)		SLU
Group Living (Adult and Child Residential Facilities)	SLU	SLU
Home Occupation	CLU	CLU
Multi-family residential dwellings (apartment, senior community, row houses, similar multiple family residential)		P
Nursing, Assisted Living	SLU	SLU
	R-4, Two-Family	RM-1, Multi-Family
Parks (public and private)	SLU	SLU
Places of assembly, including places of worship (less than 250 seats)	SLU	SLU
Places of assembly, including places of worship (between 251-499 seats)	SLU	SLU
Private Recreation; pool; clubhouse	SLU	SLU
Public Library	P	P
School (public and private)	SLU	SLU
Two-family dwellings	P	P

Section 5.02. R-4 Site development requirements.

All permitted, special, and conditional land uses are subject to the following setbacks, height, area, and lot dimensions:

District Regulations	R-4 Requirements
Minimum lot area	8,000 square feet per unit
Minimum lot width	100 feet
Minimum front yard setback	30 feet ¹
Minimum side yard setback	10 feet ²

Minimum rear yard setback	35 feet
Maximum lot coverage for all buildings	35%
Maximum building height	1. 25 feet or 2. 2 stories
Minimum floor area per dwelling unit	³ 800 square feet

Footnotes to Table:

¹Front yards only. An unenclosed porch may project into a required front yard a distance not to exceed six feet. The porch may be covered with an awning or other type of roof provided the awning or roof does not extend beyond the footprint of the porch. In no case shall the porch be nearer than ten feet to the front lot line. An uncovered stair, necessary landing and/or ramp may project a distance not to exceed 44 inches beyond the covered porch, but in no case may be nearer than ten feet to the front lot line.

²Side yard. The side yard abutting upon a street shall not be less than 25 feet. When there is a common rear yard abutting a side yard on an adjacent lot, the side yard abutting a street shall not be less than 25 feet.

³Floor area of dwelling unit. Where a single-family dwelling is constructed without a basement, an additional 100 square feet shall be added to the minimum required first floor area requirement to provide space for utilities such as, but not limited to: furnace, hot water tank, laundry tubs, incinerators, and the like.

Section 5.03. RM-1 Site development requirements.

86-43 Multi-Family Residential (RM-1)

- a. All permitted, special, and conditional land uses are subject to the following setbacks, height, area, and lot dimensions.

RM-1	
Lot Size	
Minimum Area	7,200 sq. ft.
Setbacks¹	
Front yard (min.)	25 ft.
Side yard (min.)	
Least One	10 ft.
Total Two	25 ft.

Rear yard (min.)	35 ft.
Building Height	
Stories (max.)	3
Feet (max.)	35 ft.
Building Area	
Floor area per unit (min.)	Footnote ²
Lot Coverage	
Area of all buildings (max.)	30%

¹For the purpose of yard regulations, all multiple-family dwellings shall be considered as one building occupying one lot.

²The minimum floor area per dwelling unit shall be:

- a) Efficiency—500 square feet
- b) One-bedroom apartment—600 square feet
- c) Two-bedroom apartment—750 square feet
- d) Three-bedroom apartment—750 square feet. Plus, an additional 150 square feet for each additional bedroom.
- e) Not more than ten percent of the total number of units shall be of the efficiency type and in no instance shall the maximum density exceed 12 units per acre.

b. Yards: Front, side and rear yards relating to the spacing between buildings shall have the following minimum overall dimensions:

Building Relationship	Minimum Overall Distance Between Buildings (Exclusive of Parking Area)
Front to Side	50 feet
Front to Front	60 feet
Front to Rear	60 feet
Rear to Rear	60 feet
Rear to Side	45 feet

Side to Side	25 feet
Corner to Corner	25 feet

- c. Parking and Circulation:
 - 1. Parking may be permitted in 50 percent of the required rear yard provided that there shall be at least 15 feet of yard space between said parking area and the multiple-family building. Service drives shall have a width of at least 33 feet and shall not be located in any front yard.
 - 2. No multiple-family structure shall exceed 180 feet in length along any one face of the building.
- d. Height Exception: The Zoning Board of Appeals may modify the height requirements where unusual architectural features exist.

Section 5.04. General Development Standards.

Buildings and uses in the *R-4, Two Family* and *RM-1, Multiple-Family Residential District* shall also be subject to all applicable standards and requirements set forth in this ordinance, including the following:

- a. Parking and off-street loading and unloading is required in accordance with *Article 18*.
- b. Exterior lighting is required in accordance with *Article 19*.
- c. Landscaping is required in accordance with *Article 20*.
- d. Site plan review is required in accordance with the requirements of *Article 21*.
- e. Signs are permitted in accordance with the city's sign ordinance, *Article 14*.

Section 4. Addition of Article 8: Commercial Districts to Appendix A of the Code of Ordinances.

The City hereby amends the code of ordinances to include a new Article 8: Commercial Districts to read as follows:

ARTICLE 8. COMMERCIAL DISTRICTS

Section 8.00. - Intent.

The ***Neighborhood Business District*** is intended for the location of retail, service, and office enterprises serving a localized market area. It is intended that uses in this district serve the day to day needs of a neighborhood or group of neighborhoods. It is intended that structures in this district will generally be small in floor and site area.

The ***Central Business District*** is designed and intended to promote the development of a pedestrian oriented and accessible district in which a variety of retail, commercial, office, civic and residential uses are permitted. Each use shall be complementary to the stated function and purpose of the district and shall not have adverse impact upon adjacent street capacity and safety, utilities, and other city services.

The Central Business District is further designed and intended to:

- a. Encourage innovative, neo-traditional residential/mixed use developments.
- b. Extend greater opportunities for traditional community living, working, housing and recreation to all citizens and residents of the city.
- c. Encourage a more efficient use of land and of public services and to reflect changes in technology of land development, by directing new development in a traditional pattern of mixed use and varied housing types.
- d. Reduce the excessive sprawl of development and the segregation of land uses that cause unnecessary traffic congestion.
- e. Discourage the development of drive-through facilities, which contributes to traffic congestion.
- f. Discourage the development of separate off-street parking facilities for each individual use, and to encourage the development of off-street parking facilities designed to accommodate the needs of several individual uses.
- g. Prohibit uses that are disruptive to pedestrian activities and have as their principal function the sale and services of motor vehicles, such as at automobile service stations, auto parts retail stores, car washes, new and used motor vehicle sales or service establishments, drive-in restaurants and restaurants with drive-through facilities, businesses with drive-through facilities (such as but not limited to banks, credit unions, pharmacies, etc.).
- h. Promote the creation of urban places which are oriented to the pedestrian thereby promoting citizen security and social interaction.
- i. Promote developments where the physical, visual and spatial characteristics are established and reinforced through the consistent use of compatible urban design and architectural design elements. Such elements shall relate to the design characteristics of an individual structure or development to other existing and planned structures or developments in a harmonious manner, resulting in coherent overall development patterns and streetscape.
- j. Discourage commercial and business uses that create objectionable noise, glare or odors.
- k. Encourage development of an urban "Main Street" with mixed land uses and shared parking.

The **GBD, General Business District** is intended to accommodate commercial establishments that serve community-wide shopping and service needs, including motorists using I-69. These districts are intended to create cohesive commercial areas that provide convenient vehicular and pedestrian access between business in attractive settings, thereby ensuring safety, and discouraging undesirable strip commercial development.

Section 8.01 Permitted Uses.

In the Commercial Districts, land, buildings, and other structures shall be used only for one (1) or more of the uses specified in the table below. Uses denoted by a "P" are permitted by right, whereas uses denoted by "CLU" are considered conditional land uses and uses denoted by a "SLU" are considered special land uses and may be approved by the Planning Commission subject to the applicable general and specific standards in *Article 22, Special Land Uses* and *Article 23, Conditional Land Uses*.

	NBD, Neighborhood Business	CBD, Central Business	GBD, General Business
Accessory Buildings, Structures, and Uses customarily incidental to the principle uses permitted by right	P	P	P

Arcade		P	SLU
Automobile and vehicle dealerships			CLU
Automobile service stations			SLU
Automobile washes, automatic or self-service		CLU	CLU
Bank, Savings and Loan, Credit Union	P	P	P
Bars, taverns, lounges, micro-breweries, brewpubs	CLU	P	P
Boutique Hotel		P	
Cell Tower			SLU
Colleges and Vocational Schools	SLU	SLU	P
Commercial dog kennels			CLU
Community centers	P	P	P
Conference Center/Convention Center			SLU
Convenience Store	P	P	P
Day Care Center	SLU	SLU	P
Drive-through retail, service establishments, and drive-through restaurants		SLU	SLU
Dry cleaning and self-service laundries	P	P	P
Essential public service buildings (no outdoor storage)	P	P	P
Essential public service buildings (with outdoor storage)			SLU

	NBD, Neighborhood Business	CBD, Central Business	GBD, General Business
Existing Single and Multiple Family Homes in non-residential districts	P	P	SLU
Expansion of Apartments within existing building	SLU	CLU	
Funeral homes and mortuaries	SLU	CLU	CLU
Golf Course (no range)		SLU	P
Golf Course with range		SLU	SLU
Group Living (Adult and Child Residential Facilities)	SLU	SLU	
Hospital		SLU	P
Hotels and motels		SLU	SLU
Indoor Commercial Recreation (health club, handball, racquet ball, bowling, pool, billiards, tennis, batting, archery, soccer fields, indoor pool, ice arena)		SLU	SLU
Live-Work Units, Single Family		P	
Medical Offices (doctor, dentists, chiropractor and similar profession) greater than 15,000 sq. ft.			SLU
Medical Offices (doctor, dentists, chiropractor and similar profession) up to 15,000 sq.ft.	CLU	P	P
Mixed Use Residential	SLU	CLU	
Multiplex and outdoor theatres (drive-in theatres)			SLU
Multiple Attached Single Family Residential Units/ Townhouse/Rowhouse (<i>excludes Miller Road corridor</i>)		P	
Nursery/Garden Center			P
Nursing and Convalescent Care	SLU	SLU	SLU
Nursing, Assisted Living	SLU	SLU	SLU
Outdoor Recreation		CLU	CLU
Outdoor retail sales			CLU
Parks (public and private)	SLU	SLU	SLU
Personal and business services (beauty/barber, tailor, shoe repair)	P	P	P
Pet boarding and grooming facilities			CLU

	NBD, Neighborhood Business	CBD, Central Business	GBD, General Business
Pet Store	CLU	P	P
Places of assembly, including places of worship (greater than 500 seats)	SLU	SLU	CLU
Places of assembly, including places of worship (less than 250 seats)	SLU	P	P
Places of assembly, including places of worship (between 251-499 seats)	SLU	CLU	P
Private Club, Fraternal Organization, Lodge	CLU	CLU	P
Private Recreation			SLU
Professional Offices (Corporate, Lawyers, Architects, Engineers similar professions) greater than 15,000 sq. ft.			SLU
Professional Offices (Corporate, Lawyers, Architects, Engineers similar professions) up to 15,000 sq. ft.)	CLU	P	P
Public Library	P	P	P
Radio Station			SLU
Restaurant	P	P	P
Restaurant with Outdoor Seating/Cafe	CLU	CLU	CLU
Retail sales and services (grocery, drug store, clothing, hardware etc.)	P	P	P
Roadside Market			SLU
School (public and private)	SLU	SLU	SLU
Servicing and repairing of other types of motor vehicles, trailers and boats			SLU
Shopping Center (between 15,000 sq. ft. and 30,000 sq. ft.)			SLU
Shopping Center (greater than 30,000 sq. ft.)			SLU
Shopping Center (up to 15,000 sq. ft.)	P	P	P
Small Inn/B&B	SLU	SLU	SLU
Small Manufacturing and Processing establishments	CLU	CLU	P
Storage facilities/units			CLU
Studio, such as art, dance, health, music or other similar place of instruction	P	P	P
Upper floor residential dwellings	SLU	P	CLU

	NBD, Neighborhood Business	CBD, Central Business	GBD, General Business
Veterinary hospitals		CLU	CLU
Walk-Up Window Retail or Restaurant	CLU	CLU	P

8.02. - Site Development Requirements.

All permitted uses and special land uses are subject to the following setbacks, height, area, and lot dimensions are required as noted below:

District Regulations	NBD	CBD	GBD
Minimum lot area	----	----	----
Minimum lot width	----	----	----
Minimum front yard setback	5 feet	----	5 feet
Maximum front yard setback	----	5 feet	----
Minimum side yard setback	----	----	----
Minimum rear yard setback	20 feet	20 feet	20 feet
Maximum lot coverage for all buildings	0%	0%	0%
Maximum building height	30 feet or 2 stories	40 feet or 3 stories	30 feet or 2 stories

- a. No side yards are required along the interior side lot lines, except as otherwise specified in the Building Code.
- b. On the exterior side yard which borders on a residential district there shall be provided a side yard setback of not less than ten feet. If walls of structures facing such interior side lot lines contain windows, or other openings, side yards of not less than 15 feet shall be provided.
- c. Loading spaces shall be provided in the rear yard. Where an alley exists or is provided at the rear of the buildings, the rear setback and loading requirements may be computed from the center of said alley.
- d. The maximum percentage of coverage shall be determined by the use and the provisions of required off-street parking, loading and unloading and required yards.
- e. A wall or fence shall be provided on those sides of the property abutting land zoned for residential use in the CBD, Central Business District

- f. A minimum five-foot wide concrete sidewalk shall be provided within the road right-of-way for the entire frontage along a street.

- g. A minimum of five-foot wide greenbelt shall be provided adjacent to a residential district and no structures or off-street parking spaces shall be located within the greenbelt. Grade changes to the greenbelt area shall not be permitted unless the Planning Commission finds that improved screening of the highway service district could be accomplished by changing the grade. The greenbelt area shall be maintained by one of, or a combination of, the following, depending, upon the characteristics of the area:
 - 1. The greenbelt area shall be left in its natural state if, in the judgment of the Planning Commission, it would provide the best protection for the residential district and preservation of the natural setting. The Commission may require supplemental plantings, in accordance with the landscape design principles if it is necessary to provide adequate year-round screening.
 - 2. If sufficient vegetation does not exist in the greenbelt area or if, in the opinion of the Planning Commission, it would not survive or is not suitable for saving, a minimum four-foot high landscaped earth berm shall be constructed in the greenbelt area. Landscaping shall be carried out in accordance with Article 28, the landscape design principles adopted by the Planning Commission.
 - 3. In determining the proper buffering technique, the Planning Commission shall consider the effectiveness of the buffer in protecting the surrounding area and shall also consider the overall natural and manmade characteristics of the site. The construction of the wall shall be in accordance with Article 28.

Section 8.03. General Development Standards.

Buildings and uses in the *NBD, Neighborhood Business District, CBD, Central Business District, and GBD, General Business District* shall also be subject to all applicable standards and requirements set forth in this ordinance, including the following:

- a. Parking and off-street loading and unloading is required in accordance with *Article 18*.

- b. Exterior lighting is required in accordance with *Article 19*.

- c. Landscaping is required in accordance with *Article 20*.

- d. Site plan review is required in accordance with the requirements of *Article 21*.

- e. Signs are permitted in accordance with the city's sign ordinance, *Article 14*.

Section 5. Addition of Article 9: Office District to Appendix A of the Code of Ordinances.

The City hereby amends the code of ordinances to include a new Article 9 Office-District to read as follows:

ARTICLE 9. O-1 OFFICE DISTRICT

Section 9.00. Intent.

The O-1, Office District is intended to provide primarily for a community of business offices, professional offices, and research and related facilities. This area is further designed to insure the compatibility between the permitted and special uses and the existing character of the adjacent land uses.

Section 9.01. - Principle uses permitted.

In the Office District, land, buildings, and other structures shall be used only for one (1) or more of the uses specified in the table below. Uses denoted by a “P” are permitted by right, whereas uses denoted by “CLU” are considered conditional land uses and uses denoted by a “SLU” are considered special land uses and may be approved by the Planning Commission subject to the applicable general and specific standards in *Article 22, Special Land Uses* and *Article 23, Conditional Land Uses*.

Office District	
Accessory Buildings, Structures, and Uses customarily incidental to the principle uses permitted by right	P
Automobile and vehicle dealerships	CLU
Automobile washes, automatic or self-service	CLU
Banks; Credit Unions; Savings and Loans	P
Bars, taverns, lounges, micro-breweries, brew-pubs	CLU
Cell Tower	SLU
Colleges and Vocational Schools	P
Community centers	P
Conference Center/Convention Center	SLU
Day Care Center	P
Drive-through retail, service establishments, and drive-through restaurants	SLU
Golf Course (no range)	P

Golf Course with range	SLU
Hospital	P
Indoor Commercial Recreation (health club, handball, racquet ball, bowling, pool, billiards, tennis, batting, archery, soccer fields, indoor pool, ice arena)	CLU
Medical Offices (doctor, dentists, chiropractor and similar profession) greater than 15,000 sq. ft.	P
Medical Offices (doctor, dentists, chiropractor and similar profession) up to 15,000 sq.ft.	P
Multiplex and outdoor theatres (drive-in theatres)	SLU
Nursing, Assisted Living	SLU
Outdoor Recreation	CLU
Outdoor retail sales	
Parks (public and private)	SLU
Personal and business services (beauty/barber, tailor, show repair)	P
Pet boarding facilities	CLU
Places of assembly, including places of worship (greater than 500 seats)	P
Places of assembly, including places of worship (less than 250 seats)	P
Places of assembly, including places of worship (between 251-499 seats)	P
Private Club, Fraternal Organization, Lodge	CLU
Private Recreation	SLU
Professional Offices (Corporate, Lawyers, Architects, Engineers similar professions) greater than 15,000 sq. ft.	P
Professional Offices (Corporate, Lawyers, Architects, Engineers similar professions) up to 15,000 sq. ft.)	P
Public Library	P
Broadcast Station	SLU
Restaurant	P
Restaurant with Outdoor Seating/Cafe	CLU
Retail sales and services (grocery, drug store, clothing, hardware etc.)	P

School (public and private)	SLU
Shopping Center (up to 15,000 sq. ft.)	P
Show Rooms	SLU
Small Manufacturing and Processing establishments	CLU
Storage facilities/units	CLU
Studio, such as art, dance, health, music or other similar place of instruction	P

Section 9.02. Site development requirements.

All permitted uses and special land uses are subject to the following setbacks, height, area, and lot dimensions are required as noted below:

O-1 District Regulations	Requirements
Minimum lot area	2 acres
Minimum lot width	250 feet
Minimum front yard setback	40 feet
Minimum side yard setback	30 feet each side ¹ 60 feet combined ²
Minimum rear yard setback	30 feet
Maximum lot coverage for all buildings ^a	-
Height	25 feet or 2 stories

Footnotes:

¹The maximum percentage of coverage shall be determined by the use and the provisions of required off-street parking, loading and unloading and required yards.

²Off-street parking for visitors may be permitted within the required front yard provided that such off-street parking is not located within 30 feet of the front lot line. The zoning board of appeals may permit the front yard requirement to be reduced to not less than 20 feet for buildings constructed prior to the effective date of this ordinance, provided that minimum off street parking requirements can still be met.

- a) A minimum five-foot wide concrete sidewalk shall be provided within the road right-of-way for the entire frontage along a street.

- b) No yard shall be required along the interior side lot lines when said property line is adjacent to like use districts or to railroad rights-of-way. A 20-foot greenbelt shall be provided, in addition to five- to eight-foot completely obscuring wall, within the required yard area and adjacent to the property line, when O-1 Office uses abut residential districts.

Section 9.03. General development standards.

Buildings and uses in the O-1, Office District shall also be subject to all applicable standards and requirements set forth in this ordinance, including the following:

- a. Parking and off-street loading and unloading is required in accordance with *Article 18*.
- b. Exterior lighting is required in accordance with *Article 19*.
- c. Landscaping is required in accordance with *Article 20*.
- d. Site plan review is required in accordance with the requirements of *Article 21*.
- e. Signs are permitted in accordance with the city's sign ordinance, *Article 14*.

Section 6. Addition of Article 10: Industrial Districts to Appendix A of the Code of Ordinances.

The City hereby amends the code of ordinances to include a new Article 10 Industrial Districts to read as follows:

ARTICLE 10. INDUSTRIAL DISTRICT

Section 10.00. Intent.

The I-1, Light Industrial District is designed to primarily accommodate wholesale activities, warehousing, and industrial operations whose external, physical effects are restricted to the area of the district and will not affect in a detrimental way any of the surrounding districts. The I-2, Heavy Industrial District is established primarily for manufacturing, assembling and fabrication activities including large-scale or specialized industrial operations whose external physical effects will be felt to some degree by surrounding districts.

Section 10.01. Principal uses permitted.

In the Industrial Districts, land, buildings, and other structures shall be used only for one (1) or more of the uses specified in the table below. Uses denoted by a “P” are permitted by right, whereas uses denoted by “CLU” are considered conditional land uses and uses denoted by a “SLU” are considered special land uses and may be approved by the Planning Commission subject to the applicable general and specific standards in *Article 22, Special Land Uses* and *Article 23, Conditional Land Uses*.

Accessory Buildings, Structures, and Uses customarily incidental to the principle uses permitted by right	P
Adult Entertainment Regulated Uses	SLU
Any production, processing, cleaning, testing, repairing, storage and distribution of materials, goods, foodstuffs and products not involving a normal retail or service activity on the lot	P
Automobile and vehicle dealerships	P
Automobile service stations	P
Automobile washes, automatic or self-service	P
Building supply and equipment stores and yards	SLU
	I-1, Light Industrial
Cell Tower	SLU
Colleges and Vocational Schools	P
Conference Center/Convention Center	SLU
Contractor's establishments not engaging in any retail activities on the site	P
Crematorium	P
Drive-through retail, service establishments, and drive-through restaurants	SLU
Golf Course (no range)	P
Golf Course with range	P
Hospital	P
Indoor Commercial Recreation (health club, handball, racquet ball, bowling, pool, billiards, tennis, batting, archery, soccer fields, indoor pool, ice arena)	P
Nursery/Garden Center	P

Outdoor Recreation	P
Outdoor retail sales	P
Outdoor storage	CLU
Outdoor use	SLU
Pet boarding facilities	P
Places of assembly, including places of worship (greater than 500 seats)	P
Private Club, Fraternal Organization, Lodge	P
Radio Station and Television Broadcasting	SLU
Research and testing laboratories	P
	I-1, Light Industrial
School (public and private)	SLU
Servicing and repairing of other types of motor vehicles, trailers and boats	P
Showrooms	CLU
Stone cutting and monuments	CLU
Storage facilities/units	P
Studio, such as art, dance, health, music or other similar place of instruction	P
Veterinary hospitals	P

Section 10.02. Site development requirements.

All permitted uses and special land uses are subject to the following setbacks, height, area, and lot dimensions are required as noted below:

District Regulations	I-1 Requirements
Minimum lot area	----
Minimum lot width	----
Minimum front yard setback	50 feet

Minimum side yard setback	1. 50 feet (each side) and 2. 100 feet (total both sides)
Minimum rear yard setback	----
Maximum lot coverage for all buildings	----
Maximum building height	40 feet

- a. No side yards are required along the interior side lot lines that abut another property zoned for non-residential use, except as otherwise specified in the building code. On the exterior side yard which borders on a residential district or residential street there shall be provided a setback of not less than 50 feet. If walls of structures facing such interior side lot lines contain windows, or other openings, side yards of not less than 75 feet shall be provided.
- b. Loading space shall be provided in the rear yard in the ratio of at least ten square feet per front foot of building and shall be computed separately from the off-street parking requirements. Where an alley exists or is provided at the rear of the buildings, the rear setback and loading requirements may be computed from the center of said alley.
- c. A wall or fence shall be provided on those sides of the property abutting land zoned for residential use.
- d. The maximum percentage of coverage shall be determined by the use and the provisions of required off-street parking, loading and unloading and required yards.
- e. A minimum of five-foot wide greenbelt shall be provided adjacent to a residential district and no structures or off-street parking spaces shall be located within the greenbelt. Grade changes to the greenbelt area shall not be permitted unless the Planning Commission finds that improved screening of the Highway Service District could be accomplished by changing the grade. The greenbelt area shall be maintained by one of, or a combination of, the following, depending, upon the characteristics of the area:
 1. The greenbelt shall be left in its natural state if, in the judgment or the Planning Commission, it would provide the best protection for the residential district and preservation of the natural setting. The Commission may require supplemental plantings, in accordance with the landscape design principles if it is necessary to provide adequate year-round screening.
 2. If natural vegetation does not exist in the greenbelt area or if, in the opinion of the Planning Commission, it would not survive or is not suitable for saving, a minimum four-foot high landscaped earth berm shall be constructed in the greenbelt area. Landscaping shall be carried out in accordance with the landscape design principles adopted by the Planning Commission.
 3. In determining the proper buffering technique, the Planning Commission shall consider the effectiveness of the buffer in protecting the surrounding area and shall also consider the overall natural and manmade characteristics of the site.

- a) Parking shall be permitted in the front yard after recommended approval of the parking plan layout and points of access by the Planning Commission. The required front yard setback required by Planning Commission shall be measured from the nearest side of existing and or proposed right-of-way lines, whichever is greater.

Section 10.03. General development standards.

Buildings and uses in the *I-1, Light Industrial* shall also be subject to all applicable standards and requirements set forth in this ordinance, including the following:

- a. Parking and off-loading and unloading are required in accordance with *Article 18*.
- b. Exterior lighting is required in accordance with *Article 19*.
- c. Landscaping is required in accordance with *Article 20*.
- d. Site plan review is required in accordance with the requirements of *Article 21*.
- e. Signs are permitted in accordance with the city's sign ordinance, *Article 14*.

Section 7. Addition of Article 11: Condominiums to Appendix A of the Code of Ordinances.

The City hereby amends the code of ordinances to include a new Article 11 Condominiums to read as follows:

ARTICLE 11 - CONDOMINIUM DEVELOPMENT STANDARDS

Section 11.00 - Intent

The intent of this Article is to provide regulatory standards for condominiums and condominium subdivisions similar to those required for projects developed under other forms of ownership. This Article is not intended to prohibit or treat a proposed or existing condominium project different than a project or development under another form of ownership. New condominium projects and conversion condominium projects shall conform to the requirements of this ordinance and all other applicable regulations of the city and the Condominium Act, P.A. 59 of 1978, as amended. Each condominium project shall be reviewed in a manner consistent with like projects within the underlying zoning district. A site condominium project shall be considered equivalent to a platted subdivision for the purposes of enforcing the zoning, site and building requirements of the city. It is the intent to regulate site condominium projects and other condominium projects in a manner consistent with a traditional subdivision plat, except that the review procedures within the following sections shall apply and more closely align with the site plan review procedural requirements of *Section 21.05, Site Plan Review Process*, of the Code of Ordinances.

Section 11.01 - Application and Authority

The following review process shall apply to all condominium projects within the City:

- a. Concurrently with notice required to be given to the city pursuant to Section 71 of P.A. 59 of 1978, as amended (MCL 559.171) a person, firm, corporation or other legal entity intending to develop a condominium project shall file with the City Clerk the following information with respect to the

projects:

1. All names, address and telephone numbers of:
 - (a) The person, firm, corporation or other legal entity with an ownership interest in the land on which the project will be located together with a statement that the entity is an owner or land contract purchaser.
 - (b) All engineers, attorneys, architects, and licensed land surveyors involved in the condominium project.
 - (c) The developer or proprietor of the project.
 2. The legal description of the land including tax identification numbers.
 3. The total acreage.
 4. The intended use.
 5. The number of units to be developed.
 6. A copy of the proposed master deed.
- b. Condominium projects shall contain all information required by the Condominium Act.
- c. The information shall be filed with the Zoning Administrator at the time the information is filed with the City Clerk and shall be kept current.
- d. In addition to the requirements of this Article, any applicable requirements of Article 7, Planned Unit Development Standards, and Article 21, Site Plan Review, must be met.

Section 11.02 - Approval of Plans

All condominium plans must be approved by the Planning Commission following the same process identified for site plan review in the City of Swartz Creek Zoning Ordinance. In making determination, the Planning Commission shall consult with the Zoning Administrator, City planner, City attorney, and the City Engineer regarding the adequacy of the master deed, deed restrictions, utility systems, streets, project design and layout and compliance with the Condominium Act.

Section 11.03 - Streets and Necessary Easements

- a. Condominium projects shall comply with all public and private street requirements found in the *Swartz Creek Design Standards and Construction Specifications*. Streets in condominium developments which connect to public streets shall dedicate the project street to the public.
- b. The condominium plan shall include all necessary easements granted to the city for constructing, operating, inspecting, maintaining, repairing, altering, replacing and/or removing pipelines, mains, conduits and other installations of a similar character (hereinafter called public structures) for the purpose providing public utilities, including, but not limited to, conveyance of sewage, water and stormwater runoff across, through and under the property subject to such easement, and excavating and filling ditches and trenches necessary for the location of such structures.

Section 11.04 - Setbacks and Boundaries

- a. The setback requirements for condominium buildings shall be in accordance with the Site Development Requirements of the applicable zoning district, unless otherwise modified by the Planning Commission as part of planned unit development (PUD). Setbacks shall be measured from roadway easement lines. Distances between buildings shall be the required minimum yard

setback for the total of both sides.

- a. The relocation of boundaries as defined in *Section 148 of the Condominium Act* shall conform to all setback requirements of this chapter for the district in which the project is located, shall be submitted to the Planning Commission for review and approval and these requirements shall be made a part of the bylaws and recorded as part of the master deed.

Section 11.05 - Common Elements

After construction of a condominium unit, the undeveloped area of a unit site shall become a common element.

Section 11.06 - Encroachment

A condominium project shall not be constructed in a manner that intentionally creates an encroachment.

Section 11.07 - Subdivision and Amendment of Unit Sites

The subdivision and amendment of condominium unit sites is permitted with Planning Commission approval, contingent upon the submission of an amended master deed to determine the effect of the subdivision on conditions of zoning or site plan approval. All such approved changes shall be made as part of the bylaws and recorded as part of the master deed.

Section 11.08 - Conformance with Zoning Ordinance and Subdivision Regulations

All condominium project plans shall conform to the plan preparation requirements, design layout, and improvements standards as established in the *City of Swartz Creek Zoning Ordinance and Subdivision Regulations*.

Section 11.09 - Residential Recreational Area

Any residential condominium comprising twenty (20) or more lots or dwelling units, either as a single development or as a group of adjacent developments offered by a single proprietor, shall provide an active recreational area the equivalent of 1,000 square feet per unit. The City can consider acceptance of a financial contribution in lieu of providing said recreation area, with the funds to be used toward improvement of existing City recreation facilities in the area.

Section 11.10 - Water and Wastewater

The condominium project shall comply with and meet all Federal, State and County standards for a domestic water system and wastewater disposal.

Section 11.11 - Expansion and Conversion

Any expansion or conversion of a condominium project involving additional land and new phases must be approved by the Planning Commission.

Section 11.12 - Master Deed

The project developer shall furnish the Zoning Administrator with one (1) copy of the proposed consolidated master deed, one (1) copy of bylaws and two (2) copies of the proposed plans. The proposed plans shall be reviewed for compliance with this chapter and the *City Code of Ordinances* and to ensure

that an assessment mechanism has been included to guarantee adequate maintenance of common elements. Master deeds submitted to the city for review shall not permit contraction of the condominium (whereby co-owners can withdraw from the condominium and responsibility for maintenance of common elements) without re-submittal of the master deed to the city for review and approval. Fees for these reviews shall be established, from time to time, by resolution of the City Council.

Section 11.13 - As-Built Plan and Occupancy

Submission of an as-built plan of a condominium unit is required prior to occupancy. The Zoning Administrator may allow occupancy of the project before all improvements required are installed, provided that a bond is submitted to the City Clerk, sufficient in amount and type to provide for the installation of improvements, before the expiration of the temporary occupancy permit without expense to the City. The amount of the bond shall be determined by the City Engineer.

Section 11.14 - Final Bylaws, Consolidated Master Deed, and Site Plan

Upon approval of the development, a copy of the bylaws and consolidated master deed shall be furnished to the City. The site plan shall be provided in digital format meeting the requirements of the *Swartz Creek Design Standards and Construction Specifications*.

Section 11.15 - Compliance with Other Statutes and Ordinances

All condominium projects shall comply with Federal, State and City laws, statutes and ordinances.

Section 8. Addition of Article 21: Site Plan Review to Appendix A of the Code of Ordinances.

The City hereby amends the code of ordinances to include a new Article 21 Site Plan Review to read as follows:

ARTICLE 21. - SITE PLAN REVIEW

Section 21.00. - Intent and purpose.

The intent of this article is to establish the procedures and consistent standards for review and approval of site plans to ensure full compliance with the regulations in this ordinance and other applicable ordinances and state and federal regulations of development proposals. Site plan review standards are intended to encourage consultation and cooperation between the applicant and the city to balance the property owner's right to a reasonable rate of return on investment with the city's overall land use goals and desire to minimize adverse impacts on the investments of surrounding landowners. Therefore, these site plan review standards insure a thorough evaluation of a development in relation to the goals of the City of Swartz Creek Master Plan and the potential impacts on the environment, drainage, utilities, traffic, aesthetics, property values and other public health, safety and welfare issues.

This section also contains special provisions to evaluate impacts of particular uses and to allow administrative approval in certain cases where there is a change in use, a minor change to an existing site or a minor change determined necessary in the field during construction.

Section 21.01. - Relationship to platting and land divisions or combinations.

The Platting Ordinance shall require the platting of parcels of property and/or the approval of land divisions

or land combinations prior to the consideration of site plans where the Planning Commission determines a site plan is needed to ensure compliance with the standards of the zoning ordinance or other ordinances.

Section 21.02. - Uses requiring site plan review.

Except as specifically provided in section 21.02(d) the development of any new use, the construction of any new structures, any change of an existing use of land or site, and all other building or development activities in R-4, RM-1, NBD, GBD, CBD, PUD, PMSHDD, O-1, I-1 & I-2 Districts shall require site plan approval by the Planning Commission pursuant to the conditions of this article.

A building permit shall not be issued until a full site plan or sketch plan has been reviewed and approved in accordance with the procedures and standards set forth herein and all necessary review, inspection, and permit fees have been fully paid. The extent of site plan review for various types of projects is classified into three types in the Table of Eligible Uses and Required Review Process.

Uses Requiring Site Plan Review				
	Use or Activity	Requires Site Plan Review	Sketch Plan Review (Administrative Approval)	Exempt
a.	New construction of any non-residential or multiple-family development	✓		
b.	All special land uses in accordance with <i>Article 22, Special Land Uses</i>	✓		
c.	Site condominium developments	✓		
d.	Planned Unit Developments (PUDs) in accordance with <i>Article 7, Planned Unit Development Overlay Standards</i>	✓		
e.	Erection of a tower, antenna, or other communication facility; essential public service buildings and storage yards	✓		
f.	Co-location of a communication antenna upon an existing tower		✓	
g.	Adult and child residential care facilities including day-care centers, foster care homes, family day-care homes and group homes	In accordance with <i>Section 20.08 Adult and Child Care Facilities</i>		
h.	Home occupations		✓	
i.	Temporary uses, buildings, structures, and seasonal events.		✓	
j.	An increase in floor area of uses subject to site plan review up to 2,500 square feet or 10% of existing floor area, whichever is less		✓	

k.	Change in use to one permitted in zoning district and requires no significant changes to building footprint, parking, landscaping, lighting, signs, bikepaths or sidewalks		✓	
l.	Improvements to outdoor recreational uses and parks		✓	
m.	Expansion, replacing or alteration of landscaping areas consistent with this Article		✓	
n.	Improvements or installation of walls, fences, or lighting		✓	

Uses Requiring Site Plan Review

	Use or Activity	Requires Site Plan Review	Sketch Plan Review (Administrative Approval)	Exempt
o.	Alterations to off-street parking layout or installation of pavement or curbing improvements provided total number of spaces does not change the number of parking spaces by more than five percent (5%) or to meet various Federal, State, or Americans with Disabilities Act requirements and the construction plans and lot construction are approved by the appropriate City staff		✓	
p.	Construction or relocation of a commercial waste receptacle or enclosure		✓	
q.	Changes to facade, architectural features or wall signs (elevation plan showing changes and construction materials is required). Changes within the Downtown Development Authority (DDA) must adhere to the requirements set forth by the DDA		✓	
r.	Approved changes to utility systems		✓	
s.	Grading, excavation, filling, soil removal, creation of swimming pool, creation of ponds or tree clearing over 100 square feet		✓	
t.	Grading, excavation, filling, soil removal, creation of ponds, installation of a swimming pool or clearing of trees within an area of less than 100 square feet			✓
u.	Modifications to nonconforming uses, buildings or sites, including a change to a more conforming situation; modifications to nonconforming single-family dwelling units shall be in accordance with <i>Article 12 Non-Conforming Uses, Structures, and Lots</i>		✓	
v.	Modifications to upgrade a building to improve barrier free design, comply with Americans with Disabilities Act or other Federal, State or County regulations		✓	
w.	Construction or erection of permitted accessory buildings and structures accessory to a single- or two-family dwelling unit			✓

Uses Requiring Site Plan Review

	Use or Activity	Requires Site Plan Review	Sketch Plan Review (Administrative Approval)	Exempt
x.	Construction, reconstruction, erection and/or expansion of single-family or two-family dwelling on parcel zoned solely for residential purposes			✓
y.	Development regulated by the Land Division Act of 1997 (P.A. 112) and the <i>City of Swartz Creek Subdivision Control Ordinance</i>			✓
z.	Erection of essential public service local distribution lines			✓
aa.	Construction, erection or relocation of permitted accessory buildings and structures less than 100 square feet in area accessory to a multiple-family, commercial, office, essential service, municipal, or industrial use			✓
bb.	Keeping of animals as an accessory use without additional structures, except kennels			✓
cc.	Construction of accessory building or structure for the keeping of animals		✓	
dd.	Accessory outdoor display of general retail items as determined by the Building Official/Zoning Administrator		✓	
ee.	Internal construction or change in the floor plan for a conforming use that does not increase gross floor area, provided the construction cost over a 12-month period does not exceed 50% of the building SEV or affect parking requirements on a site			✓
ff.	Construction or erection of signs, antennas, cooling/heating or other mechanical equipment, telephone booth, newspaper boxes, or similar structures which conform to other City standards and where site plan review is not specifically required under other sections of this Article			✓
gg.	Any proposed building or use which does not qualify for sketch plan or exempt from any site plan review	✓		

Section 21.03. – Sketch plan review process.

- a. Intent: The intent of this section is to permit submittal of a limited site plan in certain specific instances where a complete site plan is not considered essential to ensure compliance with the intent and standards of this zoning ordinance.
- b. Procedure: The process for administrative approval shall involve submittal of a sketch plan and required application form and fee to the zoning administrator. The zoning administrator shall review the sketch plan to ensure compliance with standards of this ordinance and make a report to the Planning Commission.
- c. The zoning administrator retains the option to require a complete site plan for review by the Planning Commission, particularly for sites which do not comply with previously approved site plans, sites with parking deficiencies, sites abutting residential districts or sites experiencing problems with drainage, traffic, noise, aesthetics or other general health and safety issues. If a full site plan is required, the zoning administrator shall inform the applicant to submit a set of plans in accordance with section 21.06 of this ordinance within 14 days of receipt of the application.
- d. Requirements for a sketch plan: A sketch plan submittal shall include at least the following:
 - 1. Application form and review fee
 - 2. Name, address and telephone number of the applicant and the person(s) responsible for preparing the plot plan
 - 3. North arrow
 - 4. Legal description of the property
 - 5. The "sketch site plan" shall be drawn at an engineer's scale. Any building expansion over 500 square feet within a five-year period involving public safety issues, as determined by the zoning administrator shall require a professional seal of an architect, landscape architect, engineer or surveyor
 - 6. Property lines and dimensions
 - 7. Existing and proposed buildings and structures with dimensions, setbacks and details or elevations where appropriate
 - 8. Existing and proposed parking including number of spaces provided are required according to Article 26. If changes are made to the parking area, a detail of pavement, storm water runoff calculations and description of detention methods shall be provided
 - 9. Details on any new driveways or changes to existing driveways (radii, throat width, slope, boulevard design, etc.)
 - 10. Location of existing signs and details on any proposed changes or new signs

11. General illustrations of existing landscaping; location, size and species of any new landscaping
 12. Layout of any proposed changes to utilities
 13. Description of any proposed changes to drainage
 14. Floor plan of any new building area and building elevations, if applicable
- e. Any other items requested by city staff or the Planning Commission

Section 21.04. - Criteria for full site plan review.

The Planning Commission (and city council) shall review the site plan to ensure that it complies with all of the criteria below:

- a. The proposed use will not be injurious to the surrounding neighborhood. The location of buildings, outside storage receptacles, parking areas, fences or obscuring walls, and utility areas will minimize adverse effects of the proposed use for the occupants of that property and the tenants, owners, and occupants of surrounding properties.
- b. There is a proper relationship between major thoroughfares and proposed service drives, driveways, and parking areas to encourage the safety and convenience of pedestrian and vehicular traffic. The site plan includes the minimum number of driveways required to provide reasonable access. Driveways are spaced as far apart from intersections and other driveways as practical to reduce accident and congestion potential. Sharing with adjacent uses is encouraged. The Planning Commission may require a traffic impact study.
- c. The site plan provides for proper development of roads, easements, and public utilities and protects the general health, safety, and welfare of the city and its residents.
- d. Building architecture, materials, roof line, colors, windows and similar elements shall be consistent with the majority of other buildings in the city, as determined by the Planning Commission. Brick construction or brick trim, varying façade depths and peaked roofs, is encouraged. Stark white or bold colors and reflective glass are discouraged. The intent of this standard is to provide a harmonious, unified community to help create a sense of place and contribute to the image and quality of life in the city.
- e. The proposed site plan complies with all city codes and ordinances. Site plans for Mobile Home Park Districts shall comply with the preliminary plan requirements established in the Michigan Mobile Home Commission Acts.

Section 21.05. - Site plan review process.

- a. The city clerk shall refer the site plans to the city Planning Commission and after considering all information, the Planning Commission shall either approve, deny, or approve with conditions the site plan. Upon approval of the site plan by the Planning Commission, an application for a building permit shall be made by the petitioner in accordance with provisions of Article 21 of this ordinance.

- b. Upon approval of a site plan by the Planning Commission, construction consistent with said site plan shall be commenced within one year of the date said site plan was approved. In the event construction is not so commenced, said site plan approval shall become void and of no force and effect. Upon a site plan approval becoming void pursuant to the provisions, hereof no construction may commence upon said site unless and until the site plan approval process has been reinstated and completed. In such event all applicable fees shall be paid.
 - 1. The applicant shall submit the required number of copies of an application for site plan approval, site plans, and other information where applicable. The number of copies required will be determined by the zoning administrator. The applicant or the applicant's representative must be present at the scheduled reviews or the matter will be tabled.
 - 2. If the site plan is in order and contains the required information, the site plan shall be placed on the agenda of a regular or special Planning Commission meeting.
 - 3. The Planning Commission shall take final action on the site plan and special land uses.
 - 4. The Planning Commission, as a condition of its approval of a site plan, may require reasonable modifications relating to: the location, height, number of stories, and size of dwellings, buildings, and other structures; the area of the yards, courts, and other open spaces; and the sanitary, safety, and protective measures which shall be required for such dwellings, buildings, and structures; and any other changes to meet the standards and intent of this zoning ordinance and other ordinances, laws and regulations.
 - 5. For any approval with condition(s), the applicant shall submit a revised plan within 60 days illustrating compliance with all conditions for approval by the zoning administrator. No permits shall be issued until such revised plan is submitted and approved.
 - 6. The applicant shall be responsible for the cost of preparing all site plan submittal information and for the evaluation of the site plan and related documents by consultants selected by the city.

Section 21.06. - Application for full site plan review.

The detailed site plan presented for consideration shall contain all information required in this ordinance.

- a. *Application form.* An application form provided by the city and required fee established by resolution of the city council, shall include the following:
 - 1. Applicant's name, address and telephone/fax number(s)
 - 2. Name and address of property owner, if different from applicant
 - 3. Proof of property ownership

4. Common description of property and complete legal description including the tax identification number
 5. Dimensions of land and total acreage
 6. Existing zoning
 7. Proposed use of land and name of proposed development, if applicable
 8. Proposed buildings to be constructed, including square feet of gross floor area
 9. Anticipated number of employees at peak shift
 10. Names, addresses, and telephone/fax number(s) of engineers, attorneys, architects, and other professionals associated with the project
- b. *Site plan drawings and illustrations (fully dimensioned)*: Site plans shall contain all of the required data prior to approval of such plans by the city. Site plans shall consist of an overall plan for the entire development. Sheet size shall be at least 24-inch by 36-inch, with the plan view drawn to a scale of one (1) inch equals 50 feet for property less than three acres or one inch equals 100 feet for property of three or more acres.
- c. *Descriptive and identification data*. The following descriptive and identification information shall be included on all site plans:
1. Applicant's name, address and telephone/fax number(s)
 2. Title block indicating the name of the development
 3. Scale
 4. Northpoint
 5. Dates of submission and revisions (month, day, year)
 6. Location map drawn to scale with northpoint
 7. Legal and common description of property.
 8. The dimensions of all lots and property lines, showing the relationship of the site to abutting properties. If the site is a part of a larger parcel, the plan should indicate the boundaries of total land holding
 9. A schedule for completing the project, including the phasing or timing of all proposed developments
 10. Identification and seal of architect, engineer, land surveyor, or landscape architect who prepared plan
 11. Written description of proposed land use
 12. Zoning classification of applicant's parcel and all abutting parcels
 13. Proximity to driveways serving adjacent parcels
 14. Proximity to section corner and major thoroughfares
 15. Notation of any variances which have or must be secured
 16. Net acreage (minus rights-of-way) and total acreage, to the nearest one-tenth acre
- d. *Site data*.
1. Existing lot lines, building lines, structures, parking areas, and other improvements on the site and within 100 feet of the site
 2. Front, side, and rear setback dimensions

3. Topography on the site and within 100 feet of the site at two-foot contour intervals, referenced to a U.S.G.S. benchmark
4. Proposed site plan features, including buildings, roadway widths and names, and parking areas
5. Dimensions and centerlines of existing and proposed roads and road rights-of-way
6. Acceleration, deceleration, and passing lanes, where required
7. The proposed location and design of driveways providing vehicular ingress to and egress from the site, in relation to the street giving access to the site
8. The traffic circulation features and location of automobile parking areas within the site. The site plan should demonstrate features or improvements that will assure:
 - a) Safety and convenience of both vehicular and pedestrian traffic both within the site and in relation to access streets
 - b) Satisfactory and harmonious relationship between the development on the site and the existing and prospective development of contiguous land and adjacent neighborhoods
9. Typical cross-section of proposed roads and driveways
10. Location of existing drainage courses, floodplains, lakes and streams, with elevations
11. Location and dimensions of wetland areas. If deemed necessary because of site or soil conditions or because of the scope of the project, a detailed hydrology study may be required
12. Location of sidewalks within the site and within the right-of-way
13. Exterior lighting locations and method of shielding lights to prevent off-site glare
14. Trash receptacle locations and method of screening, if applicable
15. Transformer pad location and method of screening, if applicable
16. Parking spaces, typical dimensions of spaces, indication of total number of spaces, drives, and method of surfacing involving state and federal barrier-free requirements
17. Information needed to calculate required parking in accordance with zoning ordinance standards
18. The location of lawns and landscaped areas, including required landscaped greenbelts
19. Landscape plan, including location, size, type and quantity of proposed shrubs, trees and other live plant material
20. Location, sizes, and types of existing trees five inches or greater in diameter, measured at one foot off the ground, before and after proposed development.
21. Cross-section of proposed berms
22. Location and description of all easements for public right-of-way, utilities, access, shared access, and drainage
23. Designation of fire lanes
24. Loading/unloading area
25. The location of any outdoor storage of materials and the manner by which it will be screened
- 26.

e. Building and structure details.

1. Location, height, and outside dimensions of all proposed buildings or structures

2. Indication of the number of stores and number of commercial or office units contained in the building
3. Building floor plans
4. Total floor area (gross floor area and usable floor area)
5. Location, size, height, and lighting of all proposed signs
6. Proposed fences and walls, including typical cross-section and height above the ground on both sides
7. Building façade elevations, drawn to a scale of one inch equals four feet, or another scale approved by the zoning administrator and adequate to determine compliance with the requirements of this ordinance. Elevations of proposed buildings shall indicate type of building materials, proposed colors, roof design, projections, canopies, awnings and overhangs, screen walls and accessory buildings, and any outdoor or roof-located mechanical equipment, such as air conditioning units, heating units, and transformers
8. Samples of building materials and colors are required for review and approval by the Planning Commission

Section 21.07. - Optional preliminary site plan review.

The site plan approval process includes a review, at the option of the applicant, of a preliminary site plan by the Planning Commission. This option is recommended for site plans affecting over five acres, plans affecting locations designated in the City of Swartz Creek Master Plan as having significant natural features, sites containing floodplains or within the flood hazard zone, sites containing or potentially containing MDEQ designated/regulated wetlands, special land uses, complex industrial developments, redevelopment projects, and complex commercial developments. The review of a preliminary site plan allows and encourages exhaustive review, comment, and recommendation towards the conceptual and final approval of such projects.

Section 21.08. - Aesthetic review.

In addition to the specific design requirements for residential and nonresidential reviews, the Planning Commission and city council shall review and approve the design, construction and overall aesthetics of all new structures, including alterations and/or additions, which are subject to site plan review. The Planning Commission is to ensure that any such structure, alteration and/or addition complies with the purposes and intentions of the respective zoning district and its overlay district, if any. The Planning Commission is empowered to restrict the use of unacceptable construction methods and materials of any such structure, alteration and/or addition and shall strive to fulfill the aesthetic intentions of assuring compatibility of structures located within the district.

Section 21.09. - As-built drawings

- a. All projects within the city which go through site plan and/or construction plan review shall be required to submit record drawings. The drawings will need to be reviewed and approved by the city engineer or the city building official and zoning administrator prior to final acceptance of the project by the City of Swartz Creek.
- b. The initial submittals shall be of two sets of black line prints providing the applicable information shown on the checklist below. The minimum scale shall be one (1) inch equals 40 feet and shall bear the seal of a registered professional engineer or surveyor licensed to practice within the State of Michigan. All record lengths and elevations must be labeled as record.
- c. After the record drawings have been approved by the city engineer, the applicant shall submit two mylar copies of the approved drawings. A CD shall also be provided which contains a .pdf or other acceptable version of each sheet of the plan set with the following attributes:
 1. Locations shall be shown on the plans in state plane coordinates using the NAD83 Michigan South zone.
 2. Individual pipe sizes and structure types should be on separate layers.
 3. The scale shall be one (1) inch equals 40 feet unless otherwise approved by the city engineer or the city building official and zoning administrator.
 4. Annotation should be snapped to the mid-point of lines. Lines should be snapped to the center of structures.

Section 21.10. - Nonresidential design requirements.

The following design requirements for nonresidential buildings shall be applied during site plan review:

- a. *Exterior building design.*
 1. Buildings shall possess architectural variety, but enhance the overall cohesive community character. All buildings shall provide architectural features, details, and ornaments such as archways, colonnades, cornices, recesses, projections, wall insets, arcades, window display areas, peaked roof lines, or towers.
 2. Building walls and roofs over 50 feet in length shall be broken up with varying building lines, windows, gables, and/or architectural accents such as pilasters, columns, dormers, or awnings.
 3. Window area or spandrel glass shall make up at least 20 percent or more of the exterior wall area facing the principal street(s).
 4. In addition, a portion of the on-site landscaping shall abut the walls so that the vegetation combined with the architectural features significantly reduce the visual impact of the building mass as viewed from the street. Additional landscaping requirements of this ordinance must also be satisfied.
 5. Overhead doors shall not face a public street or Residential District. The Planning Commission can modify this requirement upon a determination that there is no reasonable alternative and the visual impact will be moderated through use of building materials, architectural features and landscaping beyond that required in Article 28 (Landscaping).

6. Additions to existing buildings must complement the current building design with regard to height, proportions, scale, materials, and spacing of openings.

b. Building materials.

1. Durable building materials which provide an attractive, quality appearance must be utilized.
2. New structure exteriors shall be predominantly (75 percent or more) constructed from quality materials such as earth-toned brick, native stone, and/or glass products. The Planning Commission may choose to allow distribution of coverage across all elevations evenly or to concentrate such coverage on more visible elevations, provided no elevation shall have less than 50 percent of its exterior constructed of such materials. Tinted/textured concrete masonry units may be used as accent materials on all sides and as a primary material on side and rear elevations.
3. Other materials such as smooth-faced concrete block, EIFS panels or pre-fabricated steel panels should only be used as accents and not dominate the building exterior of the structure.
4. Painted concrete block shall not be used as an exterior material on new buildings and only on additions to match the existing primary building.
5. Metal roofs may be allowed if deemed by the Planning Commission to be compatible with the overall architectural design of the building.

c. Building colors.

1. Exterior colors shall be of low reflectance, subtle, neutral, or earth tone colors. The use of high intensity colors such as neon, metallic, or fluorescent for the façade and/or roof of the building are prohibited except as approved by the Planning Commission for building trim.
2. The use of trademark colors not meeting this requirement must be approved by the Planning Commission.
3. Mechanical and service features such as gutters, ductwork, service doors, etc. that cannot be screened must be of a color that blends in with the color of the building.

d. Roof design.

1. Roofs should be designed to reduce the apparent exterior mass of a building, add visual interest, and be appropriate to the architectural style of the building.
2. Roofs shall have no less than two of the following features:
 - a) Parapets concealing flat roofs and rooftop equipment, such as HVAC units from public view. The average height of such parapets shall not exceed 15 percent of the height of the supporting wall and such parapets shall not at any point exceed one-third of the height of the supporting wall. Such parapets shall feature three-dimensional cornice treatment;
 - b) Overhanging eaves, extending no less than one foot past the support walls;
 - c) Sloping roofs that do not exceed the average height of the supporting walls, with an average slope greater than or equal to one foot of vertical rise for every three

feet of horizontal run and less than or equal to one foot of vertical rise for every one foot of horizontal run;

- d) Three or more roof slope planes.
- e) A specific architectural element proposed by the applicant's architect that is acceptable to the city planner and Planning Commission.

e. *Customer entrances.*

1. Each large retail establishment (15,000 square feet or more) on a site shall have clearly defined, highly visible customer entrances featuring no less than five of the following:
 - a) Canopies or porticos
 - b) Overhangs
 - c) Recesses/projections
 - d) Arcades
 - e) Raised corniced parapets over the door
 - f) Peaked roof forms
 - g) Arches
 - h) Outdoor patios
 - i) Display windows
 - j) Architectural details such as tile work and moldings which are integrated into the building structure and design
 - k) Integral planters or wing walls that incorporate landscaped areas and/or places for sitting
2. A specific architectural element proposed by the applicant's architect that is acceptable to the city planner and Planning Commission.
3. Where additional stores will be located in the large retail establishment, each such store may have at least one exterior customer entrance, which shall conform to the above requirements.

f. *Community amenities.* Community amenities such as patio/seating areas, water features, artwork or sculpture, clock towers, pedestrian plazas with park benches, or other features located adjacent to the primary entrance to the building(s) are highly encouraged and may be calculated as part of the landscaping requirement.

g. *Signs.* Signs shall be in accordance with the city's sign ordinance. All sign bases shall be constructed of materials compatible with the architecture of the building(s) located on the premises.

h. *Natural features.* Buildings shall be sited to protect existing natural areas such as steep natural grades, trees, significant groupings of healthy vegetation (shrubs and trees), and rock outcroppings. To the extent practical, these areas shall be incorporated into the overall site plan.

- i. *Building location and orientation.* New buildings in the CBD District shall have at least one principal building entrance oriented toward the front lot line.
- j. *Sidewalks.* All development shall include a provision for sidewalks, per City Code, within the site and within the right-of-way to provide connectivity between adjacent sites, the public realm, parking areas, and any other on-site amenities.
- k. *Outdoor Retail Display.* A sketch plan indicating the location and dimensions of any outdoor display must be submitted and approved by the Zoning Administrator prior to establishment of any such display. This will help ensure that said outdoor display will not interfere with approved access and circulation through the site nor create an unsightly situation. Palletized materials such as mulch, salt pellets, hunting bait, etc. shall only be allowed for display at the front of the building extending outward no more than ten (10) feet and shall not obstruct barrier-free access to the building. Under no circumstances shall said outdoor display block or interfere with vehicular driving lanes through the site. All sketch plans for outdoor display must be renewed annually with the City and does not include outdoor storage, which is a special land use under *Section 30.09(16), Special land use specific requirements*, of the ordinance.

Section 21.11. - Single-family dwelling design standards.

- a. *Intent.* This section is intended to establish regulations for the construction of new single-family dwellings zoned R-1, R-2, & R-3 including in-fill housing. The standards herein are intended to:
 - 1. Prevent grossly dissimilar dwellings which would adversely affect the value of dwellings in the surrounding area
 - 2. Prevent adverse effects on the desirability of an area to existing or prospective homeowners
 - 3. Ensure the stability of the environment
 - 4. Promote the most appropriate use of real estate
 - 5. Increase the opportunity to realize the development pattern envisioned in the Swartz Creek Community Master Plan

These regulations are based on the finding that the cohesiveness and character of the city's neighborhoods are significant factors in the city's quality of life, contribute to the distinct character in the various neighborhoods and help retain property values. These regulations further ensure new housing units are harmonious with the general character of the adjacent houses and the city overall and ensure a stable housing stock. While some level of diversity is desirable, these regulations are intended to ensure the design variation of new homes is similar to the level of variation in existing homes in the immediate area, or surrounding neighborhoods with similar densities for new residential projects. The standards shall not be construed to prohibit innovative design concepts involving such matters as solar energy, view, unique land contour, or relief from the common or standard designed home.

- b. *Applicability.* The regulations of this section shall apply to all new single-family home construction zoned R-1, R-2, & R-3. Major home expansions where the homeowner is expanding the footprint of the home by 40 percent or more shall comply with subsections 21.09.D.9, 21.09.D.10, and

21.09.D.11, in addition to required building codes, to ensure the resulting home continues to maintain the character of the neighborhood. The standards shall not apply to minor home expansions, interior remodeling, or to residences outside of the Single-Family Zoning Districts.

c. *Approval.* Compliance with these regulations shall be determined by the building and zoning administrator at the time the building permit is reviewed and shall be based on the standards of subsection d. below.

d. *Standards.*

1. Each such dwelling unit shall comply with all pertinent building and fire codes. Additionally, all dwellings shall meet or exceed all applicable roof snow load and strength requirements. Where there are conflicting applicable regulations, the more stringent shall apply.
2. All construction required herein shall be commenced only after a building permit has been obtained in accordance with the City Building Code and other building regulations.
3. Each such dwelling unit shall comply with the minimum standards listed throughout Appendix A for the Zoning District in which it is located, including minimum lot area, minimum lot width, minimum floor area, required setbacks and maximum building height.
4. Each dwelling unit shall be firmly attached to a permanent basement or crawl space foundation constructed on the site in accordance with the City Building Code.
5. The dwelling shall have an attached structure of equal workmanship as the dwelling unit, designed for the parking and storage of vehicles. Said structure shall be functionally and aesthetically compatible in design and appearance with other residences in the surrounding area as defined in subsection 12. below. When attached to a mobile home, modular home, pre-fabricated home or pre-constructed home, said structure shall comply with all requirements of the Michigan Building Code relative to grade separation and fire restrictive requirements.
6. Each such dwelling unit shall contain a storage area equal to ten percent of the square footage of the dwelling or 100 square feet, whichever shall be less. This storage area shall consist of a basement, attic or in a separate detached accessory structure that complies with the standards of this section regarding accessory buildings and structures. The intent of these standards is to limit the extent of outdoor storage.
7. The roof shall have a minimum 4:12 pitch and with a drainage system that will collect and concentrate the discharge of storm water or snow away from the sides of the dwelling. The roof shall have wood shake, asphalt, or other acceptable shingles. A roof overhang of not less than six inches on all sides shall be provided, or alternatively with window sills or roof drainage systems concentrating roof drainage at collection points along the sides of the dwelling.
8. A minimum of two exterior doors shall be provided with the second one being in either the rear or side of the dwelling. All dwelling units shall be oriented toward the public right-of-way such that the façade that faces the street contains a door,

windows, and other architectural features customary to the front façade of a residence.

9. The width across any front, side or rear elevation shall be a minimum of 24 feet and comply in all respects with the City Building Code.
10. In-fill housing or development on vacant lots in an existing platted subdivision shall consider the gross floor area and lot coverage of surrounding homes to ensure compatibility. The gross floor area and lot coverage of the proposed dwelling shall be at least 90 percent and no more than 135 percent of the average square footage of constructed single-family dwellings within 500 feet, up to the boundary of the existing neighborhood, of the subject dwelling unit, with measurements made from the edge of the street.
11. In-fill housing or development on vacant lots in an existing platted subdivision shall maintain a consistent front building line along the street. The front yard setback of the proposed dwelling shall be no less than 90 percent and no more than 135 percent of the average established front yard setback of other single-family dwelling unit within 500 feet, up to the boundary of the existing neighborhood, of the subject dwelling unit, with measurements made from the edge of the street.
12. Building appearance for all new single-family dwelling unit construction shall be aesthetically compatible in design and appearance with other residences in the surrounding area.
 - a) Definitions for what constitutes the surrounding area are as follows:
 - i. For new single-family neighborhood development (in the form of a new subdivision plat or new site condominium project), the surrounding area is defined as the nearest existing neighborhoods with similar densities.
 - ii. For in-fill housing development where there are one or a few isolated sites being developed within the existing neighborhood (in the form of an existing lot of record or recent land division), surrounding area shall be defined as within 500 feet, up to the boundary of the existing neighborhood, of the subject dwelling unit; with measurements made from the edge of the lot in each direction, including the opposite side of the street.
 - b) The determination shall be made by the building and zoning administrator and in considering similarity and compatibility with the surrounding area the following features must be considered in order to meet this requirement:
 - i. Exterior building material used on the proposed dwelling
 - ii. Roof style
 - iii. The design and position of windows
 - iv. Front entry design (presence of porches, front door location, etc.)
 - v. Garage style and design
 - c) If the building and zoning administrator cannot reach a determination on architectural compatibility, the application shall be forwarded to the Planning Commission for review and final action.
13. Appeal: An applicant may appeal the decision of either the building and zoning administrator or the Planning Commission to the zoning board of appeals. The city

shall provide written notification of denial at the last address of record. A written application for an appeal hearing before the zoning board of appeals shall be filed with the office of the building and zoning administrator within 15 calendar days of the receipt of the notice of denial.

14. Exceptions: The foregoing standards shall not apply to a mobile home located in a licensed mobile home park except to the extent required by state or federal law or otherwise specifically required in this ordinance and pertaining to such parks.

Section 9. Addition of Article 23: Conditional Uses to Appendix A of the Code of Ordinances.

The City hereby amends the code of ordinances to include a new Article 23 Conditional Uses to read as follows:

ARTICLE 23: CONDITIONAL LAND USES

Section 23.00 Intent

The intent of this Article is to provide standards for Conditional Land Uses, which are uses with specific conditions that if met, make the use permitted by right. These conditions are intended to minimize potential negative impacts to other surrounding land uses that could arise due to operations of the particular use. This Article provides standards for the Zoning Administrator or Planning Commission, depending upon the site plan review requirements, to review and determine if the conditions have been met.

Section 23.01 Standards for Approval

- a. Prior to approving a Conditional Land Use, the Zoning Administrator shall require that the proposed use meets all requirements and standards. If all requirements and standards are met a Conditional Land Use permit is granted.
- b. Properties for which application for conditional land use approval is made shall also be concurrent with, and subject to, site plan review in accordance with the requirements of ARTICLE 29, SITE PLAN REVIEW. Failure to obtain site plan approval will constitute denial of the approved conditional land use.

Section 23.02 Requirements and Standards of Approval

- a. The requirements to permit the conditional use shall remain unchanged.
- b. The Building Official shall make periodic investigations of the conditional land use to ensure continued compliance with all requirements and standards imposed by this Article. Noncompliance with the requirements for the conditional land use shall constitute grounds for the Zoning Administrator to terminate the approval.

Section 23.03 Validity of Conditional Land Use Approval

by a Conditional Land Use and site plan approval has not commenced within eighteen (18) months, and a written application for extension of the approval has not been filed as provided below, the approval shall automatically become null and void and all rights thereunder shall terminate.

- b. Upon written application filed prior to the termination of the eighteen (18) month period, the Zoning Administrator may authorize a single extension of the time limit for a further period of not more than eighteen (18) months. Such extension shall only be granted based on evidence from the applicant that the development has a reasonable likelihood of commencing construction within the eighteen (18) month extension.
- c. The granting of a conditional land use shall allow that particular use to be conforming in the zoning district, if the standards of this Article are maintained.

Section 23.04 Conditional Land Use Specific Requirements

Conditional Land Uses, because of their unique character and potential impacts on adjacent properties and the City, require additional specific requirements. Such uses are listed below with specific standards and regulations that must be met. The following are Conditional Land Uses with specific site and/or use standards which are described on the following pages:

- a. Land Uses with Conditional Requirements
 1. Accessory Dwelling Unit/Granny Flat (Section 23.04.b)
 2. Auto washes, automatic or self-service (Section 23.04.c)
 3. Automobile or vehicle dealerships (Section 23.04.d)
 4. Bars, taverns, lounges, microbreweries (accessory), and brewpubs (Section 23.04.e)
 5. Cemetery (Section 23.04.f)
 6. Equine and Stables (Section 23.04.g)
 7. Expansion of Apartment within an Existing Building (Section 23.04.h)
 8. Funeral homes and mortuary establishments (Section 23-04.i)
 9. Home Occupation (Section 23.04.j)
 10. Kennels (Section 23.04.k)
 11. Mini- or self-storage warehouses (Section 23.04.l)
 12. Indoor Commercial Recreation (Section 23.04.m)
 13. Outdoor Recreation (Section 23.04.n)
 14. Outdoor retail display and sales, (Section 23.04.o)
 15. Private Club, Fraternal Organization, Lodge (Section 23.04.p)
 16. Pet boarding facilities (Section 23.04.q)
 17. Places of Assembly (Section 23.04.r)
 18. Restaurants with a pick-up (Section 23.04.s)
 19. Small Inn/B&B (Section 23.04.t)
 20. Small Manufacturing Establishments (Section 23.04.u)
 21. Upper Floor Residential Dwellings (Section 23.04.v)
 22. Veterinary Hospitals (Section 23.04.w)

b. Accessory Dwelling Units

Definition. An accessory dwelling unit (ADU) is a smaller, secondary home on the same lot as a

primary dwelling. ADUs are independently habitable and provide the basic requirements of shelter, heating, cooking, and sanitation. There are two types of ADUs:

- a) Garden cottages are detached structures. Examples include converted garages or new construction.
 - b) Accessory suites are attached to or part of the primary dwelling. Examples include converted living space, attached garages, basements or attics; additions; or a combination thereof.
2. **Eligibility.** An ADU may be added to a house on any residentially zoned lot.
 3. **Utilities.** Utilities for ADU must be connected to the house on the parcel and may not have a separate meter or be billed separately.
 4. **Number.** One ADU is permitted per residentially zoned lot.
 5. **Creation.** An ADU may be created through new construction, conversion of an existing structure, addition to an existing structure, or conversion of a qualifying existing house to a garden cottage while simultaneously constructing a new primary dwelling on the site.
 6. **Density.** ADUs are exempt from the residential density standards of this code.
 7. **Approval.** Applications for ADUs must meet the following criteria.
 - a) The applicant must demonstrate that the ADU complies with all development and design standards of this section.
 - b) The applicant must demonstrate that the proposed modifications comply with applicable building and fire safety codes.
 8. **Occupancy and Use.** Occupancy and use standards for an ADU shall be the same as those applicable to a primary dwelling on the same site.
 9. **Design.** Design standards for ADUs are stated in this section. If not addressed in this section, base zone development standards apply.
 - a) All ADUs (accessory suites and garden cottages) must meet the following requirements:
 - 1) **Size.** An ADU may be no more than 600 square feet or the size of the primary dwelling, whichever is less
 10. **Parking.** No additional parking is required for an ADU. Existing required parking for the primary dwelling must be maintained or replaced on-site.
 11. **Exterior finish materials.** Exterior finish materials must visually match in type, size and placement, the exterior finish materials of the primary dwelling.
 12. **Roof pitch.** The roof pitch must be the same as the predominant roof pitch of the primary dwelling.
 13. **Windows.** If the street-facing façade of the ADU is visible from the street, its windows must match, in proportion and orientation, the windows of the primary dwelling.
 14. **Eaves.** If the primary dwelling has eaves, the ADU must have eaves that project the same distance from the building. If the primary dwelling does not have eaves, no eaves are required for the ADU.
 15. **Accessory suites** must meet the following additional requirements:
 - a) Location of entrances. Only one entrance may be located on the facade of the primary dwelling facing the street, unless the primary dwelling contained additional entrances before the accessory suite was created. An exception to this regulation is entrances that do not have access from the ground such as entrances from balconies or decks.
 - b) Exterior stairs. Fire escapes or exterior stairs for access to an upper level accessory suite shall not be located on the front of the primary dwelling.
 - c) Garden cottages must meet the following additional requirements:
 - 1) **Height.** The maximum height allowed for a garden cottage is the lesser of [20-25] feet or the height of the primary dwelling.
 16. **Setbacks.** Garden cottages must be located at least six feet behind the primary dwelling, unless the garden cottage is in an existing detached structure that does not meet this standard.
 17. **Building coverage.** The building coverage of a garden cottage may not be larger than the building coverage of the primary dwelling.

18. **Yard setbacks.** No portion of an existing building that encroaches within a required yard setback may be converted to or used as a garden cottage unless the building complies with setback exemptions (i.e. for garages, properties abutting alleys...) available elsewhere in the code.
19. **Exemptions.** Garden cottages are eligible for either of the following exemptions:
 - a) Design compatibility. Exceptions may be granted for garden cottages that:
 - 1) Are under 500 square feet and under 18' average height, or
 - 2) Meet Community Design Standards, defined elsewhere in the code.
20. **Alteration.** If a garden cottage is proposed for an existing detached accessory structure that does not meet one or more of the above standards, the structure is exempt from the standard(s) it does not meet. Alterations that would move the structure out of conformance with standards it does meet are not allowed. If any floor area is added to a detached accessory structure, the entire structure must meet the standards of sections h. Through u. above.

c. Automobile Washes, Automatic or Self-service

1. Only one (1) ingress/egress driveway shall be permitted on any single street.
2. Where adjoining property zoned or used as residential, a decorative masonry wall six (6) feet in height shall be erected along any common lot line. Such wall shall be continuously maintained in good condition. The City may approve a fence, landscaped berm, or landscaping as an alternative.
3. All washing facilities shall be within a completely enclosed building. Self-service facilities may be within a partially enclosed building.
4. Vacuuming and drying may be located outside the building but shall not be in the required front yard and shall be set back at least fifty (50) feet from any Residential District. Such areas shall be screened with obscuring landscaping as determined by the Planning Commission.
5. Adequate stacking space shall be provided in accordance with the requirements of Article 18, Off-Street Parking and Loading Standards. Stacking spaces shall not be permitted in the public right-of-way.

d. Automobile or Vehicle Dealerships

1. Outdoor storage of automobiles or vehicles for sale shall not be permitted in any required front or side yard.
2. All parking, display and outdoor storage areas shall be paved with a permanent and durable surface. Curbing around all parking, display and storage areas shall be provided.
3. Any use involving the maintenance, service, or repair of vehicles shall also meet the standards for automobile repair and/or service establishments.
4. Exterior lighting shall be fully shielded and directed downward to prevent off-site glare. The intensity within a site shall not exceed twenty (20) footcandles within the site or one (1) footcandle at the property line, except where it abuts a residentially used or zoned site, whereby a maximum of ten (10) footcandles and 0.5 footcandles is permitted for vehicle storage areas.
5. Flags, banners, streamers, and inflatables of any kind shall not be permitted unless approved by the Planning Commission.

e. Bars, Taverns, Lounges, Microbreweries (Accessory), and Brewpubs

1. The principal building shall be setback at least one hundred (100) feet from a Residential District (does not apply in the CBD, Central Business District).
2. Noise shall not be a nuisance outside of the building, in accordance with Section 20.04, Performance Standards, and other City ordinances.

f. Cemetery (Section 23.04.e)

1. The principal access shall be on an arterial or collector street.

2. Ingress and egress shall be designed to minimize traffic.
3. In a residential district or abutting a residential district, appropriate landscaping and screening shall be installed and consistent with abutting residential uses.

g. Equine and Stables (Section 23.04.f)

1. All buildings/accessory structures used in housing equine shall not be situated closer than 100 feet to any lot line of public right-of-way.
2. Accessory structure may not exceed 1,500 square feet in gross floor area.

h. Expansion of Apartment within an Existing Building (Section 23.04.g)

1. A single-family residence in a multiple family or commercial district may be subdivided into no more than three (3) apartments.
2. One (1) unit shall be occupied by the property owner.
3. The single-family residence shall have a minimum gross floor area of 2,000 square feet.
4. The total aggregate number of occupants in the residence may not exceed six (six).
5. All parking shall be provided off-street.
6. If additional entrances to house are created, the entrance shall not be located on a wall of the house that faces the street.
7. All applicable Building, Fire, and Safety codes must be met.

i. Funeral homes and mortuary establishments (Section 23-04.h)

1. Minimum lot area shall be one (1) acre and minimum lot width shall be one hundred fifty (150) feet.
2. An off-street vehicle assembly area shall be provided to be used in support of funeral processions and activities. This area shall be in addition to the required off-street parking and its related maneuvering area.

j. Home Occupation (Section 23.04.i)

1. All home occupations must comply, and remain in continuous compliance with, the following standards:
 - a) A home occupation permit must be obtained from the City and include a floor plan indicating the area(s) within the house where the home occupation will be conducted.
 - b) No person, other than members of the family residing in the dwelling, shall be engaged in the conduct of the home occupation.
 - c) The use of the dwelling for the home occupation shall be clearly accessory, incidental, and subordinate to its use for residential purposes, and not more than twenty percent (25%) of the gross floor area of the dwelling shall be used for the conduct of the home occupation.
 - d) There shall be no change in the outside appearance of the dwelling or any other visible evidence of the conduct of the home occupation.
 - e) There shall be no signs on any structure, in the windows or anywhere on the property.
 - f) Traffic generated by the home occupation shall not be greater than would normally be expected in a residential neighborhood, or no more than an average of ten (10) vehicular trips per day.
 - g) The home occupation shall be conducted entirely within the confines of the dwelling and shall not take place in a garage or accessory structure.
 - h) There shall be no sale of products or service on the premises where the home occupation is located. A retail showroom, sales area, outlet, or similar facility is prohibited as is outdoor display of goods.
 - i) Any necessary parking spaces for vehicles generated by the conduct of the home occupation shall be provided on the site in a normal driveway, but not within any required yard.
 - j) No equipment or process shall be used in the home occupation which creates noise,

the home occupation is located. In addition, no equipment or process shall be used in the home occupation which causes visual or audible interference in any radio or television receivers off the premises or causes fluctuation in the line voltage off the premises.

k. Kennels

1. For kennels housing dogs, the minimum lot size shall be two (2) acres for the first three (3) dogs and an additional one-third (1/3) acre for each one (1) additional dog.
2. Buildings wherein dogs are kept, dog runs, and/or exercise areas shall not be located closer than one hundred fifty (150) feet to any lot line and two hundred (200) feet from any road right-of-way.
3. Such facilities shall be subject to other conditions and requirements necessary to ensure against the occurrence of any possible nuisance (i.e., fencing, soundproofing, sanitary requirements).
4. All enclosures for breeding, rearing, shelter, or other uses in connection with harboring of animals, shall be hard surfaces and provided with proper drain
5. A kennel may be permitted as an accessory use to a veterinary office, clinic, or hospital. Such accessory use shall be subject only to the special land use standards of the veterinary use.

l. Mini- or Self Storage

1. Warehouses Minimum lot size shall be three (3) acres.
2. Minimum building and parking setbacks shall be fifty (50) feet from any public street right-of-way line, fifty (50) feet from any residential district and twenty-five (25) feet from any nonresidential zoning district.
3. The front yard visible from a public right-of-way and any side or rear yards adjacent to residential districts shall include wrought iron or similar decorative fencing and landscaping as determined by the Planning Commission.
4. The storage units shall be screened from all abutting properties using landscaping and/or walls.
5. Building design and materials shall be compatible with the existing and intended character of the area. Building facades facing a right-of-way must consist of decorative split face block or brick, as approved by the Planning Commission. All roofs must be pitched.
6. No storage unit doors shall face a public right-of-way. Walls, fences, and landscaping as determined by the Planning Commission may be utilized to obscure views of doors from the public right-of-way.
7. All storage shall be completely within enclosed buildings or structures, unless a separate special land use approval is granted for commercial outdoor storage on the premises, in accordance with Article 22, Special Land Uses.

m. Indoor Commercial Recreation

1. Access shall be from an arterial or collector street.
2. All uses, activities, or operations shall be conducted entirely inside the building.
3. All doors and windows shall always remain closed. Ventilation shall be via an HVAC system.
4. When adjacent to a residential district:
5. Hours of operation shall be limited to 6:00 a.m. to 11:00 p.m.
6. Exterior lighting should be shut off during non-business hours, except for security lighting.

n. Outdoor Dining

1. Outdoor dining may be allowed only as conditionally approved accessory to otherwise allowed restaurants, subject to the following requirements:
 - a) Outside of public right of way or on easements for public use. Outdoor dining is allowed by permit, between April 1 and October 31 subject to approval by the Zoning Administrator, when located outside of public rights-of-way or easements for public use and comply with the following:
 - 1) Additional signage shall not be permitted.
 - 2) There shall be no outdoor preparation of food or beverages.
 - 3) Confirmation of appropriate liquor licenses shall be submitted to the City, if proposed. (Outdoor dining areas in the public right of way or on an easement for public use, must apply and receive an outdoor dining permit. Outdoor dining permits must be re- applied for every six (6) months.
 - 4) Pedestrian circulation and access to the building entrance shall not be impaired. A minimum sidewalk width of five (5) feet along the curb and leading to the entrance to the establishment must be maintained free of tables, chairs, and other encumbrances. The seating in an outdoor dining area must be accessible to people with disabilities. Americans with Disabilities Act (ADA) accessibility requirements must be met within the outdoor dining area. Five percent, or at least one, of the seating spaces in the outdoor café area must be accessible to people with disabilities. An accessible route connecting the outdoor dining area, the business entrance, and the restrooms must be provided.
 - 5) The seating area on the public sidewalk shall only be limited to the area directly in front of the permitted restaurant use to which the seating area is accessory and shall not extend into adjoining sites. Seating may also be permitted within the front, side and rear yard area of the lot.
 - 6) The seating area shall be kept free of debris and litter. Written procedures for cleaning and trash containment and removal must be submitted.
 - 7) Tables, chairs, umbrellas, canopies, planters, waste receptacles, and other street furniture shall be compatible with the architectural character of the principal building.
 - 8) Outdoor dining, including any canopies or covers associated with such dining, shall be permitted within the required setback. Said canopies or covers may be affixed to the ground.
 - 9) Except as provided above, all fixtures and furnishings in the outdoor dining area including, but not limited to, tables, chairs, bar, server stations, and sources of heat shall be portable and not affixed to the ground, building, or other permanent structures. Permanent railings or fences may be permitted only where and to the extent that the building code requires an affixed fence for safety purposes. Permanent attachment of railings must be approved by the Building Department and permit emergency egress.
 - 10) The hours of operation of outdoor dining shall not extend past the normal operating hours of the main use, the restaurant.
 - 11) Outdoor dining located inside or rear yards, abutting or across from a residential district, shall not operate before 9 am or after 11 pm.
 - 12) No sound or audio or video entertainment, including but not limited to television or radio playing of music and/or sports events, may be piped into, or played so as to be visible or audible from the outdoor dining area before

9 am or after 11 pm on Fridays and Saturdays and before 9 am or after 10 pm on Sundays through Thursdays.

- 13) Outdoor amplification is not permitted.
- 14) Outdoor dining areas shall not have permanent fixtures, tables or seating.
- 15) Tables, seating, barriers, and other furniture may be required to be removed at the end of every business day, if identified as a condition of the outdoor dining permit.
- 16) Heating is permitted in outdoor dining areas. Heaters must be portable and be removed at the end of every business day.
- 17) Outdoor grills are not permitted in outdoor dining areas.
- 18) Outdoor dining areas shall follow any other applicable zoning regulations, such as signs, etc.
- 19) Outdoor cafés provide an alternative to sitting inside but are not intended to be permanent expansions of a restaurant's capacity.
- 20) Additional signage may not be permitted.
- 21) Lighting in the outdoor dining area must meet lighting standards as specified in Article 27.
- 22) Requests for outdoor dining shall include submission of a sketch plan to determine compliance with the above requirements. The request may be administratively approved by the Zoning Administrator and Building Department. At the time of approval, a performance guarantee is required that provides liability coverage in an amount determined by the City.
- 23) Outdoor Dining on Private Property
 - i. Outdoor dining is allowed by permit subject to approval by the Zoning Administrator.
 - ii. Permanent fences or barriers may be installed where safety is a concern or where such permanence is required by building code. They shall be shown on all applications and permits.
 - iii. The hours of operation of outdoor dining shall not extend past the normal operating hours of the main use, the restaurant.
 - iv. Outdoor dining located inside or rear yards, abutting or across from a residential district, shall not operate before 9 am or after 11 pm.
 - v. No sound or audio or video entertainment, including but not limited to television or radio playing of music and/or sports events, may be piped into, or played so as to be visible or audible from the outdoor dining area before 9 am or after 11 pm on Fridays and Saturdays and before 9 am or after 10 pm on Sundays through Thursdays.
 - vi. The seating in an outdoor dining area must be accessible to people with disabilities. Americans with Disabilities Act (ADA) accessibility requirements must be met within the outdoor dining area. Five percent, or at least one, of the seating spaces in the outdoor dining area must be accessible to people with disabilities. An accessible route connecting the outdoor dining area, the business entrance, and the restrooms must be provided
 - vii. Lighting in the outdoor dining area must meet lighting standards as specified in Article 19.

o. Outdoor Recreation

1. A photometric plan and sports illumination plan shall be submitted for review including the following:
 - a) Light pole height (not to exceed 20 feet)
 - b) Lighting type with max lighting levels
 - c) Light fixture details with either full cut off or directionally shielded lights
 - d) Location of light poles on fields, court, and parking
2. The applicant shall provide curfew hours for use of facilities and lighting.
3. Footcandles may not exceed 1 footcandle at the property line (measured three (3) feet above grade.)

p. Outdoor retail display and sales

1. Unless accessory to an approved retail business, an enclosed building of at least five hundred (500) square feet of gross floor area for office and sales use is required.
2. Displays shall be placed against the front wall of the principal building and shall not extend more than 36 inches from the building façade; provided that where there is a pedestrian sidewalk in front of the display, it shall remain unobstructed for a continuous width of at least 48 inches.
3. Displays shall be no taller than five feet high and shall not be longer than 20 feet or the length of the store's façade, whichever is less.
4. Displays shall not interfere with fire lanes.
5. The merchandise displayed must be offered for sale on the premises in front of which it is displayed.
6. Palletized materials such as mulch, salt pellets, hunting bait, etc. shall not be displayed.
7. A sketch plan indicating the location and dimensions of the outdoor display must be submitted and approved by the City prior to any outdoor display. Any outdoor display shall always comply with the sketch plan or site plan approved by the City.

q. Private Club, Fraternal Organization, Lodge

1. Building shall be set back a minimum of 50 feet from any residential district.
2. All activities other than parking and loading/unloading shall be conducted within an enclosed building.

r. Pet Boarding Facilities

1. Except for the outdoor play area, the facilities must be in a building with the pet boarding and any ancillary services being the only uses.
2. The lot shall be at least two (2) acres in size.
3. Up to 5% of the floor area may be used for accessory retail sales.
4. Adequate traffic circulation must be provided on-site to accommodate the frequent pickup and drop-off of animals for the facility.
5. An outdoor play area is allowed with the following restrictions:
 - a) Any outdoor play area shall not be any closer than one-hundred fifty (150) feet from a residential zoning district.
 - b) Any outdoor play area shall be in the interior side yard or rear yard.
 - c) A maximum eight (8) foot high fence enclosure is required around the play area and surface must be easy to maintain.
6. All animal waste shall be removed from the outdoor play area daily and disposed of in a sanitary manner.
7. Pets shall not be permitted to remain outdoors overnight.

s. Restaurants with a pick-up window

1. All containers shall be made of recyclable materials; Styrofoam and similar petroleum-based material containers shall be prohibited.
2. Trash receptacles shall be provided and maintained on the property.
3. All signs placed on the building shall be mounted flat against the building; and interior signs visible to patrons through glass or an opening shall not exceed twenty percent (25%) of that area. Temporary signs indicating whether the establishment is "open" or "closed" for the season shall be permitted in accordance with Article 14 Signs.
4. Outdoor seating may be provided when meeting the requirements of Section 102-34, Outdoor Seating for Restaurants and Cafes.
5. Months and hours of operation shall be provided as part of the conditional land use application.

t. Small Inn/B&B

1. Not more than two (2) bedrooms may be devoted to the small inn/B&B use.
2. Inn/B&B must be owner occupied.
3. Food service is limited to breakfast for those purchasing lodging.
4. One additional parking space per guest room is required (in addition to standard two (2) spaces per single family residence).
5. Accessory Dwelling Units (ADUs) may not be used as a small inn or B&B.
6. One building mounted wall sign, not exceeding five (5) square feet is permitted. Free standing signs are prohibited.
7. All state, local fire, sanitation, food service provisions requirements must be met.

u. Small Manufacturing Establishments

1. In the Central Business District Permitted by right, subject to the following:
 - a) Establishment occupies less than 1,500 square feet and has not more than 10 employees.
 - b) May not include bulk storage of flammable materials.
 - c) Storage of materials/production must be completely within a closed building.
 - d) The emission of odor or noise must be mitigated.
 - e) Must have an accessory retail use or another component that provides direct interaction with the public.
 - f) Must have windows along street frontage that allow pedestrians to view manufacturing process.
 - g) Must have a public entrance directly from the street.
2. In the General Business District Permitted by right, subject to the following:
 - a) Establishment occupies less than 3,000 square feet and has not more than 20 employees.
 - b) May not include bulk storage of flammable materials.
 - c) Storage of materials/production must be completely within a closed building.
 - d) The emission of odor or noise must be mitigated.
 - e) Must have an accessory retail use or another component that provides direct interaction with the public

v. Upper Floor Residential Dwellings

1. Parking for residential units shall be off street and within 500 feet.
2. Separate access shall be provided to each unit from the street.

w. Veterinary Hospitals

1. Such facilities shall be used only for domesticated animals. Treatment or boarding of non- domesticated, wild, exotic, or vicious animals shall not be permitted.

2. The principal buildings or structures shall be set back at least seventy-five (75) feet from the front property line; and at least two hundred (200) feet from any property line abutting a Residential District or use on the same side of the street, and at least seventy-five (75) feet from all other property lines.
3. Parking lots shall be set back at least fifty (50) feet from a Residential District or use and shall be screened by a wall at least four (4) feet high with landscaping on the exterior side of the wall. The Planning Commission may permit a landscaped berm or dense landscape buffer as an alternative to the wall.
4. All principal use activities shall be conducted within a totally enclosed principal building; no outdoor animal enclosures or runs are permitted unless a separate special land use has been approved for a kennel under Section 23.04(k), Kennels, or Pet Boarding Facility under Section 23.04(r).
5. Any indoor boarding shall be limited to that incidental to treatment or surgery unless the use has also been approved as a kennel or pet boarding facility.
6. Such facilities shall be subject to other conditions and requirements necessary to ensure against the occurrence of any possible nuisance (i.e., fencing, soundproofing, sanitary requirements).

All waste disposal shall meet the requirements of the Health Department of the State of Michigan.

Section 10. Amendment of Zoning Appendix A Table of Contents of the Code of Ordinances.

The City hereby amends the code of ordinances to include a revised Table of Contents and related sequence configuration for the Zoning Appendix A as follows:

Zoning Ordinance Table of Contents

ARTICLE 1. - INTENT ARTICLE 2. - DEFINITIONS

ARTICLE 3. - ZONING DISTRICTS AND MAP

ARTICLE 4. - SINGLE-FAMILY RESIDENTIAL DISTRICTS

ARTICLE 5. - MULTIPLE-FAMILY RESIDENTIAL DISTRICTS

ARTICLE 6. - PMSHDD PLANNED MANUFACTURED SENIORS HOUSING DEVELOPMENT DISTRICT

ARTICLE 7. - PUD, PLANNED UNIT DEVELOPMENT DISTRICT

ARTICLE 8. - COMMERCIAL DISTRICTS

ARTICLE 9. - O-1 OFFICE DISTRICT

ARTICLE 10. - I-1, LIGHT INDUSTRIAL DISTRICT

ARTICLE 11. - CONDOMINIUMS

ARTICLE 12. - NON-CONFORMING LOTS, USES, BUILDINGS AND STRUCTURES

ARTICLE 13. - GENERAL PROVISIONS

ARTICLE 14. - SIGN REGULATIONS

ARTICLE 15. - ZONING BOARD OF APPEALS

ARTICLE 16. - FLOOD HAZARD AREAS

ARTICLE 17. - ACCESS MANAGEMENT AND DRIVEWAY STANDARDS

ARTICLE 18. - OFF-STREET PARKING AND LOADING/UNLOADING REQUIREMENTS

ARTICLE 19. - LIGHTING STANDARDS

ARTICLE 20. – LANDSCAPING

ARTICLE 21. - SITE PLAN REVIEW

ARTICLE 22. - SPECIAL LAND USES

ARTICLE 23 - CONDITIONAL LAND USES

ARTICLE 24. - ORDINANCE AMENDMENTS AND CONDITIONAL REZONING AGREEMENTS

ARTICLE 25. - ADMINISTRATION AND ENFORCEMENT

Section 11. Amendment of Zoning Appendix A: Article 3 of the Code of Ordinances.

The City hereby amends the code of ordinances to include the Combined Use Reference Table for the Zoning Appendix A as follows:

Section 3.05. - Districts.

For the purpose of this ordinance, the City of Swartz Creek is hereby regulating land uses into the districts as follows:

	Single Family	Single Family	Downtown Residential	Two-Family	Multi-Family	Planned Manufactured Senior Housing (Article 10)	Planned Unit Development	Neighborhood Business	Central Business	General Business	Office	Light Industrial
Residential	R-1	R-2	R-3	R-4	RM-1	PMSHDD	PUD	NBD	CBD	GBD	O-1	I-1
Accessory Buildings and Uses, customary to Residential uses permitted by right	P	P	P	P	P							
Accessory Dwelling Units	CLU											
Attached Single-Family houses							P					
Cluster family dwelling units					P		P					
Detached single-family dwellings	P	P	P	P	P	P	P					
Existing Single and Multiple Family Homes in non-residential districts								P	P	SLU		
Expansion of Apartments within existing building	CLU	CLU	CLU					SLU	CLU			
Family Day Care	SLU	SLU	SLU	SLU	SLU							
Granny Flat	CLU	CLU	CLU									
Group Living (Adult and Child Residential Facilities)	SLU	SLU	SLU	SLU	SLU			SLU	SLU			
Home Occupation	CLU	CLU	CLU	CLU	CLU				P	CLU		
Live/work units, single family												
Manufactured Housing						P						
Manufactured Housing on Individual Lots (not part of a park)		SLU	SLU									
Mixed Use Residential								SLU	CLU			
Multi-family residential dwellings (apartment, senior community, row houses, similar multiple family residential)					P		P					
Multiple Attached Single Family Residential (Townhouse, Rowhouse)					P			P	P (excludes Miller Road corridor)			
Nursing, Assisted Living	SLU	SLU	SLU	SLU	SLU			SLU	SLU	SLU	SLU	
Two-family dwellings				P	P		P					
Upper floor residential dwellings								SLU	P	CLU		
Commercial	R-1	R-2	R-3	R-4	RM-1	PMSHDD	PUD	NBD	CBD	GBD	O-1	I-1
Accessory Buildings and Uses, customary to Commercial uses permitted by right							CLU	P	P	P	P	
Bank, Savings and Loan, Credit Union							CLU	P	P	P	CLU	
Bars, taverns, lounges, micro-breweries, brew-pubs							SLU	P	P	P	P	
Book stores										SLU		
Boutique Hotel										SLU		
Convenience Store							SLU	CLU	CLU	P		
Crematorium							CLU	P	P	P		
Day Care Center									SLU	SLU	P	SLU

Drive-through retail, service establishments and drive-through restaurants, except drive-in theaters								P	P	P	P	
Drive-through retail, service establishments, and drive-through restaurants						CLU		P	P	P	SLU	P
Funeral homes and mortuaries						SLU		SLU	SLU	P	P	
Hotels and motels								SLU	CLU	CLU		
Household and family service businesses, such as household equipment servicing (except automobile), laundries, dry cleaners and similar establishments									SLU	SLU		
Limited commercial*			P					SLU	SLU	SLU		
Nursery/Garden Center									P	P		
Nursing and Convalescent Care	SLU											P
Outdoor advertising which exclusively advertises a retail								CLU	CLU	P	CLU	
Outdoor retail sales										SLU	SLU	
Pet Store										CLU		P
Places of Assembly, including places of worship								CLU	P	P	CLU	
Restaurant						SLU		P	P	P	P	
Roadside Market						SLU		CLU	CLU	CLU	CLU	
Sec. 34-113. "In addition to the C-1 neighborhood commercial zoning districts, the planning commission may authorize the establishment and construction in residential districts..."								P	P	P		
Second-hand or antique stores										P		P
Shopping Center (between 15,000 sq. ft. and 30,000 sq. ft.)											SLU	
Shopping Center (greater than 30,000 sq. ft.)								SLU	SLU	SLU		
Shopping Center (up to 15,000 sq. ft.)												SLU
Small Inn/B&B	CLU	CLU	CLU					CLU				P

Section 12. Effective date.

This Ordinance shall take effect twenty (20) days following publication.

At a regular meeting of the City Council of Swartz Creek held on the _____ day of _____, 2019, Councilmember _____ moved for adoption of the ordinance and Councilmember _____ supported the motion.

The Mayor declared the ordinance adopted.

David Krueger
Mayor

Connie Eskew
Clerk

CERTIFICATION

The foregoing is a true copy of Ordinance No. 440 which was enacted by the Swartz Creek City Council at a regular meeting held on the _____ day of _____, 2019.

Connie Eskew
City Clerk

Resolution No. 190610-8D

RESOLUTION TO APPROVE THE SITE PLAN FOR THE BREWER CONDOMINIUM

Motion by Planning Commission Member: _____

WHEREAS, the city received a proposal to construct 15 condominium townhomes on two parcels of land zoned CBD, those parcels being 58-35-576-001, 002, and;

WHEREAS, the project is a permitted use within the CBD and requires a full site plan review, and;

WHEREAS, the planning commission, in reviewing the application materials and review criteria in Zoning Ordinance Sections 8, 18, 20, & 26-29, among other sections, finds the proposed site plan meets the intent of the zoning ordinance and recommended approval at their meeting on June 4, 2019, and;

WHEREAS, the city council finds that the site plan meets all other general and specific standards applicable if the following conditions are met:

1. Transfer of the property, less the fire pit, to the developer conditioned upon filing of a final master deed
2. _____

NOW, BE IT RESOLVED that the Swartz Creek City Council hereby approves the site plan and preliminary condominium master deed, as included in the June 10, 2019 city council packet, subject to the conditions in this resolution.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190610-8E

RESOLUTION TO APPROVE A DRAFT PURCHASE AND DEVELOPMENT AGREEMENT FOR PROPERTY OWNED BY THE CITY

Motion by Councilmember: _____

WHEREAS, the city owns two lots of the Supervisors Plat located on the northwest corner of Morrish Road and Paul Fortino Drive, PID's 58-35-576-001 & 58-35-576-002; and

WHEREAS, the community has been engaged in finding a preferred option for the permanent use of these parcels; and

WHEREAS, the Downtown Development Authority, in working with the public and other city commission and staff, finds that downtown housing is a feasible use that would further the vision of a small community, vibrant downtown; and

WHEREAS, the DDA conceived and planned for the use of the site with the help of a professional architect and subsequently invited developers to proceed with partnering in the development of the site; and

WHEREAS, RBF Construction presented themselves as the only local developer with capacity and a desire to meet the expectations of the DDA; and

WHEREAS, the DDA and RBF then jointly proceeded to detail site plan and architectural renderings, eventually recommending approval to the planning commission in early 2019; and

WHEREAS, RBF then submitted a site plan that was approved by the city on June 10, 2019; and

WHEREAS, the city desires to transfer the property to RBF Construction, with conditions, so development of the site may commence; and

WHEREAS, the city has been working with RBF on determining the total project scope, available incentives, and cost as competing terms in finalizing a sale value.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council authorizes the City Manager, in consultation with the city attorney, to complete and execute the purchase agreement as included in the June 10, 2019 city council packet, including a provision for the requisite public inspection period contingency.

BE IT FURTHER RESOLVED, the sale instrument shall be made available to the general public, for a period of not less than 30 days, in accordance with the City's Land Sale Policy of April 28, 2014.

BE IT FURTHER RESOLVED, the purchase agreement shall be reviewed by the city council subsequent to the review period.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190610-8F

RESOLUTION TO AMEND 5K FOOT RACE STREET PERMIT

Motion by Councilmember: _____

WHEREAS, the Swartz Creek Community Schools is a recognized not-for profit entity that operates in Swartz Creek; and

WHEREAS, the Swartz Creek High School Student Council proposes to amend the date and time of a 5k color run road race that will be centered in Winchester Village from Saturday, May 18, 2019, beginning at 5:00 p.m., to Tuesday, September 17th, 2019 at 6: 00 p.m.; and

WHEREAS, the City Council finds this organization and the event to be beneficial to the public and in good standing; and

WHEREAS, the Metro Police Department of Genesee County has reviewed and administratively approved street usage for this event.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek hereby approves the application for a street usage permit to conduct a 5 kilometer foot road race on Tuesday, September 17, 2019, 6:00 p.m. – 7:30 p.m., applicant: the Swartz Creek High School Student Council, as represented by the Swartz Creek Community School District, in the care of Principal Kitchen, race to be held in Winchester Village Subdivision, in accordance with the application submitted, under the direction and control of the Chief of Police and contingent upon the provision of valid insurance listing the City of Swartz Creek as an additionally insured party.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190610-8G

RESOLUTION TO ACQUIRE TAX REVERTED PROPERTY FROM GENESEE COUNTY TREASURER

Motion by Councilmember: _____

WHEREAS, on June 10, at public meetings, the Swartz Creek City Council reviewed the staff recommendation to acquire a specific parcel listed as Genesee County Treasurers' tax reverted property currently under foreclosure; and,

WHEREAS, the property for which there is a public purpose includes:

Young Drive, Parcel ID Number 58-03-531-132; and,

WHEREAS, the City Council finds that a public purpose exists for the acquisition of the vacant property, located on Young, that purpose being the control of development in an area known to have unresolved drainage issues, with the potential for this site to be used for storm water detention or related purposes; and,

WHEREAS, the County Treasurers' Office requires certain conditions and stipulations relative to the acquisition of tax reverted properties by local units of government,

NOW, THEREFORE, I Move the City of Swartz Creek enter into an agreement with the Genesee County Treasurers' Office, and further, direct the Mayor David Krueger and City Clerk Connie Eskew to execute the agreement on behalf of the City, agreement as follows:

NOTICE TO GENESEE COUNTY TREASURER DEBORAH L. CHERRY, THE
FORECLOSING GOVERNMENTAL UNIT, OF ELECTION TO PURCHASE FORECLOSED
PROPERTY

The City of Swartz Creek hereby notifies Deborah L. Cherry, Genesee County Treasurer and Genesee County Foreclosing Governmental Unit, that it intends to purchase property described as parcel number 58-03-531-132, also known as vacant land Young Drive, which property is located in Swartz Creek, Michigan, for a public purpose. The purchase price is \$978.22, which amount is the minimum bid as that term is defined in MCL 211.78m (11) as well as a \$30.00 deed recording fee.

The public purpose for which the property is being purchased is:

Blight prevention and neighborhood enhancement thus advancing neighborhood stabilization. Specifically a potential site for storm water retention to eliminate drainage issues in this development area.

The City of Swartz Creek agrees that this Notice will be filed with the Genesee County Register of Deeds and that the City of Swartz Creek will notify the Foreclosing Governmental Unit at least seven days before the event if it ever sells or transfers to a third party all or any part of the above described property. Further, the City of Swartz Creek understands and agrees that if it should ever sell the purchased property above described for an amount in excess of the minimum bid and all costs incurred relating to demolition, renovation, improvements, or infrastructure development, the excess amount shall be returned to the Genesee County Treasurer for deposit into the delinquent tax property sales proceeds account for the year in which the property was purchased by the City of Swartz Creek.

Upon the request of the Foreclosing Governmental Unit, the City of Swartz Creek shall provide, without cost to the Foreclosing Governmental Unit, information requested regarding any subsequent sale or transfer of the above described property. The information shall be provided within seven days of receipt of the request.

This election by the City of Swartz Creek is made subject to any prior right of election vested in the State of Michigan.

The City of Swartz Creek understands that neither Genesee County nor Deborah L. Cherry, either individually and/or as Genesee County Treasurer and/or as the Foreclosing Governmental Unit, makes any warranty of any kind as to the title transferred to the City of Swartz Creek and will not indemnify, defend, save nor hold harmless the City of Swartz Creek from any or all claims, liabilities, damages, losses, suits, fines, penalties, demands or expenses, including costs of suit and attorney fees, incurred by the City of Swartz Creek because of or related to its election to purchase the property above described.

The City of Swartz Creek agrees to indemnify, defend, save and hold harmless Genesee County and Deborah L. Cherry, individually and/or as Genesee County Treasurer and/or as Foreclosing Governmental Unit, from any and all claims, liabilities, damages, losses, suits, fines, penalties, demands and expenses, including costs of suit and attorney fees, which Genesee County and/or Deborah L. Cherry, individually and/or as Genesee County Treasurer

and/or as Foreclosing Governmental Unit incurred because of or related to the election of the City of Swartz Creek to purchase the property above described.

Attached to this notice is a copy of the resolution authorizing the purchase which resolution incorporates the indemnification of Genesee County and Deborah L. Cherry.

Date: _____

Mayor or Supervisor

Date: _____

Clerk

BE IF FURTHER RESOLVED, the cost to purchase such property, being \$978.22 as well as the addition of the current year taxes, fees, and assessments, shall be appropriated to the unencumbered, unreserved General Fund (101) fund balance.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 05/28/2019**

The meeting was called to order at 7:02 p.m. by Mayor Krueger in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Invocation and Pledge of Allegiance.

Councilmembers Present: Cramer, Farmer, Gilbert, Hicks, Krueger, Root.

Councilmembers Absent: Pinkston.

Staff Present: City Manager Adam Zettel, Clerk Connie Eskew, Treasurer Deanna Korth.

Others Present: Lania Rocha, Bob Plumb, Trudy Plumb, Steve Shumaker, Richard Abrams, Sandi Brill, Erik Jamison, Faye Porath, Curt Porath, Nate Henry, Jim Barclay.

EXCUSE COUNCILMEMBER PINKSTON

Resolution No. 190528-01 (Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hicks

I Move the Swartz Creek City Council excuse Mayor Pro Tem Pinkston.

YES: Unanimous Voice Vote.
NO: None. Motion declared carried.

APPROVAL OF MINUTES

Resolution No. 190528-02 (Carried)

Motion by Councilmember Root
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Amended Minutes of the Regular Council Meeting held Monday May 13, 2019 to be circulated and placed on file.

YES Gilbert, Hicks, Krueger, Root, Cramer, Farmer.
NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 190528-03

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as, printed for the Regular Council Meeting of May 28, 2019, to be circulated and placed on file.

YES: Hicks, Krueger, Root, Cramer, Farmer, Gilbert.
NO: None. Motion Declared Carried.

CITY MANAGER’S REPORT

Resolution No. 190528-04

(Carried)

Motion by Councilmember Farmer
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager’s Report of May 28, 2019, including reports and communications to be circulated and placed on file.

YES: Krueger, Root, Cramer, Farmer, Gilbert, Hicks.
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Sandi Brill, 5352 Greenleaf Drive, reminded everyone to vote for the “Kiss the Billy” contest. The women’s club is having a Rock - A -Thon again this year on Fortino Drive 12-2:30 p.m. and donations from this will be going to the K9 unit.

COUNCIL BUSINESS:

MILLER SETTLEMENT CITIZEN OF THE YEAR

Proclamation

Mayor Krueger presented Curt Porath with the 2018 award. Curt has served on council along with many other boards. He has contributed to Hometown Days, Swartz Creek Fine Arts, Swartz Creek Lions Club and Swartz Creek Women’s Club. His accomplishments and ability to lead and effect such profound and patient change represents volunteerism and leadership at its best.

BUDGET REVIEW

Adam Zettel, City Manager highlighted these budget book items:
Master Plan Task Audit, Budget Summary Narrative, Fund & Dept. Fact Sheets, Fiscal Year 2020 Budget, Fund Balance Statement.

Deanna Korth, Treasurer, commented on the sidewalk fund.

Mayor Krueger thanked Treasurer, Deanna Korth and City Manager, Adam Zettel for making the tremendous improvements on the presentation of the budget and making it much more understandable and easier to follow.

Mrs. Korth explained the negative or the red numbers on the budget requested by Councilmember Hicks.

Break 8:20-8:25 p.m.

Public Hearing

Open 8:33 p. m.

Sandi Brill invited council to her father Dick Abrams 90th birthday party June 22nd at United Methodist Church, 2-4 p.m.

Nate Henry inquired if the downtown lighting replacement poles could be reused. Mr. Zettel responded some of poles are being replaced but we are only being billed for the heads being replaced.

Closed 8:36 p.m.

A RESOLUTION TO AMEND CHAPTER 2 OF THE CODE OF ORDINANCES BY ADDING THERETO A NEW ARTICLE VIII, ENTITLED "MARIHUANA ESTABLISHMENTS"

Resolution No. 190528-05

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Farmer

WHEREAS, the City of Swartz Creek maintains police power over various activities and land uses related to medical and recreational marihuana (marijuana) , and

WHEREAS, the State of Michigan continues to promulgate rules and regulations pertaining to the same.

NOW, THEREFORE, I MOVE the City of Swartz Creek ordains:

**CITY OF SWARTZ CREEK
ORDINANCE NO. 439**

An ordinance to amend Chapter 2 of the Code of Ordinances by adding thereto a new Article VIII, entitled "Marihuana Establishments."

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Amendment of Chapter 2 of the Code of Ordinances.

The City hereby amends Chapter 2 of the Code of Ordinances of the City of Swartz Creek by adding thereto a new Article VIII, entitled "Marihuana Establishments," to read as follows:

ARTICLE VIII. MARIJUANA ESTABLISHMENTS.

Sec. 2-601. Prohibition of Marihuana Establishments.

No marihuana establishments, as defined by the Michigan Regulation and Taxation of Marihuana Act (PA – of 2018), are permitted within the boundaries of the City.

Section 2. Effective date.

This Ordinance shall take effect twenty (20) days following publication.

At a regular meeting of the City Council of Swartz Creek held on the 28th day of May, 2019, Councilmember Hicks moved for adoption of the ordinance and Councilmember Farmer supported the motion.

The Mayor declared the ordinance adopted.

David Krueger
Mayor

Connie Eskew
Clerk

CERTIFICATION

The foregoing is a true copy of Ordinance No. 439 which was enacted by the Swartz Creek City Council at a regular meeting held on the 28th day of May, 2019.

Connie Eskew

City Clerk

Discussion Ensued.

YES: Root, Cramer, Farmer, Gilbert, Hicks, Krueger.
NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE COST SHARING FOR MAINTENANCE OF SHARED ELEMENTS OF BRISTOL ROAD

Resolution No. 190528-06

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hicks

WHEREAS, the city owns and operates a system of major and local streets; and

WHEREAS, certain roads constitute a municipal border with another jurisdiction and result in shared right-of-way rights and responsibilities; and

WHEREAS, the corporate limits of the city extend 1,358 feet west of Morrish Road, along Bristol Road, making a portion of Bristol Road such an interjurisdictional road; and

WHEREAS, the Genesee County Road Commission (the Act 51 authority for Bristol Road) is providing a $\frac{3}{4}$ inch asphalt overlay and is seeking cost sharing for 50% of the project cost from the responsible local municipalities; and

WHEREAS, in line with past practice, Clayton Township is requesting participation from the city in the pro-rated amount of 6.4% (\$5,180) to provide for such improvement.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek City Council approves the Bristol Road improvement and agrees to pay 6.4% of the estimated project cost of \$80,096.75 (\$5,180) and further directs the Treasurer to appropriate such funds from the Major Street Fund.

Discussion Ensued.

YES: Root, Cramer, Farmer, Gilbert, Hicks, Krueger.
NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE CONSUMERS ENERGY LIGHTING REMOVAL AND REPLACEMENT WORK ORDERS

Resolution No. 190528-07

(Carried)

Motion by Councilmember Root
Second by Councilmember Cramer

WHEREAS, the street lights in the city are owned and operated by Consumers Energy Company (CE), a Michigan utility with principle offices located at One Energy Plaza, Jackson MI, 49201; and

WHEREAS, CE is the sole provider of street lights, electrical delivery, and maintenance on said lights in the County of Genesee, including Swartz Creek City; and

WHEREAS, CE supplies street lighting services to the city under a current standard street lighting contract which outlines specific fixture counts and types, said contract restated on November 1, 2014 and amended from time to time through various work orders by CE or as approved by the city; and

WHEREAS, the City is engaged in various projects that include lighting additions and upgrades, including Helmsley Drive reconstruction, Fairchild Street rehabilitation, and Miller Road streetscape; and

WHEREAS, Consumers Energy now seeks affirmation of the work orders and changes to the Standard Lighting Contract in order to remove certain existing lights, upgrade existing lights to LED, and install new lighting in accordance with the restated and amended lighting contract.

NOW THEREFORE, BE IT RESOLVED, it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Swartz Creek, dated November 1, 2014, modified November 1, 2018, in accordance with the Authorization for Change in Standard Lighting Contracts dated April 30, 2019 (Helmsley, Fairchild, and Miller Road).

BE IT FURTHER RESOLVED, that it is hereby deemed advisable to enter into a contract with Consumers Energy Company for furnishing lighting service within the City of Swartz Creek for a period of one year and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to the city council.

BE IT FURTHER RESOLVED, that the city agrees to the terms and conditions of forms 547 and 548 as included in the city council packet of May 28, 2019 and further directs the Mayor to execute said forms that represent the aforementioned terms and conditions.

Discussion Ensued.

YES: Cramer, Farmer, Gilbert, Hicks, Krueger, Root.
NO: None. Motion Declared Carried.

RESOLUTION TO ENTER INTO AGREEMENT WITH SWARTZ CREEK ESTATES TO PROVIDE FOR WATER AND SEWER READING AND BILLING CHANGES

Resolution No. 190528-08

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Hicks

WHEREAS, the Swartz Creek Estates mobile home park houses 176 mobile homes with independent water and sewer connections; and,

WHEREAS, the units do not have standard water 'curb boxes' or meter installation practices; and,

WHEREAS, a six inch master meter capable of reading and reporting water and derived sewer usage is available to the grounds in the public right of way; and,

WHEREAS, the city and owner have agreed that billing of the units by the owner and billing of the owner by the city is preferred to the current arrangement.

NOW, THEREFORE BE IT RESOLVED the City of Swartz Creek hereby approves the Agreement to Change Water/Sewer Billing Practices with Swartz Creek Estates as included in the city council packet of May 28, 2019.

Discussion Ensued.

YES: Farmer, Gilbert, Hicks, Krueger, Root, Cramer.
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Gilbert noticed Morrish Road is closed and the carnival has arrived.

Councilmember Hicks thanked Deanna Korth, Treasurer, for sitting down and going over the budget information today. She asked how to replace new recycle/garbage bins. Mr. Zettel responded to contact Republic and they would replace them.

She questioned about the recycling program and if we ever got any money back or reduced our rates. Mr. Zettel responded that on our last contract they lowered our rates due to our recycling program going well.

Councilmember Farmer looking forward to Hometown Days Festival this weekend.

Councilmember Cramer has a community concern in regards to a semi-truck parking on Worchester Drive. He commented about the solicitation on the corner of Miller/Elms this last weekend.

Councilmember Root questioned what exactly community promotions budget is used for. Mr. Zettel replied it is used for flowers, Christmas lights and downtown decorations. She hopes everyone has a great time at Hometown Days.

Councilmember Gilbert commented that the commercial building formerly known as Green Photography is getting a new roof put on.

Mayor Krueger commented on his recent travels to Wisconsin and their roads are all new. Michigan would do well to contact them and find out how they managed to pull that off.

ADJOURNMENT

Resolution No. 190528-09

(Carried)

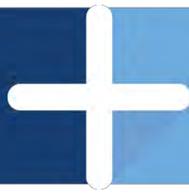
Motion by Councilmember Gilbert
Second by Councilmember Farmer

I Move the Swartz Creek City Council adjourn the regular meeting at 9:08 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Eskew, City Clerk



Soliciting in Public Roadway by Charitable or Civic Organizations

Introduction

A new law was passed, PA 112 of 2017, to address a 2016 Attorney General opinion (OAG 7291 of 2016) that concluded nonprofit organizations were prohibited from fundraising within road rights-of-way. As of July 27, 2017, charitable or civic organizations are permitted to solicit contributions in a public roadway under specific circumstances, such as at an intersection with traffic control devices.

A “charitable or civic organization,” as defined in this new Act, means a nonprofit organization that is qualified under Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code (26 USC 501), or a veterans’ organization that has tax-exempt status under the Internal Revenue Code.

Local Control

The Michigan Constitution provides that “except as otherwise provided in this constitution,” local units of government shall have reasonable control of their “highways, streets, alleys and public places.” Art 7, section 29. The Constitution further provides that each city and village has the power to adopt resolutions and ordinances relating to municipal concerns. Art 7, section 22. State statutes have been adopted permitting a city, village, or township to adopt by reference the Michigan Vehicle Code (MCL 257.1 to 257.923) and also the Uniform Traffic Code, promulgated by the State Police (MCL 257.951).

New Law

PA 112 of 2017 amends the Michigan Vehicle Code to allow a person to solicit contributions on behalf of a charitable or civic organization during daylight hours on a public street or roadway under certain conditions.

Local government conditions:

- A local government or road authority with jurisdiction over a roadway on which solicitation occurs is not be liable for any claim for damages arising out of the use of the roadway;
- A local government may enact or enforce regulations restricting, but not prohibiting, solicitation by charitable or civic organizations; and,
- A local government that previously enacted or was enforcing solicitation regulations prohibited under PA 112 is now required to bring those regulations into compliance within 60 days after its effective date of July 27, 2017.

Charitable or civic organization conditions:

- The organization must comply with applicable local government regulations;
- The organization must maintain at least \$500,000 in liability insurance;
- The person soliciting contributions on behalf of the charitable or civic organization must be at least 18 years old;
- The person soliciting contributions on behalf of the charitable or civic organization must wearing high-visibility safety apparel; and
- The portion of the roadway where solicitation occurs cannot be a work zone and must be within an intersection where traffic control devices are present.

PA 112 went into effect on July 27, 2017. Local government regulations were required to be in compliance with the new Act within 60 days of the effective date..

*House Bill 4888, if passed, will expand the definition of charitable institutions



Deborah L. Cherry

**GENESEE COUNTY
OFFICE OF THE TREASURER**

1101 Beach Street, Suite 144
Flint, Michigan 48502-1475
Telephone (810) 257-3054
Fax (810) 257-3885

DATE: May 31, 2019
TO: Local Unit Clerks
FROM: Deborah L. Cherry, Treasurer
SUBJECT: Tax Reverted Property

MCL211.78m directs that all parcels foreclosed by a County Treasurer's Office (foreclosing governmental unit) are available to be purchased by the State of Michigan, City, Village, Township or County in which they are located. The acquisition must be made prior to the foreclosed parcels being taken to public auction. Sec 78m (1) is excerpted below:

Sec. 78m.

- (1) Not later than the first Tuesday in July, immediately succeeding the entry of judgment under section 78k vesting absolute title to tax delinquent property in the foreclosing governmental unit, this state is granted the right of first refusal to purchase property at the greater of the minimum bid or its fair market value by paying that amount to the foreclosing governmental unit if the foreclosing governmental unit is not this state. If this state elects not to purchase the property under its right of first refusal, a city, village, or township may purchase for a public purpose any property located within that city, village, or township set forth in the judgment and subject to sale under this section by **payment to the foreclosing governmental unit of the minimum bid.** If a city, village, or township does not purchase that property, the county in which that property is located may purchase that property under this section by payment to the foreclosing governmental unit of the minimum bid. If property is purchased by a city, village, township, or county under this subsection, the foreclosing governmental unit shall convey the property to the purchasing city, village, township, or county within 30 days. If property purchased by a city, village township or county under this subsection is subsequently sold for an amount in excess of the minimum bid and all costs incurred relating to demolition, renovation, improvements, or infrastructure development, the excess amount shall be returned to the delinquent tax property sales proceeds account for the year in which the property was purchased by the city, village, township, or county or, if this state is the foreclosing governmental unit within a county, to the land reutilization fund created under section 78n.

Please find attached a list of foreclosed properties in your governmental unit that are available for purchase for the minimum bid. Note that a few foreclosures might be reversed, as allowed by law. (Any reversals are noted in the last column of the schedule.)

If you are interested in acquiring any of the parcels in your unit, contact Carla Vandefifer and the required agreement will be forwarded to you for signatures.

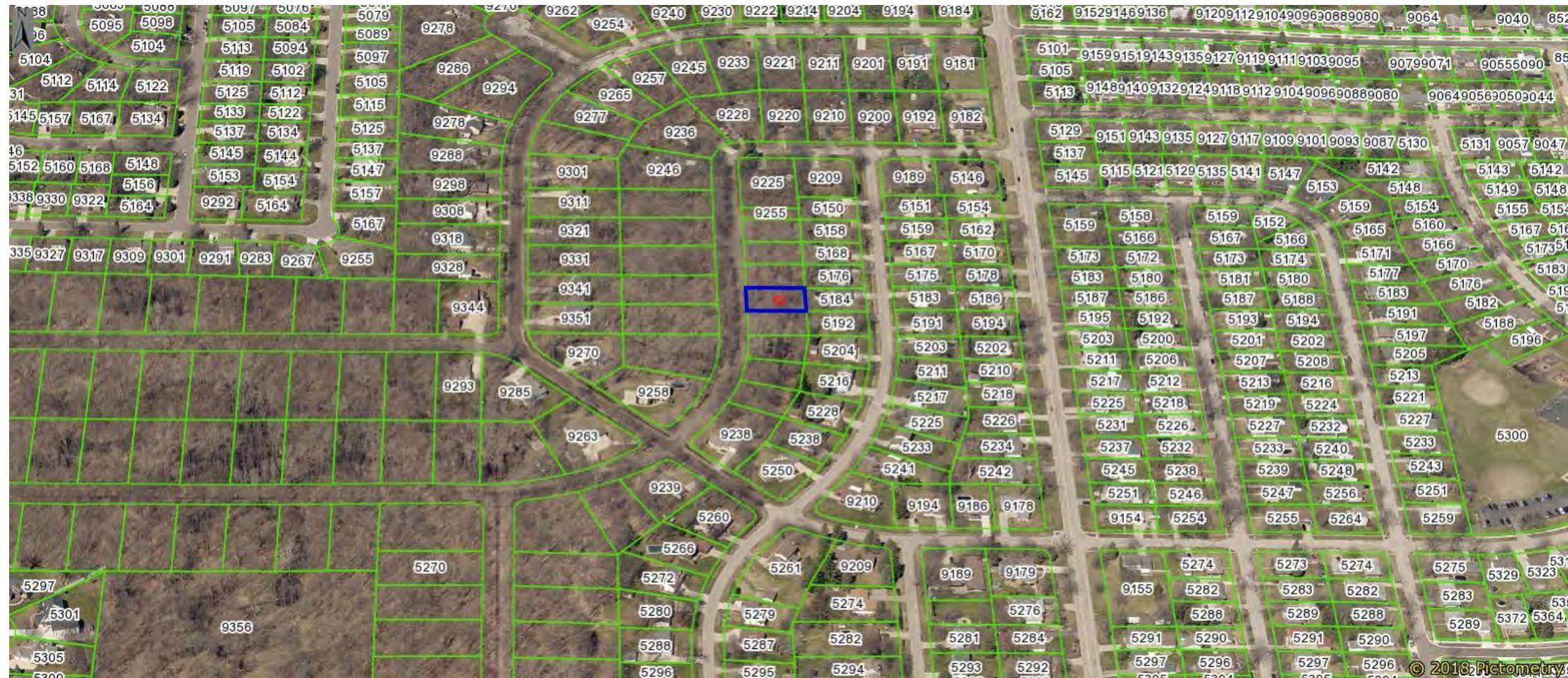
The deadline to acquire property from the 2019 foreclosures is July 2, 2019.

If you have any questions, please feel free to call Carla at (810) 257-2243 or email at cvandefifer@co.genesee.mi.us.

cc: Unit Treasurer
Unit Assessor

C/V/T	UNIT NAME	Property Number	Property Address		Minimum Bid
CITY	SWARTZ CREEK	58-03-531-132	YOUNG DR	SWARTZ CREEK	978.22

Young (132)



Certificates With Inspections

06/03/2019

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR160034	3431 HERITAGE BLVD	02/08/2016	02/08/2016	05/29/2019	05/29/2019	05/29/2021	Certified
Reinspection	MATT	Matt Hart	Completed	Complied			
Initial	JKEY	Matt Hart	Completed	Violation(s)			

Population: All Records

Record Count: 1

Certificate.DateIssued Between 5/1/2019 12:00:00 AM
AND 5/31/2019 11:59:59 PM

06/03/2019

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 05/01/2019 - 05/31/2019

Highlighted amount is total for that vendor

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
05/06/2019	46447	CONNIE ESKEW	BANK MILEAGE CONNIE	4.52
05/06/2019	46448	DAVID KRUEGER	REIMB MILEAGE & MEAL SMALL CITIES MEETIN	21.81
05/06/2019	46449	DEANNA KORTH	BANK MILEAGE DEANNA	18.10
05/06/2019	46450	DENNIS NOVAK	REIMB MILEAGE/PARKING APA MI SPRING INST	69.30
05/06/2019	46451	FIDELITY SECURITY LIFE INSUR/EYEMED	MAY 2019 RETIREE VISION (6)	43.44
05/06/2019	46452	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES 4/25/19	450.00
			MOW & TRIM CITY PROPERTIES 5/2/19	450.00
				900.00
05/06/2019	46453	REBECCA BOSAS	MILEAGE TO LANSING/EXAMINATION	60.32
05/06/2019	46454	SWARTZ CREEK ELEVATOR	TEMPO SC (4)/KILLZ ALL (4)/50 LB GRASS S	250.00
05/06/2019	46455	THOMAS SVRCEK	REIMB WATER APPLIC SANDFORD/BOSAS	140.00
05/09/2019	46456	BETTYE A MORRIS AND EXCELL MORRISH	CANCEL PARK RESERVATION 7/20/19	200.00
05/09/2019	46457	BS & A SOFTWARE	ANNUAL MAINT 5/1/19-5/1/20 UB/PO/PR/CR/A	4,756.00
05/09/2019	46458	C & H CONSTRUCTION CO INC	STORM SEWER/6310 CONCORD	1,927.25
05/09/2019	46459	C & M WIRE ROPE & SUPPLY CO	CHAIN (15)/CLIPS (2)/LINKS (2)/SLEEVES (28.80
05/09/2019	46460	CHARTER TOWNSHIP OF MUNDY	MARCH 2019 JOINT INSP & PERMIT FEES	4,208.45
05/09/2019	46461	CONSUMERS ENERGY	4/1-4/30/19 48473 LED LIGHT RD WORCHESTE	76.03
05/09/2019	46462	CONSUMERS ENERGY	4/1-4/30/19 4524 MORRISH RD	52.47
05/09/2019	46463	CONSUMERS ENERGY	4/1-4/30/19 TRAFFIC LIGHTS 1781	419.93
05/09/2019	46464	CONSUMERS ENERGY	4/1-4/30/19 ELMS PARKING LOT AREA LIGHTS	33.27
05/09/2019	46465	CONSUMERS ENERGY	4/1-4/30/19 SIRENS TRAFFIC LIGHTS 1997	27.76
05/09/2019	46466	CONSUMERS ENERGY	4/1-4/30/19 STREET LIGHTS 1294	9,141.47
05/09/2019	46467	COOKS DIESEL RV & TRUCK REPAIR	REPLACE SENSOR/SHIFTING ISSUE	495.79
05/09/2019	46468	CRIM FITNESS FOUNDATION INC	SAFE ROUTES/ACTIVE COMMUNITIES PLANNING	15,000.00
05/09/2019	46469	D & D TRUCK & TRAILER PARTS	FILTERS FOR SWEEPER	134.42
05/09/2019	46470	DANIEL L RHANOR	REWIRE ALLEY LIGHTS	280.00
05/09/2019	46471	DORNBOS SIGN & SAFETY INC	SIGNS	342.82
05/09/2019	46472	ELECTRICAL SYSTEMS INC	PHOTO CELL RELOCATION	450.00
05/09/2019	46473	ENERGY REDUCTION CO	EXCESS BENEFIT PAYMENT	829.27
05/09/2019	46474	FAMILY FARM AND HOME INC	APRIL 2019 INVOICES	48.41
05/09/2019	46475	FERGUSON WATERWORKS #3386	R900I CF (2)	408.94
05/09/2019	46476	FLINT WELDING SUPPLY	FAX/CYLINDER COMPRESSED OXYGEN	5.00
05/09/2019	46477	GILL ROYS HARDWARE	APRIL 2019 INVOICES LESS DISCOUNT	509.41
05/09/2019	46478	GRAND TRUNK WESTERN RAILROAD	EML/RR CROSSING MAINT 5/1/19-4/30/20	3,459.00
05/09/2019	46479	I T RIGHT INC	PC MID (2)	1,560.00
05/09/2019	46480	JAMS MEDIA LLC	MARCH BOR/ORDIN/PUB HEARING	263.70
05/09/2019	46481	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	440.00
05/09/2019	46482	KLEE MFG & DIST	FLAGS (7)	378.00
05/09/2019	46483	LEGACY ASSESSING SERVICES INC	MAY 2019 ASSESSING SERVICES OCTOBER 2018	2,566.00
05/09/2019	46484	MICHIGAN ELECTRIC SUPPLY COMPANY	GLOVES (5)	98.67
05/09/2019	46485	PITNEY BOWES INC.	LEASING CHARGES 3/1-5/29/19	144.12
05/09/2019	46486	PRINTING SYSTEMS	ELECTION SUPPLIES	132.36
05/09/2019	46487	PURCHASE POWER	METER REFILL/TRANS FEE	520.99
05/09/2019	46488	RADISSON PLAZA HOTEL	ESKEW SUMMER CLERK CONFERENCE 6/16-6/20/	645.00
05/09/2019	46489	ROYALTY SERVICES INC	TOPSOIL 1 YD	420.00
05/09/2019	46490	RWS OF MID MICHIGAN	APRIL 2019 FY19 GARBAGE/RECYCLING/YARD W	23,048.02
05/09/2019	46491	SHIRT TRAVELER	SHIRTS (55)	301.95
05/09/2019	46492	SUBURBAN AUTO SUPPLY	5W30 5 QT	19.49
			AIR FILTER	16.99
			15W40 OIL (4)	104.56
			SEA FOAM (3)/TECHRON/SAFEGD FUEL COND	53.95
				194.99
05/09/2019	46493	SUPER FLITE OIL CO INC	APRIL 2019 FUEL - DPW	1,359.02
05/09/2019	46494	TUCKER PLUMBING	REPAIR FAUCET/ELMS PARK	285.00
05/09/2019	46495	VERIZON WIRELESS	MONTHLY INVOICE 3/24-4/23/19	300.61
05/09/2019	46496	WOODS COLLISION	REPAIR PATCHER	70.00
05/09/2019	46497	XAK ZDUNIC	CHLORIDE APPLICATION	1,462.50

05/16/2019	46498	BLUE CARE NETWORK-EAST MI	JUNE 2019 COBRA/O'BRIEN	614.00
			JUNE 2019 RETIREE MEDICAL/TYLER	645.00
			JUNE 2019 RETIREE MEDICAL/CLOLINGER	1,243.63
				2,502.63
05/16/2019	46499	CONSUMERS ENERGY	4/4-5/5/19 A 8083 CIVIC DR	512.23
05/16/2019	46500	CONSUMERS ENERGY	4/4-5/5/19 A 5121 MORRISH RD	523.95
05/16/2019	46501	CONSUMERS ENERGY	4/4-5/5/19 A 4510 MORRISH RD	32.36
05/16/2019	46502	CONSUMERS ENERGY	4/4-5/5/19 A 8059 FORTINO DR	36.26
05/16/2019	46503	CONSUMERS ENERGY	4/4-5/5/19 A 8499 MILLER RD	27.26
05/16/2019	46504	CONSUMERS ENERGY	4/4-5/5/19 A 5257 WINSHALL DR	25.40
05/16/2019	46505	CONSUMERS ENERGY	4/4-5/5/19 A 5361 WINSHALL DR 8369	27.11
05/16/2019	46506	CONSUMERS ENERGY	4/4-5/5/19 A 5361 WINSHALL DR #2 RESTRMS	30.17
05/16/2019	46507	CONSUMERS ENERGY	4/4-5/5/19 A 9099 MILLER RD	31.11
05/16/2019	46508	CONSUMERS ENERGY	4/4-5/5/19 A 8095 CIVIC DR	642.12
05/16/2019	46509	CONSUMERS ENERGY	4/4-5/5/19 A 8011 MILLER RD	25.40
05/16/2019	46510	CONSUMERS ENERGY	4/5-5/6/19 A 8100 CIVIC DR	969.62
05/16/2019	46511	CONSUMERS ENERGY	4/8-5/7/19 A 4125 ELMS RD 4353	42.91
05/16/2019	46512	CONSUMERS ENERGY	4/8-5/7/19 A 4125 ELMS RD PAVILION 4437	32.16
05/16/2019	46513	CONSUMERS ENERGY	4/8-5/7/19 A 6425 MILLER PARK & RIDE	67.43
05/16/2019	46514	DELTA DENTAL PLAN	JUNE 2019 RETIREE DENTAL (6)	424.98
05/16/2019	46515	STATE OF MICHIGAN-DEPART. TREA	ESCHEAT #41745 TO STATE OF MI	15.12
05/16/2019	46516	UNUM LIFE INSURANCE	JUNE 2019 RETIREE LIFE INS (3)	35.10
05/23/2019	46517	ACE-SAGINAW PAVING COMPANY	COLD PATCH	807.60
05/23/2019	46518	AGROSCAPING INC.	TREES (11)	2,475.00
05/23/2019	46519	BETTY SHANNON	2019 MAR & APR CONTRACT REIMB RETIREE	1,156.86
05/23/2019	46520	BFT LP	PARKS PET WASTE BUNDLE	915.99
05/23/2019	46521	BIDCORP.COM INC	AUCTION SERV. DPW TRUCK	135.00
05/23/2019	46522	BIO-SERV CORPORATION	PEST CONTROL CITY HALL/LIBRARY-SR CTR	110.00
05/23/2019	46523	COMMUNITY IMAGE BUILDERS	ZONING ORDINANCE CHANGES PER MEDC AUDIT	4,458.00
05/23/2019	46524	CONSUMERS ENERGY	4/5-5/6/19 A 8301 CAPPY LN	380.30
05/23/2019	46525	DENNIS W CRAMER	MML WORKSHOP/SOCIAL MEDIA LOCAL GVMT	13.68
05/23/2019	46526	DIANE RIDLEY	ELMS PARK DEPOSIT REFUND 5/4/19 #2	100.00
05/23/2019	46527	DORNBOS SIGN & SAFETY INC	PEDESTRIAN ADV SIGN	154.87
05/23/2019	46528	ENERGY REDUCTION COALITION	5/1-5/31/19 EXCESS BENEFIT PAYMENT	1,136.79
05/23/2019	46529	GCGC	GCGC MEETING 6/13/2019	30.00
05/23/2019	46530	GEN CTY ROAD COMMISSION	APRIL 2019 S-MTCE & OPERATIONS	13.41
05/23/2019	46531	GUNTHERS LOCKSMITH SERVICE	REPAIR PANTRY DOOR & EXIT BAR	100.00
05/23/2019	46532	HACH	DPD FREE CHLORINE/DPD TOT CHLORINE	55.69
05/23/2019	46533	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	1,090.00
			MOW & TRIM CITY PROPERTIES/7512 GROVE	1,120.00
				2,210.00
05/23/2019	46534	JOSH RICHARDSON	ELMS PARK DEPOSIT REFUND 5/18/19 #1	100.00
05/23/2019	46535	MARLENN ARAMBULA NEVAREZ	ELMS PARK DEPOSIT REFUND 5/19/19 #2	100.00
05/23/2019	46536	METRO POLICE AUTH OF GENESEE COUNTY	APRIL 2019 67TH DC UNIT TOTAL	1,542.60
05/23/2019	46537	MUNICIPAL CODE CORP	5 COPIES SUPP SUPP NO 5 TO CODE ORDIN	2,049.45
05/23/2019	46538	MY-CAN LLC	PORT-A-JON RENTAL	360.00
05/23/2019	46539	NICKOLA L CONKLIN	PLAQUE PLATE	15.00
05/23/2019	46540	OHM ADVISORS	STREETSCAPE/PARKING LOT DESIGN AND BIDDI	7,570.50
			ENGINEERING SERVICES HELMSLEY DRIVE	337.25
			DESIGN ENG. OAKVIEW/CHELMSFORD/OXFORD/WI	16,111.25
				24,019.00
05/23/2019	46541	OHM ADVISORS	KFC CONSTRUCTION SERVICES	931.00
05/23/2019	46542	OHM ADVISORS	USDA WATER MAIN IMPROVEMENT PROJECT	32,543.50
05/23/2019	46543	OHM ADVISORS	SHARP FUNERAL HOME CONST SERV.	3,605.50
05/23/2019	46544	OHM ADVISORS	FAIRCHILD - CE	3,764.02
05/23/2019	46545	PARAGON LABORATORIES INC	EML/WATER SAMPLES WO SWARTZ CREEK-050919	687.00
05/23/2019	46546	RWS OF MID MICHIGAN	STREET SWEEPINGS	300.00
05/23/2019	46547	SALLY M ADAMS	JAN-JUNE 2019 RETIREE INSURANCE	1,578.00

05/23/2019	46548	SAMANTHA CASS	ELMS PARK DEPOSIT REFUND 5/19/19 #1	100.00
05/23/2019	46549	SIMEN FIGURA & PARKER PLC	EML/APRIL 2019 MONTHLY INVOICE	1,442.72
05/23/2019	46550	SINCLAIR RECREATION LLC	GAME TIME-EXPRESSION SWING/SHIPPING PER	1,476.00
05/23/2019	46551	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	192.00
05/23/2019	46552	SUBURBAN AUTO SUPPLY	MAX POWER CAR WASH	7.99
05/23/2019	46553	SWARTZ CREEK AREA SENIOR CITZ.	CDBG REIMB MAY 2019	3.67

GEN TOTALS:

Total of 107 Checks:				173,606.87
Less 0 Void Checks:				0.00
Total of 107 Disbursements:				<u>173,606.87</u>

Public Works
Monthly Work Orders

06/03/19

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
19-000016 COMPLETED	CH10-008494-0000-01	MALENICH, GEORGE 8494 CHELMSFORD DR	05/29/19 05/29/19	WATER LEAK
BXRP19-0162 COMPLETED	MI10-008024-0000-01	FORTINO'S FOOD MARKET 8024 MILLER RD	05/06/19 05/07/19	CURB BOX REPAIR
BXRP19-0163 COMPLETED	EL10-003287-0000-01	HAIGHT, ARLENE & LORETTA 3287 ELMS RD	05/07/19 05/07/19	CURB BOX REPAIR
BXRP19-0164 COMPLETED	OA10-005261-0000-03	EPLETT, JUDITH 5261 OAKVIEW DR	05/23/19 05/23/19	CURB BOX REPAIR
CKME19-0415 COMPLETED	WO10-005345-0000-02	HANSEN, CYNTHIA 5345 WORCHESTER DR	05/06/19 05/06/19	CHECK METER
CKME19-0416 CANCELLED	WO10-005192-0000-01	MORRISON, PAUL W 5192 WORCHESTER DR	05/16/19 05/16/19	CHECK METER
DAPU19-0036 COMPLETED	MI10-005392-0000-03	ELLIOTT, ANNA 5392 MILLER RD	05/30/19 05/30/19	DEAD ANIMAL PICK
FLAG19-0204 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	05/13/19 05/13/19	LOWER/RAISE FLAG
FNRD19-1549 COMPLETED	WI10-005414-0000-05	LAMROCK, TERRY 5414 WINSHALL DR	05/17/19 05/17/19	FINAL READ
FNRD19-1550 COMPLETED	SE20-005194-0000-09	PARKER, TIM 5194 SEYMOUR RD	05/01/19 05/01/19	FINAL READ
FNRD19-1552 COMPLETED	WI20-005090-0000-02	MELLEN, KELLI 5090 WINSTON DR	05/13/19 05/14/19	FINAL READ
FNRD19-1553 COMPLETED	AR10-006243-0000-02	SMYTH, KENDALL & CHRISTINE 6243 ARLINGTON DR	05/15/19 05/15/19	FINAL READ
FNRD19-1554 COMPLETED	MO10-005203-0000-01	SMITH, SC ELEV -L. 5203 MORRISH RD	05/20/19 05/20/19	FINAL READ
FNRD19-1555 COMPLETED	DO10-005351-0000-01	PHELPS, AGNES 5351 DON SHENK DR	05/17/19 05/17/19	FINAL READ
FNRD19-1556 COMPLETED	LU10-009118-0000-03	RUSSO, LINDA 9118 LUEA LN	05/22/19 05/22/19	FINAL READ
FNRD19-1557 COMPLETED	MI10-008406-0000-02	LOREY, DONNA 8406 MILLER RD	05/23/19 05/23/19	FINAL READ
FNRD19-1558 COMPLETED	CO30-006286-0000-01	SMELA, THOMAS & ANN 6286 CONCORD DR	05/31/19 05/31/19	FINAL READ
FNRD19-1559 COMPLETED	CC10-007432-0000-02	JONES, JOANN 7432 CROSSCREEK DR	05/28/19 05/28/19	FINAL READ
FNRD19-1560 COMPLETED	BR20-008023-0000-01	J W MORGAN CONSTRUCTION 8023 BRISTOL RD	05/28/19 05/29/19	FINAL READ
GWO19-0518 COMPLETED	MI10-008024-0000-01	FORTINO'S FOOD MARKET 8024 MILLER RD	05/06/19 05/07/19	GENERIC WORK ORDE

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
GWO19-0519 COMPLETED	CH20-008524-0000-01	DUSO, JAMES 8524 CHESTERFIELD DR	05/06/19 05/07/19	GENERIC WORK ORDE
GWO19-0521 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	05/16/19 05/17/19	GENERIC WORK ORDE
GWO19-0522	MI10-006192-0000-01	POLASEK, JAMES 6192 MILLER RD	05/20/19	GENERIC WORK ORDE
GWO19-0523 COMPLETED	CA10-008336-0000-01	SWARTZ CREEK SCHOOLS- WAREHO 8336 CAPPY LN	05/31/19 05/31/19	GENERIC WORK ORDE
HYDR19-0025	FR10-004485-0000-02	FORTIER, RICHARD 4485 FREDERICK ST	05/22/19	HYDRANTS
INSP18-000025 COMPLETED	CH10-008474-0000-02	ALLEN, STACI 8474 CHELMSFORD DR	05/01/19 05/01/19	TREE INSPECTION
INSP19-000026	WO10-005128-0000-01	HOPPER, RAYMOND 5128 WORCHESTER DR	05/22/19	TREE INSPECTION
LNDS19-0146 COMPLETED	SE20-005308-0000-01	HARSILA, WALLY 5308 SEYMOUR RD	05/13/19 05/13/19	LANDSCAPING
LNDS19-0147	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	05/29/19	LANDSCAPING
MNT19-0295 COMPLETED	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	05/08/19 05/08/19	BUILDING MAINTENA
MNT19-0296 CANCELLED	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	05/23/19 05/23/19	BUILDING MAINTENA
MTRP19-0568 COMPLETED	NE10-006735-0000-02	SCHAEFFER, STEVEN & SALLY 6735 NEMER CT	05/07/19 05/07/19	METER REPAIR
MTRP19-0569 COMPLETED	BI10-005260-0000-02	FARRO, KATHERINE 5260 BIRCHCREST DR	05/28/19 05/28/19	METER REPAIR
READ19-0688 COMPLETED	MI10-006319-0000-04	CORNERSTONE BAPTIST CHURCH 6319 MILLER RD	05/01/19 05/01/19	READ METER
READ19-0690 COMPLETED	KR20-004276-0000-01	SPRINGVALE ASSISTED LIVING 4276 KROGER DR	05/03/19 05/06/19	READ METER
READ19-0691 COMPLETED	BR30-000016-0000-02	BENDER, KEVIN 16 BROOKFIELD DR	05/23/19 05/23/19	READ METER
READ19-0692 COMPLETED	MO10-004501-0000-11	FRANTA, JANE 4501 MORRISH RD	05/23/19 05/23/19	FINAL READ
READ19-0693 CANCELLED	BR30-000016-0000-01	BENDER, KEVIN 16 BROOKFIELD DR	05/23/19 05/23/19	READ METER
SETM19-0086 COMPLETED	MI10-008138-0000-01	SHARP FUNERAL HOME 8138 MILLER RD	05/06/19 05/14/19	SET METER
SETM19-0087 COMPLETED	CH20-008524-0000-01	DUSO, JAMES 8524 CHESTERFIELD DR	05/14/19 05/14/19	SET METER
SI-000032	NO10-009192-0000-03	COLLETT, KELLEY 9192 NORBURY DR	05/14/19	SIGNS
STRT19-0092	SE20-005292-0000-02	GERMAIN, TRISHA	05/13/19	STREET REPAIR

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		5292 SEYMOUR RD	05/13/19	
STRT19-0093	BI10-005225-0000-01	CAMPBELL, ROBERT 5225 BIRCHCREST DR	05/17/19	STREET REPAIR
SWR19-0075	GR10-005346-0000-01	ALEXANDER, DAVID 5346 GREENLEAF DR	05/09/19 05/09/19	SEWER DRAIN PROBL
COMPLETED				
SWR19-0076	MI10-006218-0000-03	NEMER, KAL 6218 MILLER RD	05/13/19	SEWER DRAIN PROBL
SWR19-0077	EL10-004220-0000-02	DOUGLAS CORPORATION OF MICH 4220 ELMS RD	05/21/19 05/21/19	SEWER DRAIN PROBL
COMPLETED				
WOFF19-2178	BR20-006231-0000-05	GRIWATSCH, DAVID & MINDY 6231 BRISTOL RD	05/15/19 05/15/19	WATER TURN OFF
COMPLETED				
WOFF19-2179	DU10-005346-0000-01	GRAZIANO, REBECCA 5346 DURWOOD DR	05/15/19 05/15/19	WATER TURN OFF
CANCELLED				
WOFF19-2180	MI10-005286-0000-02	BARLOW, ROBERT P 5286 MILLER RD	05/15/19 05/15/19	WATER TURN OFF
COMPLETED				
WOFF19-2181	MI10-007191-0000-02	DAVIS, JOSHUA 7191 MILLER RD	05/15/19 05/15/19	WATER TURN OFF
CANCELLED				
WOFF19-2182	MI10-008002-0000-03	LASER'S FLOWER SHOP 8002 MILLER RD	05/15/19 05/15/19	WATER TURN OFF
CANCELLED				
WOFF19-2183	SE20-005361-0000-03	ASBURY, MICHELLE 5361 SEYMOUR RD	05/15/19 05/16/19	WATER TURN OFF
CANCELLED				
WOFF19-2184	WO10-005192-0000-01	MORRISON, PAUL W 5192 WORCHESTER DR	05/15/19 05/16/19	WATER TURN OFF
CANCELLED				
WOFF19-2185	WO10-005215-0000-05	SMYTH, KARIN 5215 WORCHESTER DR	05/15/19 05/15/19	WATER TURN OFF
CANCELLED				
WOFF19-2186	BR20-006211-0000-02	STEWART, GARY LEE JR 6211 BRISTOL RD	05/16/19 05/16/19	WATER TURN OFF
CANCELLED				
WOFF19-2187	CH10-009033-0000-01	SPOHN, RAE 9033 CHELMSFORD DR	05/16/19 05/16/19	WATER TURN OFF
CANCELLED				
WOFF19-2188	CH10-009087-0000-06	JACOBS, JOHNNY 9087 CHELMSFORD DR	05/16/19 05/17/19	WATER TURN OFF
CANCELLED				
WOFF19-2189	DU10-005409-0000-02	SWARTSTROM, PRISCILLA 5409 DURWOOD DR	05/16/19 05/16/19	WATER TURN OFF
CANCELLED				
WOFF19-2190	FI10-005031-0000-03	JARNIGIN, TONI 5031 FIRST ST	05/16/19 05/16/19	WATER TURN OFF
COMPLETED				
WOFF19-2191	HE10-005182-0000-03	VIEAU, MARK 5182 HELMSLEY DR	05/16/19 05/16/19	WATER TURN OFF
COMPLETED				
WOFF19-2192	MI10-007323-0000-03	GOLAB, BRET 7323 MILLER RD	05/16/19 05/16/19	WATER TURN OFF
COMPLETED				
WOFF19-2193	MO10-005058-0000-03	PAVLICA, BRIAN 5058 MORRISH RD	05/16/19 05/16/19	WATER TURN OFF
COMPLETED				
WOFF19-2194	MO10-005144-0000-02	SHUMAKER, ROGER JR 5144 MORRISH RD	05/16/19 05/17/19	WATER TURN OFF
CANCELLED				

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WOFF19-2195 CANCELLED	NO10-009152-0000-05	RINGLE, JENNIFER 9152 NORBURY DR	05/16/19 05/16/19	WATER TURN OFF
WOFF19-2196 CANCELLED	SC20-005068-0000-02	CARR, JASON 5068 SCHOOL ST	05/16/19 05/17/19	WATER TURN OFF
WOFF19-2197 CANCELLED	TH10-005029-0000-01	CARR, RONALD 5029 THIRD ST	05/16/19 05/17/19	WATER TURN OFF
WOFF19-2198 COMPLETED	WA10-007468-0000-03	SMYTH, ANDREW 7468 WADE ST	05/16/19 05/16/19	WATER TURN OFF
WOFF19-2199 COMPLETED	VA10-005313-0000-01	TABACCHI, WILLIAM 5313 VALLEYVIEW DR	05/17/19 05/17/19	WATER TURN OFF
WOFF19-2200 COMPLETED	CH20-009184-0000-02	HERMAN, TRENT 9184 CHESTERFIELD DR	05/21/19 05/22/19	WATER TURN OFF
WOFF19-2201 COMPLETED	CR10-008093-0000-04	BROWN, JACQUELINE A 8093 CRAPO ST	05/21/19 05/22/19	WATER TURN OFF
WOFF19-2202 CANCELLED	DU10-005361-0000-01	PAUL, JUNIOR 5361 DURWOOD DR	05/21/19 05/21/19	WATER TURN OFF
WOFF19-2203 CANCELLED	LU10-009128-0000-03	MC CROON, ERIC 9128 LUEA LN	05/21/19 05/22/19	WATER TURN OFF
WOFF19-2204 COMPLETED	MI10-008267-0000-02	DOOLEY, LISA P 8267 MILLER RD	05/21/19 05/22/19	WATER TURN OFF
WOFF19-2205 CANCELLED	MO10-005123-0000-01	HAWKS, BRAD 5123 MORRISH RD	05/21/19 05/22/19	WATER TURN OFF
WOFF19-2206 COMPLETED	WI10-005310-0000-02	VIEAU, JANIS 5310 WINSHALL DR	05/21/19 05/21/19	WATER TURN OFF
WOFF19-2207 COMPLETED	MC10-005076-0000-01	POBOCIK, DOLORES 5076 MC LAIN ST	05/21/19 05/22/19	WATER TURN OFF
WOFF19-2208 CANCELLED	CH20-009104-0000-03	MCDONALD, ALICIA 9104 CHESTERFIELD DR	05/21/19 05/21/19	WATER TURN OFF
WOFF19-2209 COMPLETED	DY10-003398-0000-02	RASHMAWS, RAHMEH 3398 DYE RD	05/21/19 05/23/19	WATER TURN OFF
WOFF19-2210 CANCELLED	MA20-008095-0000-03	PASHEEK, RYAN L 8095 MAPLE ST	05/21/19 05/21/19	WATER TURN OFF
WOFF19-2211 CANCELLED	SE20-005178-0000-01	SIMMONDS, DAN 5178 SEYMOUR RD	05/21/19 05/21/19	WATER TURN OFF
WOFF19-2212 COMPLETED	GA10-004517-0000-03	YOUNG, KIRK 4517 GATEWAY BLVD	05/28/19 05/28/19	WATER TURN OFF
WOFF19-2213 CANCELLED	YA10-007036-0000-03	ROBISON, JACK 7036 YARMY DR	05/29/19 05/31/19	WATER TURN OFF
WOFF19-2214 CANCELLED	CH20-008506-0000-02	CAMPBELL, BRIAN D 8506 CHESTERFIELD DR	05/29/19 05/29/19	WATER TURN OFF
WOFF19-2215 COMPLETED	MO10-004318-0000-04	HEMPHILL, ROGER 4318 MORRISH RD	05/29/19 05/29/19	WATER TURN OFF
WOFF19-2216	CA10-008396-0000-05	TORPEY, KACEY	05/29/19	WATER TURN OFF

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		8396 CAPPY LN	05/29/19	
WTON19-1297	SE20-005345-0000-01	RENO, DENNIS	05/09/19	WATER TURN ON
COMPLETED		5345 SEYMOUR RD	05/09/19	
WTON19-1298	BR10-005032-0000-01	JOZWIAK, BERNADETTE	05/01/19	WATER TURN ON
COMPLETED		5032 BRADY ST	05/01/19	
WTON19-1299	MO10-005044-0000-09	RAYNER, MARY	05/06/19	WATER TURN ON
COMPLETED		5044 MORRISH RD	05/06/19	
WTON19-1300	WI10-005182-0000-01	ALEXANDER, LINDA J	05/14/19	WATER TURN ON
COMPLETED		5182 WINSHALL DR	05/14/19	
WTON19-1301	MI10-005286-0000-02	BARLOW, ROBERT P	05/15/19	WATER TURN ON
COMPLETED		5286 MILLER RD	05/15/19	
WTON19-1302	MO10-005058-0000-03	PAVLICA, BRIAN	05/16/19	WATER TURN ON
COMPLETED		5058 MORRISH RD	05/16/19	
WTON19-1303	BR20-006231-0000-05	GRIWATSCH, DAVID & MINDY	05/20/19	WATER TURN ON
COMPLETED		6231 BRISTOL RD	05/20/19	
WTON19-1304	VA10-005313-0000-01	TABACCHI, WILLIAM	05/17/19	WATER TURN ON
COMPLETED		5313 VALLEYVIEW DR	05/17/19	
WTON19-1305	MI10-007323-0000-03	GOLAB, BRET	05/21/19	WATER TURN ON
COMPLETED		7323 MILLER RD	05/21/19	
WTON19-1306	WI10-005310-0000-02	VIEAU, JANIS	05/21/19	WATER TURN ON
COMPLETED		5310 WINSHALL DR	05/21/19	
WTON19-1307	MC10-005076-0000-01	POBOCIK, DOLORES	05/22/19	WATER TURN ON
COMPLETED		5076 MC LAIN ST	05/23/19	
WTON19-1308	MI10-008267-0000-02	DOOLEY, LISA P	05/23/19	WATER TURN ON
COMPLETED		8267 MILLER RD	05/23/19	
WTON19-1309	CR10-008093-0000-04	BROWN, JACQUELINE A	05/23/19	WATER TURN ON
COMPLETED		8093 CRAPO ST	05/23/19	
WTON19-1310	FI10-005031-0000-03	JARNIGIN, TONI	05/28/19	WATER TURN ON
COMPLETED		5031 FIRST ST	05/28/19	
WTON19-1311	CH20-009184-0000-02	HERMAN, TRENT	05/23/19	WATER TURN ON
COMPLETED		9184 CHESTERFIELD DR	05/23/19	
WTON19-1312	MO10-004318-0000-04	HEMPHILL, ROGER	05/29/19	WATER TURN ON
COMPLETED		4318 MORRISH RD	05/29/19	
WTON19-1313	CA10-008396-0000-05	TORPEY, KACEY	05/30/19	WATER TURN ON
COMPLETED		8396 CAPPY LN	05/30/19	

Total Records: 102

Report Generated: 6/3/2019 10:26 AM

Report Options: Scheduled From: 5/1/2019 To: 5/31/2019

DPS ACTIVITY

MAY 2019

	REGULAR	HOLIDAY	VACATION	ABSENT	OT	DT
101 GENERAL FUND						
262.0 ELECTIONS						
345.0 P S BLDG	37.12	0.44	1.01	0.05		
781.0 AMPHI-PARK						
782.0 ABRAMS PARK	29.43	1.73	1.69	0.15		
783.0 ELMS PARK	71.11	0.81	22.00	0.09		
784.0 BICENT. PARK	1.00		0.05			
790.0 SENIOR CENTER/LIBRARY	60.12	0.51	1.92	0.05		
793.0 CITY HALL	29.50	0.47	1.88	0.06		
794.0 COMM PROMO	53.31	0.37	14.18	2.27		
796.0 CEMETERY	2.10	0.11	0.02			
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE	18.11	0.42	0.12			
463.0 STREET MAIN	107.99	3.18	7.96	0.95		
474.0 TRAFFIC	5.45	0.04	1.50	0.25		
478.0 SNOW & ICE	0.67	0.06	0.13	0.01		
482.0 ADMIN	20.85	1.78	3.90	0.22		
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	170.71	8.16	17.59	4.00		
474.0 TRAFFIC	8.55	0.15	5.21	1.01	2.00	
478.0 SNOW & ICE	0.65	0.06	0.13	0.01		
482.0 ADMIN	29.61	2.54	5.54	0.32		
226 GARBAGE FUND						
528.0 COLLECT	4.09	0.26	0.62	0.03		
530.0 WOODCHIPPING	98.09	3.85	3.19	0.64		
782.0 ABRAMS PARK GARBAGE	31.68	0.55	1.69	0.25	4.00	4.00
783.0 ELMS PARK GARBAGE	32.65	0.55	1.68	0.25	4.00	4.00
793.0 CITY HALL	6.66	0.06	0.34	0.01		
590 WATER						
540.0 WATER SYSTEM	229.29	12.18	28.24	4.87		
540.0 WATER-ON CALL	6.00	0.21				
542.0 READ & BILL	28.56	0.64	1.17	0.65		
793.0 CITY HALL	16.66	0.15	0.84	0.01		
591 SEWER						
536.0 SEWER SYSTEM	59.61	4.02	7.46	0.58		
536.0 SEWER-ON CALL	6.00	0.21				
537.0 LIFT STATION	6.32	0.36	0.80	0.05		
542.0 READ & BILL	28.56	0.64	1.17	0.65		
793.0 CITY HALL	16.66	0.15	0.84	0.01		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	88.89	3.34	2.13	0.56	2.00	
DAILY HOURS TOTAL	1306.00	48.00	135.00	18.00	12.00	8.00

DPS Equipment Rental
 May 2019
 Page 1

Nature Of Work	4WD 7-15,3-08 2-08, 09-03	4WD 7-15,3-08 2-08, 09-03a	2WD 5-16	JCB Backhoe 06'00	Backhoe w/breaker 06'00a	Bucket Truck 6-99	Brush Hog 09'02	Dump 11	Dump w/plow 11a	Dump 12'02	Dump w/plow 12'02a	Dump 12-04	Dump w/plow 12-04a
101.262 Elections													
101.450 Forestry													
101.781 Pajtas Amphi													
101.782 Winshall Pk	8.5		1.81										
101.783 Elms Pk	23.5		4.25							3			
101.784 Bicentennial Pk	1												
101.790 Sen Ctr./Lib	36.5		2.42										
101.345 PS Bldg	28		2.68										
101.793 City Hall	37.5		2.36										
101.794 Comm Promo	20		0.96	4									
661.795 City Garage	3		2.05			1							
101.796 City Cem			0.04				6						
202.463 Maint. Major	39		1.98									2	
202.474 Traffic-Major	2		0.24										
202.478 Snow/Ice-Maj													
202.482 Major-Admin			10.93										
203.463 Maint-Local	42		2.31							5			
203.474 Traffic-Local	7		0.28										
203.478 Snow/Ice-Local													
203.482 Local-Admin			15.53										
226.528 Waste Collect	5		1.61										
226.530 Woodchipping	22		1.61					16		1			
590.540 Water System	97		23.68										
590.542 Water-Read/Bill	21.5		0.81										
591.536 Sewer System	11		19.18										
591.537 Sewer Lift Stat			2.26										
226.782 Winshall Pk Gbg	23		0.11										
226.783 Elms Pk Gbg	25		0.09										
591.542 Sewer Read/Bill	21.5		0.81										
Total	474	0	98	4	0	1	0	22	0	9	0	2	0

DPS Equipment Rental
 May 2019
 Page 2

Nature Of Work	Portable Generator	Case Backhoe 17	Sweeper	JD Tractor 19	Chipper	#42 Arrow	Arrow Board	Trailer	Roller	Pressure Washer	Post Hole Digger	01'98	Kubota 5-18
101.262 Elections													
101.450 Forestry													
101.781 Pajitas Amphitheater													
101.782 Winshall Pk				1									1
101.783 Elms Pk		4		1									18
101.784 Bicentennial Pk													
101.790 Sen Ctr./Lib													
101.345 PS Bldg													
101.793 City Hall													3
101.794 Comm Promo													8
661.795 City Garage													2
101.796 City Cem													
202.463 Maint. Major			19	6		5							
202.474 Traffic-Major													
202.478 Snow/Ice-Maj													
202.482 Major-Admin													
203.463 Maint-Local		6	30	1		6							
203.474 Traffic-Local		1											
203.478 Snow/Ice-Local													
203.482 Local-Admin													
226.528 Wast Collect													
226.530 Woodchipping					22								
590.540 Water System		2											
590.542 Water-Read/Bill													
591.536 Sewer System													
591.537 Sewer Lift Stat													
Total	0	13	49	9	22	11	0	0	0	0	0	0	32

May 2019	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
#5-16 2WD gas	790.0		41.0		
#7-15 4WD gas	672.0		20.0		
#3-08 P/U 4WD gas	680.0		49.5		
#10-18 P/U diesel	367.0		12.3		
#2-08 P/U 4WD gas	556.0		49.5		
#6-00 BACKHOE diesel					
#11 DUMP gas	159.0		18.6		
#12-02 DUMP diesel	30.0				34.0
#12-04 DUMP diesel	67.0				
#12-99 GENERATOR gas					
#17 CASE BACKHOE diesel					
#19 JD TRACTOR diesel					13.0
#06-99 BUCKET TRUCK gas					
#21 WOOD CHIPPER diesel					16.0
#807 STREET SWEEPER diesel	132.0				97.0
#42 ASPHALT HEATER diesel					
#37 TRAIL ARROW					
#10-15 GEN gas					
#5-18 KUBOTA (Hours)	135.0		4.8		
gas can					
TOTAL	3453.0		195.7		160.0

Enforcements By Category

06/03/19

ZONING

Enforcement Number	Address	Status	Filed	Closed
E19-021	4164 JENNIE LN	Closed	05/07/19	05/07/19
E19-025	3460 HERITAGE BLVD	No Violation	05/14/19	05/16/19
Total Entries: 2				

BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E19-017	5138 MORRISH RD	Closed	05/01/19	05/21/19
E19-020	5331 GREENLEAF DR	Violation	05/07/19	
E19-022	5019 HAYES ST	Violation	05/08/19	
E19-026	5192 WORCHESTER DR	Violation	05/15/19	
E19-035	7147 BRISTOL RD	Violation	05/23/19	
Total Entries: 5				

BUILDING VIOLATIONS

Enforcement Number	Address	Status	Filed	Closed
E19-042	7512 GROVE ST	Violation	05/30/19	
Total Entries: 1				

WEED COMPLAINT

Enforcement Number	Address	Status	Filed	Closed
E19-019	5366 WINSHALL DR	Inspection Pending	05/06/19	
E19-023	5329 OAKVIEW DR	Cancelled	05/13/19	05/30/19
E19-024	5019 HAYES ST	Complete	05/13/19	05/30/19
E19-027	7049 MILLER RD	Closed	05/17/19	05/30/19
E19-028	7041 MILLER RD	Complete	05/17/19	05/30/19
E19-029	City Council Packet 7029 MILLER RD	Complete	05/17/19	05/30/19

Enforcements By Category

06/03/19

E19-030	7025 MILLER RD	Complete	05/17/19	05/30/19
E19-031	7512 GROVE ST	Complete	05/20/19	05/21/19
E19-032	5016 MC LAIN ST	Complete	05/20/19	05/30/19
E19-034	9027 MILLER RD	Complete	05/23/19	05/28/19
E19-036	8603 MILLER RD	Complete	05/23/19	05/31/19
E19-037	MORRISH RD	Complete	05/24/19	05/31/19
E19-038	8353 MILLER RD	Closed	05/24/19	05/30/19
E19-039	4400 MORRISH RD	Closed	05/24/19	05/30/19
E19-040	8012 MAPLE ST	Cancelled	05/28/19	05/30/19
E19-041	5031 FIRST ST	Cancelled	05/29/19	05/30/19

Total Entries: 16

Total Records: 24

Population: All Records

Enforcement.DateFiled Between 5/1/2019 12:00:00 AM AND 5/31/2019 11:59:00 AM

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
8109 CRAPO ST	58-02-530-046	Status	05/01/2019	05/01/2019	No Change
5138 MORRISH RD	58-02-200-021	Ordinance	05/01/2019	05/01/2019	Violation(s)
5283 DURWOOD DR	58-03-533-172	Final	05/02/2019	05/02/2019	Approved
7168 PARK RIDGE PKWY	58-36-529-006	Final	05/02/2019	05/02/2019	Approved
8138 MILLER RD	58-35-576-057	Insulation	05/02/2019	05/02/2019	Approved
81 HAMILTON ST	58-35-776-081	Final	05/02/2019	05/02/2019	Approved
81 HAMILTON ST	58-35-776-081	Final	05/02/2019	05/02/2019	Approved
105 ASHLEY CIR	58-35-776-105	Final	05/02/2019	05/02/2019	Approved
105 ASHLEY CIR	58-35-776-105	Final	05/02/2019	05/02/2019	Approved
123 ASHLEY CIR	58-35-776-123	Final	05/02/2019	05/02/2019	Approved
123 ASHLEY CIR	58-35-776-123	Final	05/02/2019	05/02/2019	Approved
125 ASHLEY CIR	58-35-776-125	Final	05/02/2019	05/02/2019	Approved
125 ASHLEY CIR	58-35-776-125	Final	05/02/2019	05/02/2019	Approved
158 BROOKFIELD	58-35-776-158	Final	05/02/2019	05/02/2019	Approved
158 BROOKFIELD	58-35-776-158	Final	05/02/2019	05/02/2019	Approved
163 BROOKFIELD	58-35-776-163	Final	05/02/2019	05/02/2019	Approved
163 BROOKFIELD	58-35-776-163	Final	05/02/2019	05/02/2019	Approved
5366 WINSHALL DR	58-02-553-001	Ordinance	05/06/2019		
4252 LINDSEY DR	58-36-676-073	Post Hole	05/06/2019	05/06/2019	Approved
4278 MORRISH RD	58-35-576-019	Status	05/06/2019	05/06/2019	Complied
7317 BRISTOL RD	58-36-100-006	Status	05/07/2019	05/07/2019	Partially Comple
9267 JILL MARIE LN	58-03-534-016	Final	05/07/2019	05/07/2019	Approved
9267 JILL MARIE LN	58-03-534-016	Final	05/07/2019	05/07/2019	Approved
5331 GREENLEAF DR	58-03-533-099	Ordinance	05/07/2019	05/07/2019	Violation(s)
4164 JENNIE LN	58-36-526-017	Site Inspection	05/07/2019	05/07/2019	No Violation
7029 MILLER RD	58-36-577-008	Status	05/08/2019	05/08/2019	No Change
7041 MILLER RD	58-36-577-010	Status	05/08/2019	05/08/2019	No Change
5138 MORRISH RD	58-02-200-021	Status	05/08/2019	05/08/2019	Partially Comple
5206 WINSHALL DR	58-02-553-024	Post Hole	05/08/2019	05/08/2019	Approved
5019 HAYES ST	58-02-529-006	Ordinance	05/08/2019	05/08/2019	Violation(s)
58 ASHLEY CIR	58-35-776-058	Final	05/09/2019	05/09/2019	Approved
8051 MAPLE ST	58-02-530-013	Final	05/09/2019	05/09/2019	Approved
8023 BRISTOL RD	58-35-200-014	Final	05/09/2019	05/09/2019	Approved
6310 CONCORD DR	58-30-651-073	Final	05/09/2019	05/09/2019	Approved
5351 WORCHESTER DR	58-03-578-013	Status	05/13/2019	05/15/2019	Partially Comple
4252 LINDSEY DR	58-36-676-073	Framing	05/13/2019	05/13/2019	Approved

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
7563 CHURCH ST	58-36-551-015	Status	05/14/2019	05/15/2019	Partially Compliant
3317 ELMS RD	58-30-551-013	Status	05/14/2019	05/15/2019	Partially Compliant
5192 WORCHESTER DR	58-02-502-009	Ordinance	05/15/2019	05/15/2019	Violation(s)
5368 DURWOOD DR	58-03-533-117	Follow Up	05/15/2019	05/15/2019	Complied
5141 DAVAL DR	58-02-501-007	Initial	05/15/2019	05/15/2019	Violation(s)
3460 HERITAGE BLVD	58-30-651-031	Ordinance	05/16/2019	05/16/2019	No Violation
7041 MILLER RD	58-36-577-010	Ordinance	05/17/2019		
7049 MILLER RD	58-36-577-011	Ordinance	05/17/2019		
7029 MILLER RD	58-36-577-008	Ordinance	05/17/2019		
7025 MILLER RD	58-36-577-006	Ordinance	05/17/2019		
5143 HELMSLEY DR	58-03-532-011	Status	05/20/2019	05/21/2019	Not Complied
5192 WORCHESTER DR	58-02-502-009	Status	05/20/2019	05/20/2019	Partially Compliant
3317 ELMS RD	58-30-551-013	Status	05/20/2019	05/20/2019	Partially Compliant
7512 GROVE ST	58-01-100-019	Site Inspection	05/20/2019		
5138 MORRISH RD	58-02-200-021	Status	05/21/2019	05/21/2019	Complied
5019 HAYES ST	58-02-529-006	Status	05/21/2019	05/21/2019	No Change
5220 MORRISH RD	58-02-200-030	Open Hole	05/22/2019	05/22/2019	Approved
9027 MILLER RD	58-03-530-002	Site Inspection	05/23/2019		
8603 MILLER RD	58-02-100-009	Ordinance	05/23/2019		
5206 WINSHALL DR	58-02-553-024	Final	05/23/2019	05/23/2019	Approved
4268 LINDSEY DR	58-36-676-070	Rough	05/23/2019	05/23/2019	Approved
3269 HERITAGE BLVD	58-30-651-096	Brick Flashing	05/23/2019	05/23/2019	Approved
4268 LINDSEY DR	58-36-676-070	Brick Flashing	05/23/2019	05/23/2019	Approved
6141 MILLER RD	58-31-527-007	Open Roof	05/23/2019	05/23/2019	Approved
MORRISH RD	58-35-576-017	Ordinance	05/24/2019		
8353 MILLER RD	58-02-504-006	Ordinance	05/24/2019		
4400 MORRISH RD	58-35-576-006	Ordinance	05/24/2019		
8012 MAPLE ST	58-02-530-045	Ordinance	05/28/2019		
4344 MORRISH RD	58-35-576-013	Final	05/28/2019	05/28/2019	Approved
5220 MORRISH RD	58-02-200-030	Final	05/28/2019	05/28/2019	Approved
5351 WORCHESTER DR	58-03-578-013	Status	05/29/2019	05/30/2019	Partially Compliant
7147 BRISTOL RD	58-36-200-024	Site Inspection	05/29/2019	05/30/2019	Violation(s)
3432 HERITAGE BLVD	58-30-651-062	Final Zoning	05/29/2019	05/29/2019	Approved
3431 HERITAGE BLVD	58-30-651-061	Reinspection	05/29/2019	05/29/2019	Complied
5212 WINSHALL DR	58-02-553-023	Initial	05/29/2019	05/29/2019	Violation(s)
5031 FIRST ST	58-01-502-039	Site Inspection	05/29/2019		

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
5260 BIRCHCREST DR	58-03-531-047	Final	05/29/2019	05/29/2019	Approved
163 BROOKFIELD	58-35-776-163	Final	05/29/2019	05/29/2019	Disapproved
158 BROOKFIELD	58-35-776-158	Final	05/29/2019	05/29/2019	Disapproved
123 ASHLEY CIR	58-35-776-123	Final	05/29/2019	05/29/2019	Disapproved
105 ASHLEY CIR	58-35-776-105	Final	05/29/2019	05/29/2019	Disapproved
81 HAMILTON ST	58-35-776-081	Final	05/29/2019	05/29/2019	Disapproved
7512 GROVE ST	58-01-100-019	Ordinance	05/30/2019	05/30/2019	Violation(s)
5260 BIRCHCREST DR	58-03-531-047	Final	05/30/2019	05/30/2019	Approved
5260 BIRCHCREST DR	58-03-531-047	Final	05/30/2019	05/30/2019	Approved
5260 BIRCHCREST DR	58-03-531-047	Final	05/30/2019	05/30/2019	Approved

Inspections: 82

Population: All Records

Inspection.DateTimeScheduled Between 5/1/2019 12:00:00 AM AND 5/31/2019 11:59:59 PM

City of Swartz Creek

Building Permit List

2019

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction	
Building								
PB1900026	05/03/19	Creative Wood Products LLC	(810) 629 8818	58-02-553-024	\$4,032	\$165.00 5206 WINSHALL DR	48473-Res Deck	
PB1900027	05/14/19	Egress Solutions Inc	(248) 628 7550	58-02-501-100	\$4,600	\$115.00 5159 OAKVIEW DR	48473-Res Add/Alter/Repair	
PB1900028	05/15/19	Centimark Roofing Corp.	(734) 641 7036	58-35-576-031	\$36,792	\$295.00 4459 FORTINO DR	48473-Roofing	
PB1900030	05/15/19	MC LEAN, OSCAR C & MAR		58-03-532-016	\$0	\$100.00 5183 HELMSLEY DR	48473-Roofing	
PB1900031	05/15/19	RBF Construction Inc	(810) 938 8498	58-02-200-030	\$0	\$0.00 5220 MORRISH RD	48473-Demolish Structure	
PB1900032	05/16/19	TORPEY, KACEY & TORPEY		58-02-503-030	\$0	\$100.00 8396 CAPPY LN	48473-Roofing	
PB1900033	05/16/19	Lockhart Roofing Co.	(810) 235 9866	58-03-532-022	\$7,404	\$100.00 5178 DAVAL DR	48473-Roofing	
PB1900034	05/21/19	Goods Roofing, Inc	(810) 653 7663	58-03-532-009	\$9,747	\$100.00 5148 HELMSLEY DR	48473-Roofing	
PB1900035	05/22/19	SMART, BRENT & MOFFIT-I		58-31-527-007	\$0	\$100.00 6141 MILLER RD	48473 Roofing	
PB1900037	05/28/19	Foundation Systems of Michiga	(734) 838 3895	58-30-651-082	\$4,114	\$115.00 3340 HERITAGE BLVD	48473-Res Add/Alter/Repair	
Total:		10 Permits	Value: \$66,689		Fee Total: \$1,190.00		Total Number of Dwelling Units	0

Electrical								
PE1900020	05/17/19	Energy Electric	(248) 866 8828	58-03-530-001	\$0	\$136.00 9041 MILLER RD	48473-Electrical	
PE1900022	05/06/19	Conti Corporation	(586) 274 4800	58-35-576-031	\$0	\$428.00 4459 FORTINO DR	48473-Electrical	
PE1900024	05/28/19	LJ Electric LLC	(810) 644 7769	58-36-676-073	\$0	\$134.00 4252 LINDSEY DR	48473 Electrical	
PE1900025	05/28/19	LJ Electric LLC	(810) 644 7769	58-36-651-082	\$0	\$134.00 4411 SPRINGBROOK DR	48473-Electrical	
Total:		4 Permits	Value: \$0		Fee Total: \$832.00		Total Number of Dwelling Units	0

Mechanical							
PM1900039	05/13/19	Davison Heating & Cooling LL	(810) 658 8484	58-03-533-088	\$0	\$160.00 5247 GREENLEAF DR	48473-Mechanical

City of Swartz Creek

Building Permit List

2019

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
PM190040	05/28/19	Goyette Mechanical	(810) 742 8530	58-35-776-037	\$0	\$160.00 37 SOMERSET ST	48473-Mechanical
PM190041	05/28/19	Goyette Mechanical	(810) 742 8530	58-36-651-010	\$0	\$190.00 4470 COLONY CT	48473-Mechanical
PM190042	05/28/19	LJ Electric LLC	(810) 644 7769	58-36-676-073	\$0	\$165.00 4252 LINDSEY DR	48473 Mechanical
PM190043	05/28/19	LJ Electric LLC	(810) 644 7769	58-36-651-082	\$0	\$165.00 4411 SPRINGBROOK DR	48473-Mechanical
Total:		5 Permits	Value: \$0		Fee Total: \$840.00		Total Number of Dwelling Units 0

Right of Way

PROW-0131	05/08/19	CONSUMERS ENERGY COR		58-36-676-063	\$0	\$100.00 7165 RUSSELL DR	48473 Right of way
PROW-0132	05/20/19	J.W. Morgan Construction	(810) 635 9228	58-03-531-114	\$0	\$100.00 5250 BIRCHCREST DR	48473-Right of way
Total:		2 Permits	Value: \$0		Fee Total: \$200.00		Total Number of Dwelling Units 0

Zoning

PZ19-0006	05/02/19	WINELAND, BILLY G & BRE		58-36-551-007	\$2,075	\$25.00 7553 MASON ST	48473-Shed
PZ19-0007	05/17/19	I Signs & Designs	(586) 759 5706	58-03-530-001	\$0	\$85.00 9041 MILLER RD	48473-Sign
PZ19-0008	05/15/19	ROOT, ROBERT & KAREN		58-03-534-012	\$2,800	\$25.00 9235 JILL MARIE LN	48473-Fence
PZ19-0009	05/09/19	Signs By Crannie	(810) 487 0000	58-35-576-057	\$6,000	\$125.00 8138 MILLER RD	48473-Sign
PZ19-0010	05/29/19	Sign A Rama	(810) 230 6445	58-03-200-007	\$15,000	\$180.00 9237 MILLER RD	48473-Sign
PZ19-0012	05/28/19	TWA Construction	(989) 288 0821	58-36-527-005	\$3,200	\$25.00 4186 SILVER MAPLE LN	48473-Fence
Total:		6 Permits	Value: \$29,075		Fee Total: \$465.00		Total Number of Dwelling Units 0

City of Swartz Creek Building Permit List 2019

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
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Permit Total: 27

Value: \$95,764

Fee Total: \$3,527.00

Permit.DateIssued Between 5/1/2019 12:00:00
AM AND 5/31/2019 11:59:59 PM

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF PLANNING COMMISSION MEETING
June 4, 2019**

Meeting called to order at 7:01 p.m. by Commissioner Stephens.

Pledge of Allegiance.

ROLL CALL:

Commissioners present: Binder, Henry, Novak, Grimes, Krueger, Farmer, Ridley, Stephens.

Commissioners absent: Culinski.

Staff present: Adam Zettel, City Manager.

Others present: Bob Plumb, Rae Lynn Hicks, Al Jory & Brett Jory RBF Construction.

APPROVAL OF AGENDA:

Resolution No. 190604-01 **(Carried)**

Motion by Commissioner Krueger support by Commissioner Novak, the Swartz Creek Planning Commission approves the agenda for the June 4, 2019 Planning Commission meeting.

Unanimous Voice Vote
Motion Declared Carried

APPROVAL OF MINUTES:

Resolution No. 190604-02 **(Carried)**

Motion by Commissioner Krueger support by Commissioner Binder the Swartz Creek Planning Commission approves the minutes for the May 7, 2019 Planning Commission meeting.

Unanimous Voice Vote
Motion Declared Carried

MEETING OPENED TO THE PUBLIC:

None.

BUSINESS:

Zoning Updates

Discussion

Adam Zettel, City Manager, we are continuing on the process of RRC initiative. We had an audit of Zoning Ordinance, which we have made some initial changes last fall and additional subsequent changes. We spent a lot of time and made a lot of changes over the last 4 or 5 meetings which included a public hearing. He is hoping that we get a recommendation tonight to proceed to the city council.

Kelly McIntyre, CIB Planning, packet presented tonight has some changes. One change is an addition made to conditional land uses chapter. We have included a number of conditional land uses with criteria. She also proposes an amendment to the CBD District to allow townhomes with the exception of Miller Road.

Mr. Zettel commented on a few changes needed and recommended.

Public Hearing

Open 7:14 p.m.

Rae Lynn Hicks, 8373 Miller Road, she commented on a car wash / auto repair parking issues.

Kelly McIntyre, she would make sure that an auto wash and an auto service shops would be separated. Auto Servicing should be in GBD. Auto Wash could be a conditional use in CBD with criteria on certain number on stacking.

Closed 7:15 p.m.

Mr. Zettel has proposed changes:

Multifamily and automobile washes can be permitted in CBD off Miller Road.
Auto servicing will not be permitted in CBD.
No Marihuana growing or testing.

Resolution No. 190604-02

(Carried)

Motion by Commissioner Krueger support by Commissioner Farmer the Swartz Creek Planning Commission recommends approval of zoning ordinance changes as amended to City Council for adoption.

Yes: Novak, Grimes, Krueger, Farmer, Ridley, Stephens, Binder, Henry.
No: None. Motion Carried.

Brewer Condominium Townhome Site Plan

Discussion

Mr. Zettel, City Manager updated the board on the vision of the DDA with this property and how this project transpired.

Brett Jory, RBF Construction, spoke of his professional and personal background. He gave the history of the Brewer name of the condos. He commented on the changes previous requested.

Rae Lynn Hicks, 8373 Miller Road, commented on available parking during the construction, responsibility of risks during the construction and timeline of construction phases.

Resolution No. 190604-03

(Carried)

Motion by Planning Commission Member Krueger
Second by Planning Commission Member Novak

WHEREAS, the city received a proposal to construct 15 condominium townhomes on two parcels of land zoned CBD, those parcels being 58-35-576-001, 002, and;

WHEREAS, the project is a permitted use within the CBD and requires a full site plan review, and;

WHEREAS, the planning commission, in reviewing the application materials and review criteria in Zoning Ordinance Sections 8, 18, 20, & 26-29, among other sections, finds the proposed site plan meets the intent of the zoning ordinance, and;

WHEREAS, the planning commission finds that the site plan meets all other general and specific standards applicable if the following conditions are met:

1. Transfer of the property, less the fire pit, to the developer conditioned upon filing of a final master deed

NOW, BE IT RESOLVED that the Swartz Creek Planning Commission hereby recommends approval of the site plan and preliminary condominium master deed, included in the June 4, 2019 packet, to the city council, subject to the conditions in this resolution.

Yes: Grimes, Krueger, Farmer, Ridley, Stephens, Binder, Henry, Novak.
No: None. Motion Carried.

Meeting Open to Public:

None.

Remarks By Planning Commission:

Commissioner Binder we need to get with the chamber and see if we can get a booklet for Swartz Creek.

Commissioner Ridley commented on how much she likes the new ordinance. She can't wait to see the townhomes.

Commissioner Krueger commented on how the county is using pictures of our new roads in the city. He notices the homes on the new streets are really showing great pride of their homes and making things beautiful.

Commissioner Farmer does like the idea of working with the chamber and putting together a resource book for the city.

Commissioner Grimes said he likes the townhomes and start digging.

Adjourn

Resolution No. 190607-04

(Carried)

Motion by Planning Commission Member Farmer
Second by Planning Commission Member Grimes

I Move the Swartz Creek Planning Commission adjourns the May 7, 2019 Planning Commission meeting.

Unanimous Voice Vote
Motion Declared Carried

Meeting adjourned at 8:40 p.m.

Jentery Farmer,
Secretary

APPLICATION FOR SITE PLAN REVIEW

City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473
810-635-4464

Date: 04 / 04 / 2019

File No: _____

Fee Received: _____ Receipt No: _____

NOTICE TO APPLICANT:

Regular meetings of the Swartz Creek Planning commission are held on the first Tuesday of each month at 7:00 PM, at the City Hall, 8083 Civic Dr. Application for site plan review shall be filed at least thirty (30) days before the scheduled meeting date.

Applicant should be familiar with all aspects of the City's Zoning Appendix A pertinent to the site plan application, including but not limited to: the appropriate level of site plan review, the site plan process, review standards, performance guarantees, use restrictions, landscaping, parking, design standards, fees, and enforcement.

TO THE PLANNING COMMISSION:

I, (We), the undersigned, do hereby respectfully make application and petition the Planning Commission to recommend approval of the attached site plan as hereinafter requested, and in support of this application, the following facts are shown.

Furthermore, I (We) have attached proof of ownership, information regarding the number of peak employees anticipated to accompany the site plan uses, and the names, addresses, and telephone/fax numbers of any and all engineers, attorneys, architects, and other professionals associated with this project.

The property is located and described, as follows:

Assessment Roll Description No. 58- 35 - 576 - 001,

Address: _____

Other description: Fortino Dr vacant property

It has a frontage of: 64 x2 feet and a depth of: 630 feet. Total acreage is: 1.85

PRESENT ZONING: CBD - Central Business District

If the property is in acreage, and is not therefore a part of a recorded plat: The subject property is located and described as follows: (indicate total acreage also).

Assessment Roll Description No. 58- 35 - 576 - 001,

1.85 Acres

SITE PLAN APPLICANT INFORMATION:

Name: RBF Holdings, LLC

Address: 4140 Morrish Rd

Phone Number: 810.516.4405

SUBJECT PROPERTY IS OWNED BY:

Name: City of Swartz Creek

Address: 8083 Civic Drive Swartz Creek, MI 48473

Phone Number: 810-635-4464

It is proposed that the property will be put to the following use:

Residential condominium

It is proposed that the following building(s) will be constructed (note gross sq. ft of each): 15 residential units at 1,713 and 1,637 sqft each (5,063 per triplex)

Brett A. Jory

Signature of Applicant

Phone Number: 810.516.4405

Brett A. Jory

Signature of Owner

Phone Number: _____

Section 29.04 -- CRITERIA FOR FULL SITE PLAN REVIEW

- A. The Planning Commission (and City Council) shall review the site plan to insure that it complies with all of the criteria below:
- a) The proposed use will not be injurious to the surrounding neighborhood.
 - b) The location of buildings, outside storage receptacles, parking areas, fences or obscuring walls, and utility areas will minimize adverse effects of the proposed use for the occupants of that property and the tenants, owners, and occupants of surrounding properties.
 - c) There is a proper relationship between major thoroughfares and proposed service drives, driveways, and parking areas to encourage the safety and convenience of pedestrian and vehicular traffic. The site plan includes the minimum number of driveways required to provide reasonable access. Driveways are spaced as far apart from intersections and other driveways as practical to reduce accident and congestion potential. Sharing with adjacent uses is encouraged. The Planning Commission may require a Traffic Impact Study.
 - d) The site plan provides for proper development of roads, easements, and public utilities and protects the general health, safety, and welfare of the City and its residents.
 - e) Building architecture, materials, roof line, colors, windows and similar elements shall be consistent with the majority of other buildings in the City, as determined by the Planning Commission. Brick construction or brick trim, varying facade depths and peaked roofs, is encouraged. Stark white or bold colors and reflective glass are discouraged. The intent of this standard is to provide a harmonious, unified community to help create a sense of place and contribute to the image and quality of life in the City.
 - f) The proposed site plan complies with all City codes and ordinances. Site plans for Mobile Home Park Districts shall comply with the preliminary plan requirements established in the Michigan Mobile Home Commission Acts.

Section 29.05 -- SITE PLAN REVIEW PROCESS

The City Clerk shall refer the site plans to the City Planning Commission for processing. After considering all information, the Planning Commission shall forward its recommendations of the site plans and all other pertinent data to the City Council. The City Council shall then make its determination of approval, approval with conditions, denial. Upon approval of the site plans by the City Council, an application for a building permit shall be made by the petitioner in accordance with provisions of Article 21 of this Ordinance.

- A. Upon approval of a site plan by City Council, construction consistent with said site plan shall be commenced within one year of the date said site plan was approved. In the event construction is not so commenced said site plan approval shall become void and of no force and effect.
- B. Upon a site plan approval becoming void pursuant to the provisions hereof no construction may commence upon said site unless and until the site plan approval process has been reinstated and completed. In such event all applicable fees shall be paid.
 - 1. The applicant shall submit the required number of copies of an application for site plan approval, site plans, and other information where applicable. The number of copies required will be determined by the Zoning Administrator. The applicant or the applicant's representative must be present at the scheduled reviews or the matter will be tabled.
 - 2. If the site plan is in order and contains the required information, the site plan shall be placed on the agenda of a regular or special Planning Commission meeting.
 - 3. The Planning Commission shall make a recommendation on the site plan and Special Land Uses, with the final action by the City Council.
 - 4. The Planning Commission shall take action no sooner than fourteen (14) days and within seventy (70) days of the meeting at which the application first appeared on the agenda.
 - 5. The Planning Commission, as a condition of its approval of a site plan, may require reasonable modifications relating to: the location, height, number of stories, and size of dwellings, buildings, and other structures; the area of the yards, courts, and other open spaces; and the sanitary, safety, and protective measures which shall be required for such dwellings, buildings, and structures; and any other changes to meet the standards and intent of this Zoning Ordinance and other Ordinances, laws and regulations.
 - 6. For any approval with condition(s), the applicant shall submit a revised plan within sixty (60) days illustrating compliance with all conditions for approval by the Zoning Administrator. No permits shall be issued until such revised plan is submitted and approved.
 - 7. The applicant shall be responsible for the cost of preparing all site plan submittal information and for the evaluation of the site plan and related documents by consultants selected by the City.

Section 29.06 -- APPLICATION FOR FULL SITE PLAN REVIEW

The detailed site plan presented for consideration shall contain all information required in this Ordinance.

1. Application Form

An application form provided by the City and required fee established by resolution of the City Council, shall include the following:

- a) Applicant's name, address and telephone/fax number(s).
- b) Name and address of property owner, if different from applicant.
- c) Common description of property and complete legal description including the Tax Identification number.
- d) Dimensions of land and total acreage.
- e) Existing zoning.
- f) Proposed use of land and name of proposed development, if applicable.
- g) Proposed buildings to be constructed, including square feet of gross floor area.
- h) Proof of property ownership.
- i) Anticipated number of employees at peak shift.
- j) Names, addresses, and telephone/fax number(s) of engineers, attorneys, architects, and other professionals associated with the project.

2. Site Plan Drawings and Illustrations (Fully Dimensioned):

Site plans shall contain all of the required data prior to approval of such plans by the City. Site plans shall consist of an overall plan for the entire development. Sheet size shall be at least 24" x 36", with the plan view drawn to a scale of 1" = 50' for property less than three (3) acres or 1" = 100' for property of three (3) or more acres.

3. Descriptive and Identification Data

The following descriptive and identification information shall be included on all site plans:

- a) Applicant's name, address and telephone/fax number(s).
- b) Title block indicating the name of the development.
- c) Scale.

- d) Northpoint.
- e) Dates of submission and revisions (month, day, year).
- f) Location map drawn to scale with northpoint.
- g) Legal and common description of property.
- h) The dimensions of all lots and property lines, showing the relationship of the site to abutting properties. If the site is a part of a larger parcel, the plan should indicate the boundaries of total land holding.
- i) A schedule for completing the project, including the phasing or timing of all proposed developments.
- j) Identification and seal of architect, engineer, land surveyor, or landscape architect who prepared plan.
- k) Written description of proposed land use.
- l) Zoning classification of applicant's parcel and all abutting parcels.
- m) Proximity to driveways serving adjacent parcels.
- n) Proximity to section corner and major thoroughfares.
- o) Notation of any variances which have or must be secured.
- p) Net acreage (minus rights-of-way) and total acreage, to the nearest 1/10 acre.

4. **Site Data**

- a) Existing lot lines, building lines, structures, parking areas, and other improvements on the site and within 100 feet of the site.
- b) Front, side, and rear setback dimensions.
- c) Topography on the site and within 100 feet of the site at two foot contour intervals, referenced to a U.S.G.S. benchmark.
- d) Proposed site plan features, including buildings, roadway widths and names, and parking areas.
- e) Dimensions and centerlines of existing and proposed roads and road rights-of-way.

- f) Acceleration, deceleration, and passing lanes, where required.
- g) The proposed location and design of driveways providing vehicular ingress to and egress from the site, in relation to the street giving access to the site.
- h) The traffic circulation features and location of automobile parking areas within the site. The site plan should demonstrate features or improvements that will assure:
 - (1) Safety and convenience of both vehicular and pedestrian traffic both within the site and in relation to access streets.
 - (2) Satisfactory and harmonious relationship between the development on the site and the existing and prospective development of contiguous land and adjacent neighborhoods.
- i) Typical cross-section of proposed roads and driveways.
- j) Location of existing drainage courses, floodplains, lakes and streams, with elevations.
- k) Location and dimensions of wetland areas. If deemed necessary because of site or soil conditions or because of the scope of the project, a detailed hydrology study may be required.
- l) Location of sidewalks within the site and within the right-of-way.
- m) Exterior lighting locations and method of shielding lights to prevent off site glare.
- n) Trash receptacle locations and method of screening, if applicable.
- o) Transformer pad location and method of screening, if applicable.
- p) Parking spaces, typical dimensions of spaces, indication of total number of spaces, drives, and method of surfacing involving state and federal barrier-free requirements.
- q) Information needed to calculate required parking in accordance with Zoning Ordinance standards.
- r) The location of lawns and landscaped areas, including required landscaped greenbelts.
- s) Landscape plan, including location, size, type and quantity of proposed shrubs, trees and other live plant material.

- t) Location, sizes, and types of existing trees five (5) inches or greater in diameter, measured at one (1) foot off the ground, before and after proposed development.
- u) Cross-section of proposed berms.
- v) Location and description of all easements for public right-of-way, utilities, access, shared access, and drainage.
- w) Designation of fire lanes.
- x) Loading/unloading area.
- y) The location of any outdoor storage of materials and the manner by which it will be screened.

5. Building and Structure Details

- a) Location, height, and outside dimensions of all proposed buildings or structures.
- b) Indication of the number of stores and number of commercial or office units contained in the building.
- c) Building floor plans.
- d) Total floor area (gross floor area and usable floor area).
- e) Location, size, height, and lighting of all proposed signs.
- f) Proposed fences and walls, including typical cross-section and height above the ground on both sides.
- g) Building facade elevations, drawn to a scale of one (1) inch equals four (4) feet, or another scale approved by the Zoning Administrator and adequate to determine compliance with the requirements of this Ordinance. Elevations of proposed buildings shall indicate type of building materials, proposed colors, roof design, projections, canopies, awnings and overhangs, screen walls and accessory buildings, and any outdoor or roof-located mechanical equipment, such as air conditioning units, heating units, and transformers.
- h) Samples of building materials and colors are required for review and approval by the Planning Commission.



Adam Zettel

City Manager

810.287.2147

azettel@cityofswartzcreek.org

Date: May 31, 2019

Attention: Swartz Creek Planning Commission
Subject: **Brewer Townhome Site Plan/Condominium Review**
Tax ID No's: 58-35-576-001 & 58-35-576-002
Property Owner: City of Swartz Creek; Developer: RBF Construction, Inc.

Dear Chairman and Commissioners:

I have reviewed the above site plan submitted by RBF Construction to develop a fifteen condominium homes (five buildings of three units). The property is zoned Central Business District (CBD), which permits townhome housing as-of-right. The plan includes building structures, landscaping, private drive access, fencing/screening, drainage elements, and related features.

The plan for this project is submitted for site plan and condominium review and does not require any known variances. The site plan is composed of two separate submissions. The site plan editions and the building elevations are attached and included by reference.

The following constitutes the site plan review for the project.

1. CBD Standards.

Finding: In compliance

Staff finds that the proposed use meets the intent of the master plan, the Downtown Development Plan, and the CBD intent. As outlined in the intent section of the CBD, the first priority is to encourage innovative, neo-traditional residential/mixed-use developments. This district is intended to be dense, walkable, durable, and integrated into the public features of the street and neighborhood.

Note that this site is currently owned by the city and much effort has been put into planning for its use and contribution to the community. Efforts included public workshops and much deliberation by the downtown development authority. Quality, dense housing is a preferred option based upon the recommendation of a commissioned housing study performed by Anderson Economic Group. This option, after vetting and alteration by the DDA and RBF Construction, has resulted in the proposal.

8083 Civic Drive

Swartz Creek Michigan 48473

Phone: (810)-635-4464

Fax: (810)-635-2887

www.cityofswartzcreek.org

<ftp://cityofswartzcreek.org>

Townhouses are a permitted use in the CBD. Setbacks for standard ordinance requirements are met.

CBD Dimension Standards

CBD	Required	Proposed	Comments
Minimum lot area	0 ft.	2.3 acres, less fire pit	In compliance
Minimum lot width	0 ft.	128 ft.	In compliance
Minimum front yard setback	0 ft.	10 ft.	In compliance
Minimum side yard setback	0 ft. (a)	5 ft.+	In compliance
Minimum rear yard setback	0 ft. (a) (b)	69 ft.+	In compliance
Maximum lot coverage for all buildings	0%	~20%	In compliance
Maximum building height	4 stories; 50 ft.	2 story	In compliance

(a) No side yards are required along the interior side lot lines, except as otherwise specified in the building code. A four-foot high obscuring wall, fence, or greenbelt strip shall be provided on those sides of property abutting land zoned for residential.

(b) Loading space shall be provided in the rear calculated as five square feet per front foot of building.

2. Site Plan and Structures-Generally.

Finding: In compliance; amendment and conditions proposed

Much effort was put into designing a series of homes that had an appropriate scale, architectural style, and function. Access is off the side street only. Homes face both Morrish and Fortino Drive. The DDA and RBF felt it important to provide individual drives, garages, and waste collection. This eliminates many pitfalls of dense housing, including dumpsters, common parking areas, lighting, etc.

The site is showing one adjustment, which is the fire pit. The developer proposes to leave the noted section under ownership of the city. There is also a proposed transformer that will need to be slightly relocated to ensure the ability to add a left turn land to Morrish Road. Based upon the engineering review, a permanent easement may also be required for this purpose prior to final condominium document acceptance.

The architectural style was devised by professionals that specialize in infill developments. Based upon the historic styles and composition of housing in the community's past, it was decided that lapboard finishes are preferable to brick or other modern building materials (glass, metal, etc). The style, including porches, attempts to compliment the rural/historic nature of community homes, while adding a high degree of functionality and privacy.

Overall, the site attempts to accomplish the objectives of suppling quality density and integrating the project into the fabric of the street & neighborhood, without compromising on the small town feel.

3. Landscaping and screening.

Finding: Waiver recommended

A landscape plan has been submitted. Landscape features are pending review of the initial concept.

CBD/RM-1	Required	Proposed	Comments
Frontage Trees	One tree per 40 ft; 17 trees	9	Waiver Required
Unit Shrubs	Four per unit; 60 shrubs	74	In compliance
Additional shrubbery	None	18 screening plants	Substitute for canopy trees

A six foot screening fence (vinyl), in addition to shallow root pines, is proposed in accordance with the ordinance requirements.

4. Parking and Loading.

Finding: Not applicable

Parking is provided in adequate amounts by virtue of two-car garages and private drives.

5. Lighting.

Finding: Not applicable

Public lighting is provided for by the city. The site plan includes only building mounted lighting that complies with residential zoning and building codes.

6. Signs.

Finding: Not applicable

No signs are proposed.

7. Vehicular and Pedestrian Circulation.

Finding: In compliance

The site has sidewalks connecting all units. Vehicle circulation is by limited access off of Fortino Drive only. Space remains to widen Fortino Drive at Morrish to add a left turn lane in the future. This is not a part of this project, but is proposed for the Morrish Road resurfacing, which is federally funded. Note that the contractor is to supply a new single-access drive to the home immediately to the north.

8. Natural Features

Finding: In compliance

No significant natural features have been identified. Drainage plans indicate some surface and underground storage. The system shall require approval by the city engineer.

9. Condominium Documents

Finding: In compliance

The condominium documents have been initially reviewed by staff per Ordinance Section 18. No further comments or findings have been made at this time. Prior to final acceptance by the zoning administrator per the ordinance, the master deed and bylaws will be reviewed by the city attorney. The common area elements and other aspects appear adequate. If commissioners have more comments on this, we can go over them in more detail at the meeting.

Summary and Recommendation

This site is relatively straight forward, despite the innovative use. Due to the compact nature of the frontage, an alternate landscape plan is proposed. Otherwise, there are not any issues that need to be overcome. Note that engineering reviews for utilities and storm water shall follow per the city's engineer. The following findings have been tentatively made by staff (note that these are subject to changes and additions based upon future submissions):

Required Amendments

1. Relocate east-end transformer to ensure road expansion potential (left turn lane).
2. _____

Recommended Amendments

1. _____

Recommended Waivers

1. Modification of landscaping plan per section 28.07, to accommodate CBD setbacks (less canopy trees and more shrubs).
2. _____

With the conditions noted above, I recommend approval of the site plan. Please contact me directly if you have any comments or inquiries on the matter. I am happy to receive comments in person, in writing, over the phone, or via e-mail.

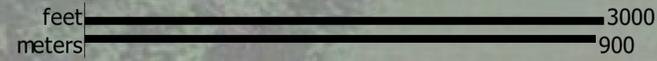
Sincerely,



Adam H. Zettel, AICP
City of Swartz Creek
810.287.2147

azettel@cityofswartzcreek.org

LOCATON MAP



LEGAL DESCRIPTION

LOT 2 AND 3, SUPERVISORS PLAT OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN.

NOTES

VERTICAL DATUM IS NAVD88
 HORIZONTAL DATUM IS MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD83 (2011)
 UNITS ARE INTERNATIONAL FEET.

BENCHMARK DATA TABLE

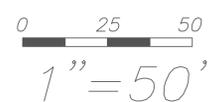
NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
BM 2	532280	13266133	805.16	SET CHISELED X IN THE NORTHEAST RIM OF TELEPHONE MANHOLE IN ASPHALT PARKING LOT ON EAST SIDE OF FIRE STATION

TRAVERSE POINT DATA TABLE

NUMBER	NORTHING	EASTING	DESCRIPTION
TP 1	532273.8060	13266191.3980	SET ROD WITH ROME TRAVERSE CAP 15± NORTH OF CENTERLINE OF SIDEWALK ON NORTH SIDE OF FORTINO STREET AND 13± EAST OF CENTERLINE OF ASPHALT PARKING LOT AT FIRE STATION

BASIS OF BEARING

BEARINGS ARE REFERENCED TO MICHIGAN STATE PLANE COORDINATE SYSTEM SOUTH ZONE (2011)



EXISTING SITE PLAN

RBF HOLDINGS LLC A "Rather Be Fishing" Company			PHONE 810.516.4405 FAX 810.630.9111 4140 MORRISH ROAD, SWARTZ CREEK MI, 48473
Scale: AS SHOWN	Date: 05-18-19	By: BAJ	Chkd: Sh. 1 of 4
Project: BREWER TOWN HOMES			June 10, 2019
NOTE: OWNER/ENGINEER ARE SAME ENTITY			Job No.: 19-001
NO.	REVISION	DATE	



SCHEDULE

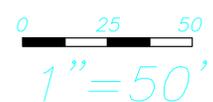
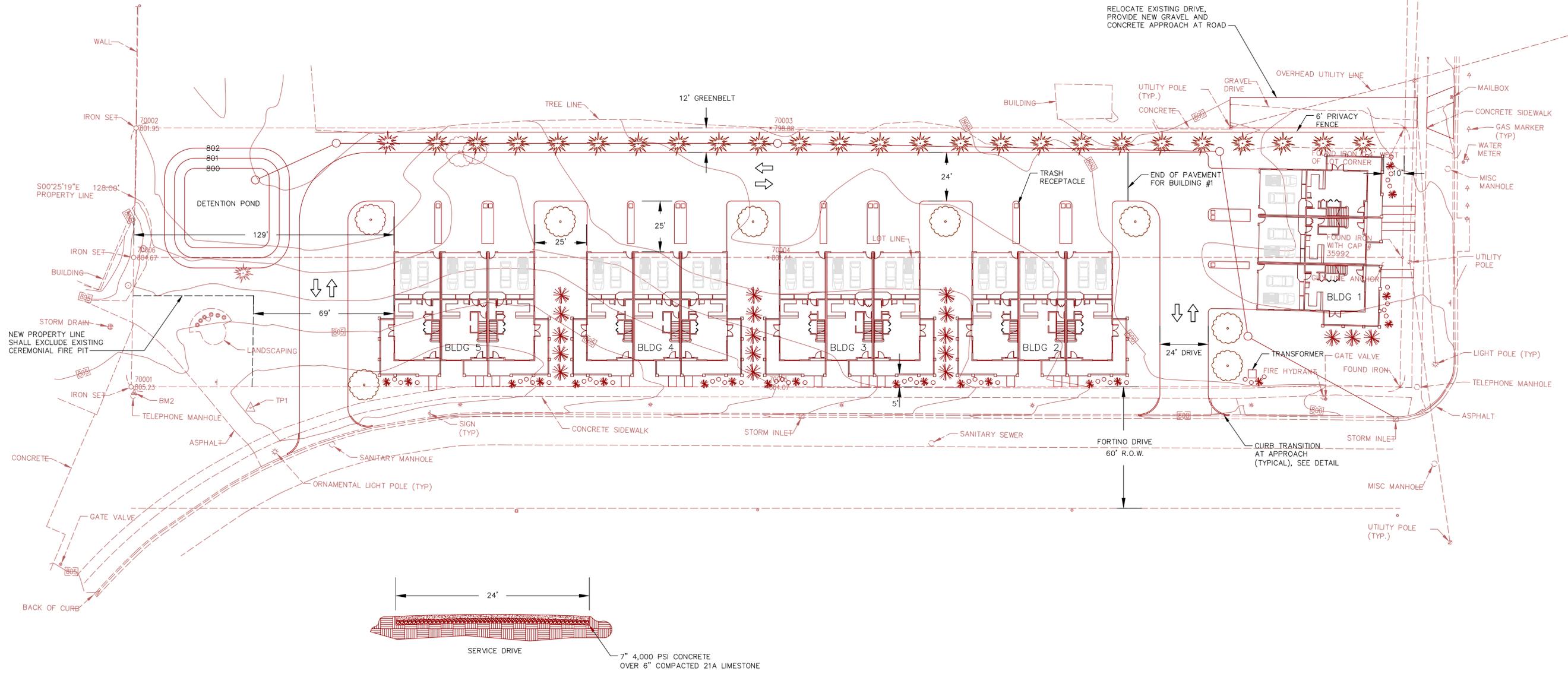
2019	
JUNE-JULY	PLAN APPROVALS
AUGUST	INSTALL STORM DETENTION AND PHASE 1 ENTRANCE
SEPTEMBER-DECEMBER	CONSTRUCT BUILDING #1
2020 AND BEYOND	
	CONSTRUCTION BUILDINGS #2-#5 AS DETERMINED BY DEMAND

PROPOSED LAND USE
 - BREWER TOWN HOMES CONDOMINIUM CONSISTING OF FIVE THREE UNIT RESIDENTIAL TOWNHOMES, COMMON SPACE AND BUILDING EXTERIOR TO BE MAINTAINED BY CONDOMINIUM ASSOCIATION.

SITE LIGHTING
 PROPOSED LIGHTING WILL BE BUILDING MOUNTED RESIDENTIAL STYLE PORCH AND GARAGE FIXTURES.

BUILDING SETBACKS

- FRONT 5 FT (0 REQUIRED)
- SIDE 25 FT (0 REQUIRED)
- REAR 60 FT (0 REQUIRED)



PROPOSED SITE PLAN

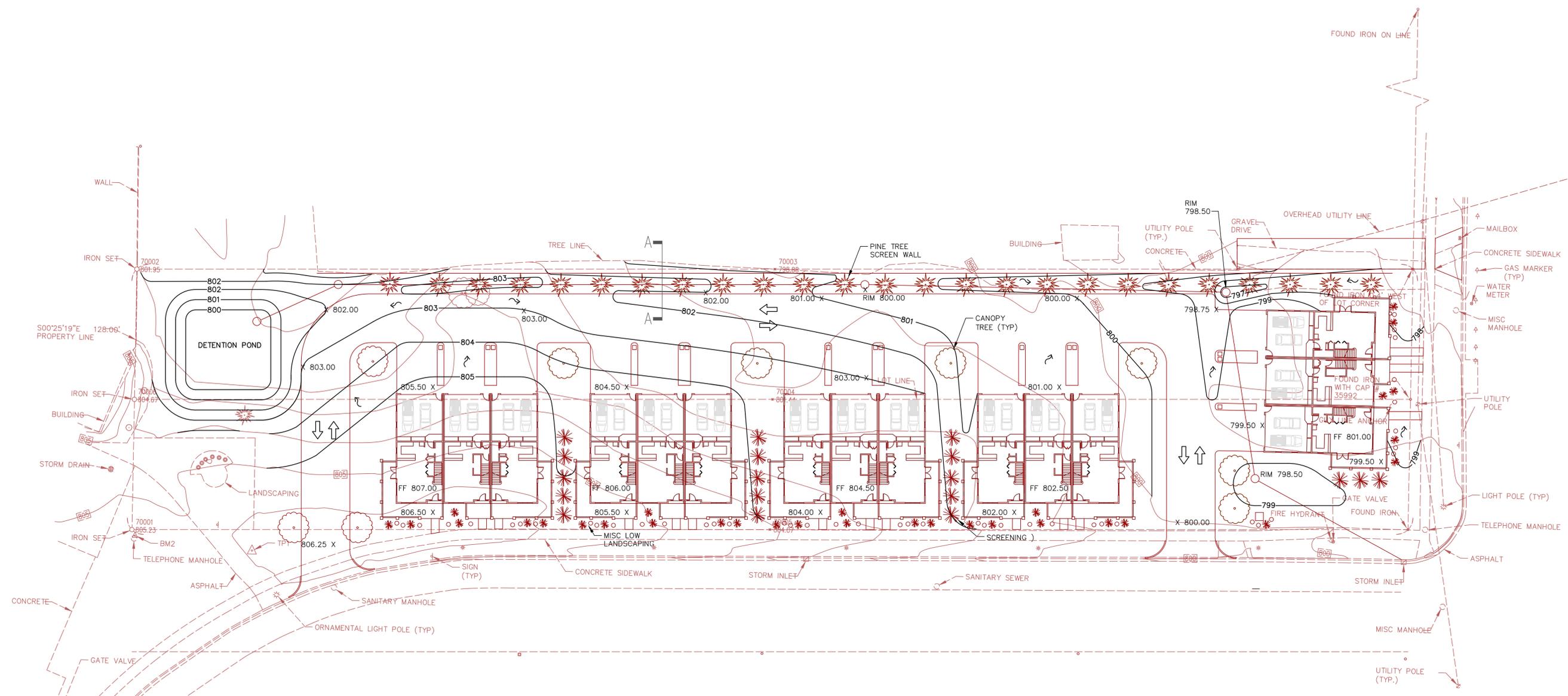
NO.	REVISION	DATE

RBF HOLDINGS LLC
 A "Rather Be Fishing" Company

Scale: AS SHOWN Date: 05-18-19 By: BAJ Chkd: Sh. 2 of 4
 Project: BREWER TOWN HOMES June 10, 2019
 NOTE: OWNER/ENGINEER ARE SAME ENTITY Job No.: 19-001

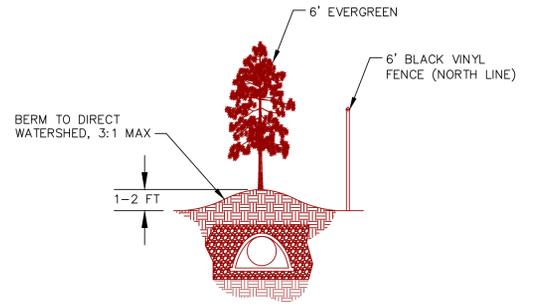
PHONE 810.516.4405
 FAX 810.630.9111
 4140 MORRISH ROAD,
 SWARTZ CREEK MI, 48473





LANDSCAPING KEY

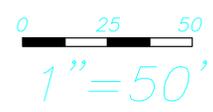
-  PINE/EVERGREEN
-  CANOPY TREE
-  SCREENING PLANT 6-15 FT
-  MISC. DECORATIVE LANDSCAPING UNDER 4 FT



TREE & BURM SECTION

LANDSCAPING NOTES:

1. ALL SHALLOW ROOT PINES SHOWN ALONG NORTH LINE TO BETTER FACILITATE UNDERGROUND STORAGE. MAXIMUM 15 FT SPACING.
2. 17 CANOPY TREES REQUIRED PER ORDINANCE (1 PER 40 LFT ROAD FRONTAGE), 9 SHOWN. DISTANCE BETWEEN TOWNHOUSE FRONT PORCH AND SIDEWALK DOES NOT FACILITATE A LARGE CANOPY.
3. 4 SHRUBS PER UNIT REQUIRED (60), 74 SHRUBS SHOWN WITH 18 ADDITIONAL SCREENING PLANTS SHOWN BETWEEN UNITS.



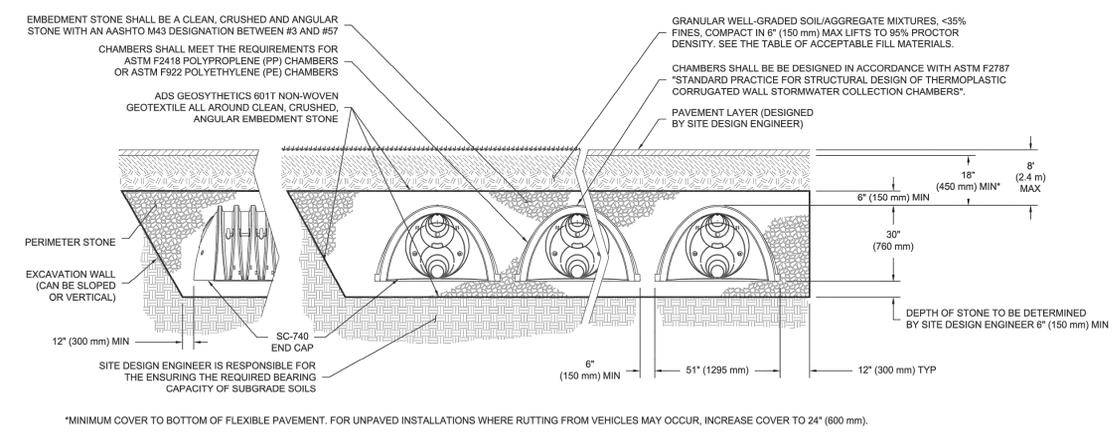
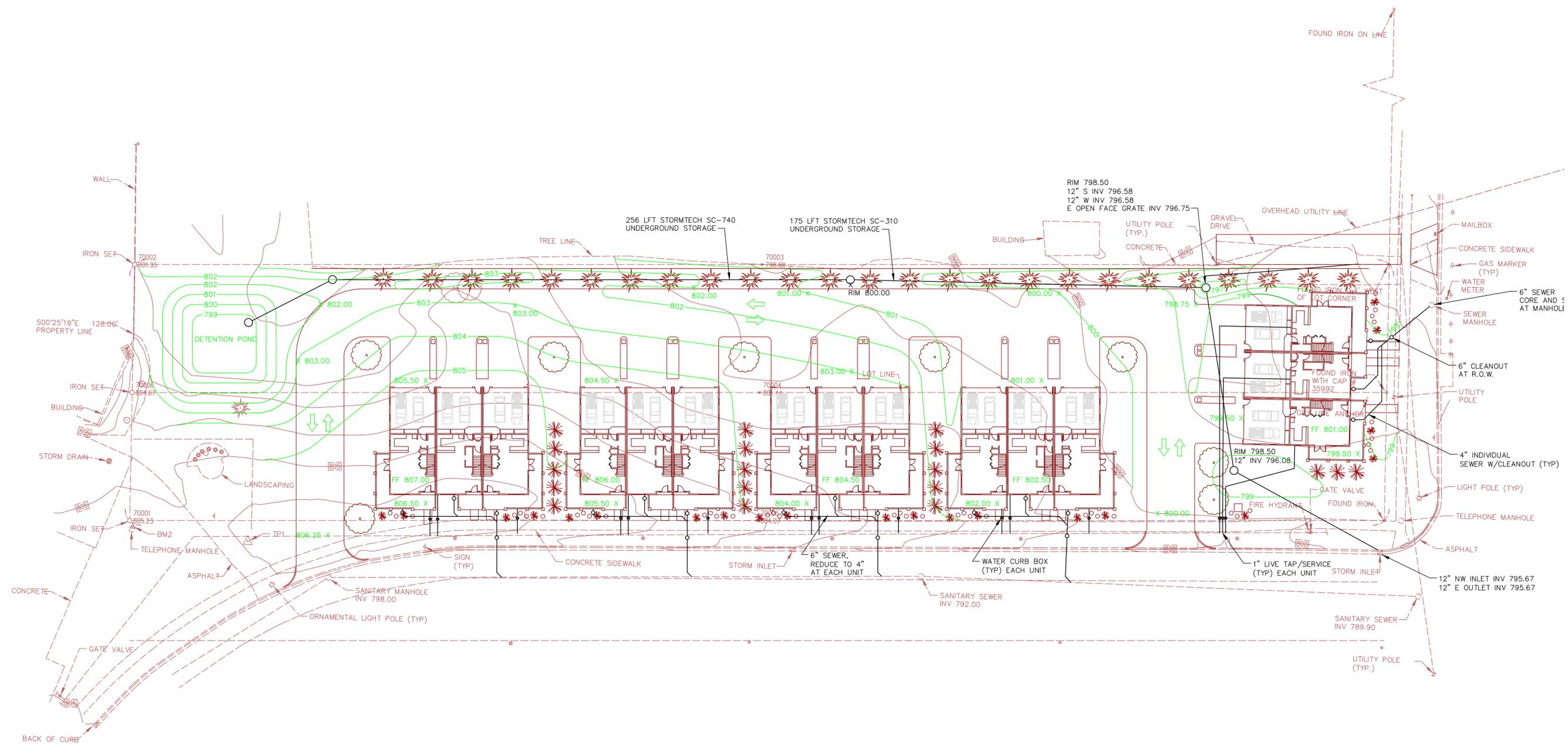
GRADING PLAN



RBF HOLDINGS LLC
 A "Rather Be Fishing" Company

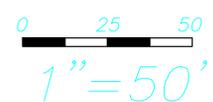
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 FAX 810.630.9111
 4140 MORRISH ROAD,
 SWARTZ CREEK MI, 48473

Scale: AS SHOWN Date: 05-18-19 By: BAJ Chkd: Sh. 3 of 4
 Project: BREWER TOWN HOMES June 10, 2019
 NOTE: OWNER/ENGINEER ARE SAME ENTITY Job No.: 19-001



*MINIMUM COVER TO BOTTOM OF FLEXIBLE PAVEMENT. FOR UNPAVED INSTALLATIONS WHERE RUTTING FROM VEHICLES MAY OCCUR, INCREASE COVER TO 24" (600 mm).

UNDERGROUND STORAGE

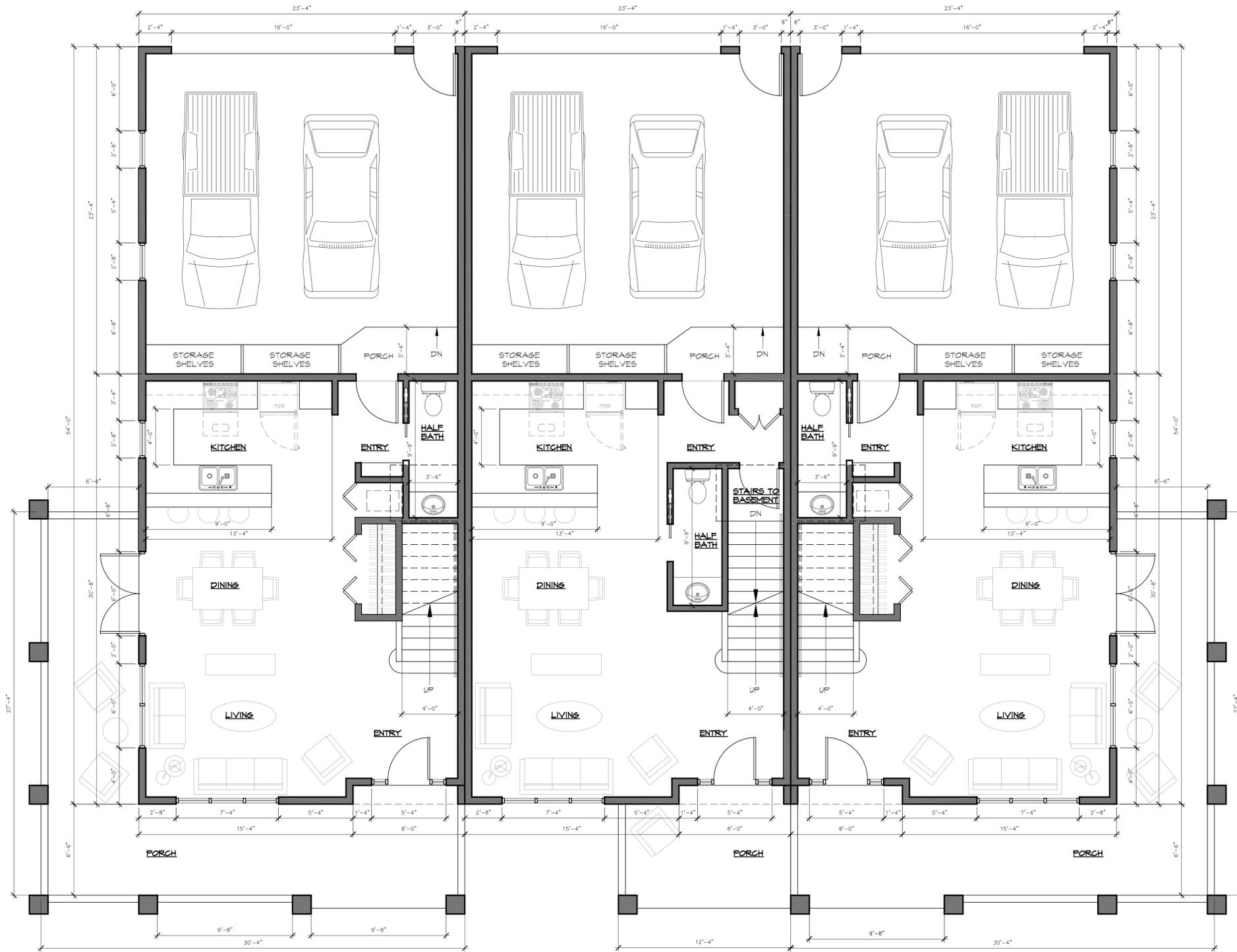


UTILITY PLAN



RBF HOLDINGS LLC
 A "Rather Be Fishing" Company
 PHONE 810.516.4405 FAX 810.630.9111
 4140 MORRISH ROAD, SWARTZ CREEK MI, 48473

Scale: AS SHOWN Date: 05-18-19 By: BAJ Chkd: Sh. 4 of 4
 Project: BREWER TOWN HOMES June 10, 2019
 NOTE: OWNER/ENGINEER ARE SAME ENTITY Job No.: 19-001



**UNIT A
FIRST FLOOR
705 SF**

**UNIT B
FIRST FLOOR
705 SF**

**UNIT A
FIRST FLOOR
705 SF**

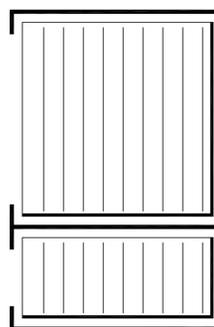
PRELIMINARY SECOND FLOOR PLAN
1/4" = 1'-0"



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CONSTRUCTION**

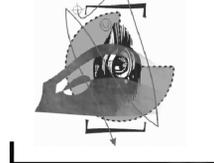
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Project Type
NEW CONSTRUCTION

Project
FORTINO DR. TOWNHOMES DESIGN
FORTINO DR.
SWARTZ CREEK, MI.

Client
RBF HOLDINGS LLC.

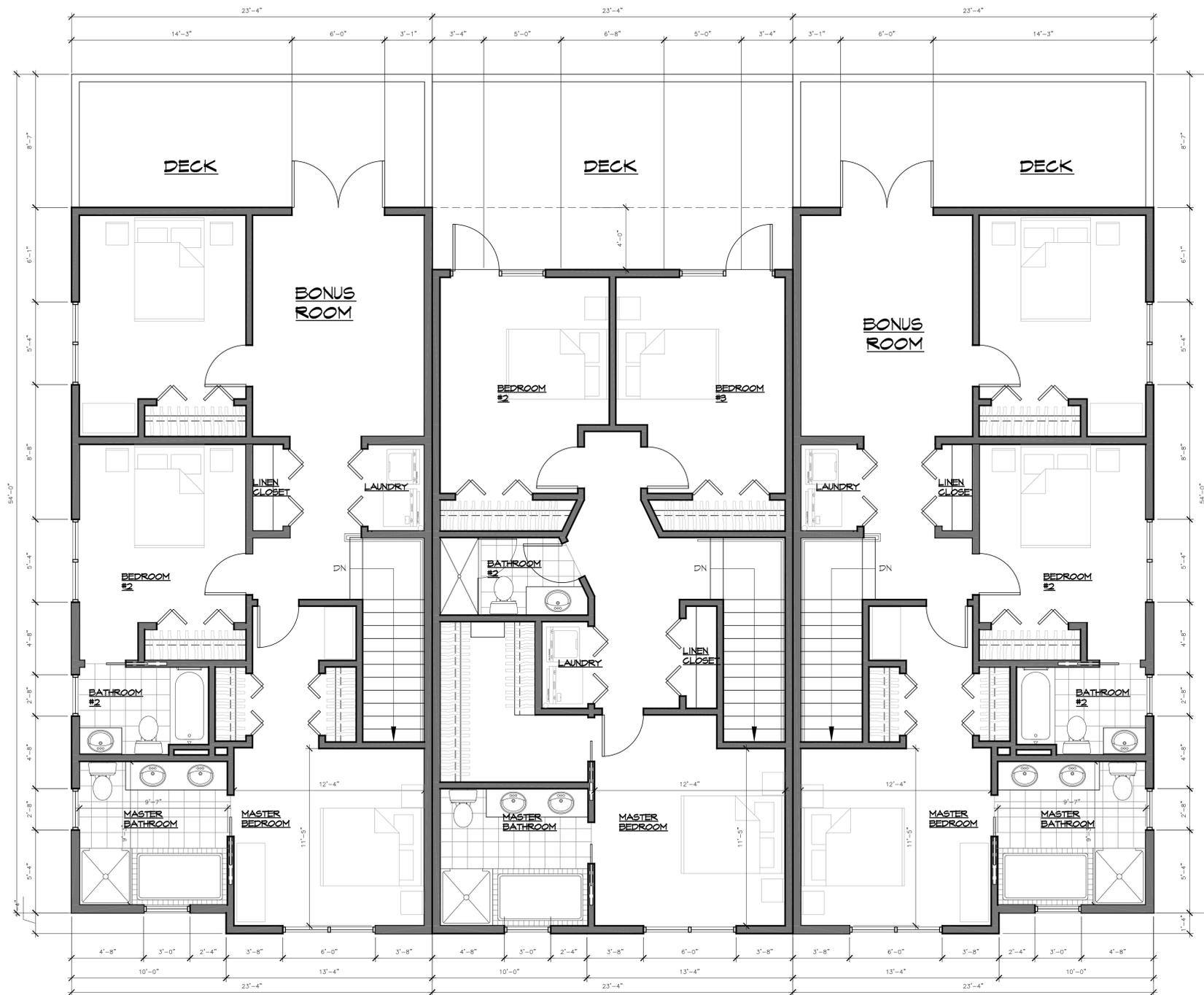
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18.171

Sheet
A-2

June 10, 2019



UNIT A
SECOND FLOOR
1,008 SF

UNIT B
SECOND FLOOR
932 SF

UNIT A
SECOND FLOOR
1,008 SF

PRELIMINARY SECOND FLOOR

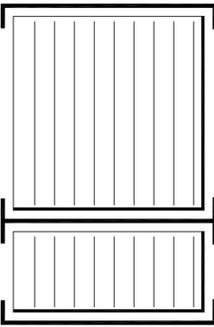
1/4" = 1'-0"



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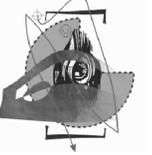
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Project
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FORTINO DR.
SWARTZ CREEK, MI.

Client
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A-3



PRELIMINARY SOUTH ELEVATION

1/4" = 1'-0"



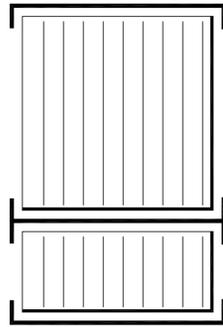
PRELIMINARY WEST ELEVATION

1/4" = 1'-0"

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Project Type
NEW CONSTRUCTION

Project
FORTINO DR. TOWNHOMES DESIGN
 FORTINO DR.
 SWARTZ CREEK, MI.

Client
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A-4



PRELIMINARY NORTH ELEVATIONS

1/4" = 1'-0"

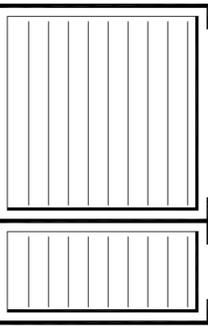


PRELIMINARY EAST ELEVATIONS

1/4" = 1'-0"

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Project Type
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Project
FORTINO DR. TOWNHOMES DESIGN
 FORTINO DR.
 SWARTZ CREEK, MI.

Client
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 4140 MORRISH RD
 SWARTZ CREEK, MI. 48473

Project Number
18.171

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June 10, 2019



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FORTINO DR. TOWNHOMES DESIGN



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FORTINO DR. TOWNHOMES DESIGN



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MASTER DEED
BREWER TOWN HOMES

This Master Deed is made and executed on this ____ day of _____, 2019, by RBF Holding, LLC, a Michigan limited liability company, hereinafter referred to as the "Developer," the post office address of which is 4140 Morrish Road, Swartz Creek, MI 48473, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Brewer Town Homes Condominium as a Condominium Project under the Act and does declare that Brewer Town Homes Condominium shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as Brewer Town Homes Condominium, Genesee County Condominium Subdivision Plan. No. _____. The condominium Project is established in accordance with the Act. The buildings contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-Owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other Co-Owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is described as follows:

Land in the City of Swartz Creek, Genesee County, Michigan.

Lot 2 and 3 of supervisor's plat of Swartz Creek, Genesee County, Michigan.

Together with and subject to all easements and restrictions of record and all governmental limitations.

ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation of Brewer Town Homes Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements or other instruments affecting the establishment of, or transfer of interests in Brewer Town Homes as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.1. Act. "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended, including without limitation, the amendments of Act 538 of the Public Acts of 1982 and Act 113 of 1983. If any provision of this Master Deed or its exhibits is found to conflict with any provision of the Act, or if any provision required by the Act is omitted herefrom, then the provisions of the Act are incorporated herein by reference and shall supersede and cancel any conflicting provision hereof.

Section 3.2. Association. "Association" or "Association of Co-Owners" shall mean the Michigan nonprofit corporation, Brewer Town Homes Condominium Association, of which all Co-Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3.3. Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights or obligations of the Co-Owners and required by Section 3 (8) of the Act to be recorded as part of the Master Deed. The bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 3.4. Common Elements. "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 3.5. Condominium, Condominium Project or Project. "Condominium," "Condominium Project" or "Project" each mean Brewer Town Homes Condominium as a Condominium Project established in conformity with the Act.

Section 3.6. Condominium Documents. "Condominium Documents" means and Includes this Master Deed and Exhibit A and B hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 3.7. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Brewer Town Homes Condominium as described above.

Section 3.8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 3.9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Brewer Town Homes as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article III hereof, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Genesee County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 3.10. Co-Owner or Owner. "Co-Owner" means a person, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination thereof capable of owning real property who or which owns one or more Units in the Condominium Project, and shall include land contract vendors and land contract vendees, who shall be jointly and severally liable except as the Condominium Documents provide otherwise. The term "Owner," wherever used, shall be synonymous with the term "Co-Owner."

Section 3.11. Developer. "Developer" shall mean RBF Holdings LLC, a Michigan Limited Liability company, which has made and executed this Master Deed, and its successors and assigns.

Section 3.12 Development and Sales Period. "Development and Sales Period," for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, shall be deemed to continue for so long as the Developer continues to own any Unit in the project, has a right to expand the Project as set forth in Article VII below, whichever is longer.

Section 3.13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-Owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sold discretion after fifty percent (50%) of the Units which may be created are conveyed, or (b) mandatorily within (i) fifty-four(54) months after the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all Units which may be created are conveyed, whichever first occurs.

Section 3.14. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 3.15 Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Brewer Town Homes Condominium, as such space may be described in Article VI, Section 6.1 hereof and Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate and vice versa.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project and the respective responsibilities or maintenance, decoration, repair, or replacement thereof, are as follows:

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

- (a) Land. The land described in Article II hereof, as may be hereafter amended, including all landscaping, walls, fences, entrance signs, gazebos and other features, roads, sidewalks and common parking spaces thereon, not identified as limited common elements on Exhibit "B."
- (b) Electrical. The electrical transmission system throughout the Project, up to the point of connection with, but not including, the electric meter serving each Unit.
- (c) Telephone. The telephone system throughout the Project up to the point of connection with each Unit.
- (d) Gas. The gas distribution system throughout the Project, up to the point of connection with, but not including, the gas meter serving each Unit.
- (e) Sprinkler System. The sprinkler system throughout the Project, and the well and related equipment that service it, if and when installed.
- (f) Sanitary Sewer. The sanitary sewer system throughout the Project, up to the point of entry into each Unit.
- (g) Storm Drainage. The storm drainage system throughout the Project including, without limitation, all pump stations for storm water detention facilities, detention ponds and related equipment, if any.
- (h) Telecommunications. The telecommunication system throughout the Project, up to, but not including, connections to provide service to individual Units.
- (i) Site Lighting. Any lights designed to provide illumination for the Condominium Premises as a whole.
- (j) Construction. Foundations, supporting columns, Unit perimeter walls (excluding windows and doors therein), walls between garages and living areas of each Unit, roofs and roof joists, upper level ceilings, basement floors, floor construction between Unit levels and chimneys.
- (k) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads), equipment and telecommunications system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems, equipment and the telecommunications system shall be General Common Elements only to the extent of

the Co-Owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 4.2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner or Owners of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements Are:

- (a) Patios and Porches. Each Individual patio and porch, if any, in the Project shall be a Limited Common Element appurtenant to the Unit that opens onto such porch or patio.
- (b) Balconies, Decks. Each individual balcony and desk, if any, in the Project shall be a Limited Common Element appurtenant to the Unit which opens onto such deck.
- (c) Air Conditioning Compressors. Each air conditioning compressor and its related pad, located outside a Unit shall be a Limited Common Element appurtenant to the Unit served by it.
- (d) Driveways, Sidewalks. The driveways and sidewalks, if any, serving each Unit shall be Limited Common Elements appurtenant to the Unit so served.
- (e) Windows and Doors. The windows and doors, including storm doors and garage doors, serving each Unit and all knobs, latches, locks and other related hardware, shall be Limited Common Elements appurtenant to the Unit so served.
- (f) Wells. The individual wells and related water lines, pumps and equipment serving each Unit shall be Limited Common Elements Appurtenant to the Unit so served.

Section 4.3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

- (a) Patios, Porches, Balconies and Decks. The cost of maintenance, repair and replacement of each patio, porch, balcony and deck described in Section 4.2(a) and (b) above shall be borne by the Co-Owner of the Unit to which such Limited Common Elements are appurtenant. Provided, however, that any proposed repair (other than routine maintenance and repair), alteration or modification of any patio or deck shall be reviewed and, if aesthetically and structurally appropriate be approved by the Association and, during the Development and Sales Period, by the Developer, prior to its being undertaken by the responsible Co-Owner.
- (b) Air Conditioning Compressors. The cost of maintenance, repair, and replacement of each individual air conditioning compressor described in Section 4.2(c) above shall be borne by the Co-Owner of the Unit to which such Limited Common Elements are appurtenant.
- (c) Wells. The cost of maintenance, repair and replacement of each individual well and related water lines, pumps and equipment described in Section 4.2(f) above, shall be borne by the Co-Owner of the Unit to which such Limited Common Elements are appurtenant, if any.
- (d) Interior Surfaces. The cost of decoration and maintenance (but not repair or replacement except in cases of Co-Owner Fault) of all interior surfaces of General Common Element walls, floors and ceilings enclosing a Unit shall be borne by the Co-Owner of each Unit to which such Limited Common Elements are appurtenant.

- (e) Windows and Doors. The cost of maintenance, repair of windows and doors, including storm doors and garage doors, and related hardware described in Section 4.2(e) above, shall be borne by the Co-Owner of the Unit which such Limited Common Elements are appurtenant.
- (f) Limited Common Element Sidewalks and Driveways. The Co-Owner of each Unit shall be responsible for the cleaning of the sidewalks and driveways which are limited common elements appurtenant to that Co-Owner's Unit and for the shoveling or clearing of snow from the limited common element sidewalks. It is expressly understood that no icemelter shall contain calcium chloride. The Association shall be responsible for clearing of snow from all driveways and all other sidewalks.
- (g) Other. The costs of maintenance, repair or replacement of all General and Limited Common Elements other than as described above, including without limitation the plowing and clearing of snow from all streets and parking areas within the Condominium, all exterior painting and staining and maintenance of all drainage and detention ponds and wetland areas, shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary; provided that the Co-Owner of each Unit shall be responsible for the cost of repairing any damage to limited common elements appurtenant to that Co-Owner's unit which is not the result of ordinary wear and tear which is not covered by insurance required to be maintained by the Association.

The respective decoration, maintenance and replacement responsibilities set forth above shall be in addition to all such responsibilities set forth in Article XI hereof or elsewhere in the Condominium Documents.

No Co-Owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his or her Unit or the Common Elements.

ARTICLE V

USE OF PROJECT

Section 5.1. Use of Units and Common Elements. No Co-Owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in enjoyment of his or her unit or the Common Elements.

ARTICLE VI

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 6.1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Brewer Town Homes Condominium as prepared by RBF Construction Inc. The architectural plans and specifications are on file with the City of Swartz Creek. Each Unit shall consist of: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with respect to the upper floors of Units, all that space contained within the interior finished unpainted walls and ceilings and from the unfinished subfloor, all as shown on the floor plans and sections in Exhibit B hereto all delineated with heavy outlines.

Section 6.2. Percentages of Value. The percentage of value assigned to each Unit is equal. The determination that the percentage of value should be equal was made after reviewing the comparative characteristics of the Units and concluding that there are not material differences among the units insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-Owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-Owner in the proceeds and expenses of administration and the value of such Co-Owner's vote at meetings of the Association of Co-Owners. The total value of the Project is 100%.

Section 6.3. Modification of Units. The size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in Exhibit B, as it may be revised or amended from time to time, may be modified, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person so long as such modifications do not materially and unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute to amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element. Further, the Developer may, in connection with any such amendment, readjust percentages of value for all Units in a manner which gives reasonable recognition to such Unit or Limited Common Element modifications based upon the method of original determination of percentages of value for the Project. 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 unanimately consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocation of percentages of value of existing Units which Developer or its successor 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.

ARTICLE VII

EXPANSION OF CONDOMINIUM

Section 7.1. Area of Possible Future Development. The Condominium Project established pursuant to the initial Master Deed of Brewer Town Homes Condominium and consisting of (15) Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of (45) Units. Additional Units, if any, will be added by expanding the Condominium Project to include any additional land now owned or hereafter acquired by Developer and located within one mile of the existing Condominium which may include, without limitation, any portion or portions, or all, of the following described land: The Westerly 240ft of lots 4-13, supervisors plat of Swartz Creek, Genesee County, Michigan.

Section 7.2. Increase of Number of Units. Any other provisions of the Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer, from time to time, within a period ending no later than (6 years) from the date of recording this Master Deed, be increased by the addition to the Condominium of any portion of the area of future development and the establishment of Units and/or other amenities or improvements thereon. The foregoing notwithstanding, the time within which the Developer must construct any or all of the buildings, Units or other improvements to be constructed within the Area of Future Development, shall be limited as provided in Section 9.6 below. The locations, nature, appearance, design (interior and exterior) and structural components of the buildings, Units and other improvements to be constructed within the areas of future development

shall be determined by the Developer in its sole discretion subject only to applicable approval as may be required by public authority or authorities.

Section 7.3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of said area of future development as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add the Condominium Project all or any portion of the Area of Future Development described in this Article VII, nor is there any obligation to add portions thereof in any particular order, nor to construct particular improvements thereon in any specific locations.

ARTICLE VIII

CONTRACTION OF CONDOMINIUM

Section 8.1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to construct 15 Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units, but in no event less than two Units, and to withdraw from the Project any portion of the land described in Article II (hereinafter referred to as "Contractible Area"). Therefore, any other provisions of this Master Deed to the contrary notwithstanding, at the option of the Developer, at any time and from time to time, within a period ending (6 years) after the date of recording this Master Deed or at such later date as may be permitted pursuant to Section 9.6 below, the number of Units in this Condominium Project may be reduced and the land area of the Condominium Project contracted to any number determined by the Developer in its sole judgment.

Section 8.2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land, including without limitation any land added to the condominium pursuant to Article VII above, as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to (6 years) from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

ARTICLE IX

OPERATIVE PROVISIONS

Any expansion or contracting of the project pursuant to Article VII and VIII above or conversion of any portions of the project pursuant to Article XIII below shall be governed by the provisions as set forth below.

Section 9.1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion, contraction or conversion of Common Elements in this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and shall provide that the percentages of value set forth in Article VI hereof shall be proportionately readjusted in order to preserve a total value of 100% of the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 9.2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and re-definitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of driveways, roadways and sidewalks in the Project to any driveways, roadways and sidewalks that may be located on, or planned for the area of future development and to provide access to any Unit that is located on, or planned for the area of future development from the driveways, roadways and sidewalks located in the Project.

Section 9.3. Right to Modify Floor Plans. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole discretion.

Section 9.4. Consolidating Master Deed. A consolidating Master Deed shall be recorded pursuant to the Act within one year after the date when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 9.5. Consent of Interested Persons. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Article VII and VIII above and Article XIV below and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such 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 the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

Section 9.6. Completion of Construction, Withdrawal of Land. Developer shall have until the later of (a) then (10 year) from the date of commencement of construction of the project by the Developer, or (b) six (6 years) after the last date on which the Developer has exercised a right of expansion, contraction or conversion pursuant to Articles VII, VIII, and XIII to complete the development and construction of Units in the Condominium. If the Developer has not completed the development and construction of the entire Condominium within that time period, Developer and its successors and assigns shall have the right at any time prior to the expiration of that time period and without regard to the limits contained in Article VIII, as provided in Section 67(3) of the Act, to

withdraw from Project all undeveloped portions of the Project without the prior consent of any Co-Owners, mortgagees of Units in the Project, or any other party having an interest in the Project. Such withdrawal shall be effected by an amendment to this Master Deed as provided in this Article IX. The undeveloped portions of the Project so withdrawn shall be automatically granted easements for utilities, for ingress and egress and for other purposes as provided in Article X below through the Condominium Project for the benefit of the withdrawn land, which easements shall automatically arise without the necessity of executing or recording any separate easement instruments. If the undeveloped land is not withdrawn prior to expiration of the foregoing time period, such land shall remain part of the Condominium Project as general common elements and Developer's right to construct Units on that land shall cease. In that event, if it becomes necessary to adjust percentages of value of existing Units as a result of fewer Units having been constructed, and if the Developer has not recorded an appropriate amendment to this Master Deed Adjusting the percentages, the Association shall have the right to do so, following the formula established in Article V above, or any Co-Owner or the Association may bring an action in the circuit court for the county in which the Project is located to obtain a court order or judgment revising the percentages of value pursuant to Section 96 of the Act.

ARTICLE X

EASEMENTS, DEDICATION OF ROADS

Section 10.1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall that supports a common element. One of the purposes of this Section is to clarify the right of the Co-Owners to maintain structural elements and fixtures which project into the Common Elements surrounding each Unit notwithstanding their projection beyond the Unit perimeters.

Section 10.2. Easements Retained by Developer

- (a) Access Easements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land in the Area of Future Development which may be added to the Project as described in Article VII, or any portion or portions thereof, whether the same is added to the Condominium or not, and/or any land that may be withdrawn from the Condominium pursuant to Article VII, or Section 9.6 above, easements for the unrestricted use of all roads, walkways and other General Common Elements in the Condominium for the purpose of further development, construction and expansion (on or off the Condominium Premises) by it or its successors and assigns and also for the purpose of perpetual ingress and egress to and from all or any portion of the land described in Article VII or any withdrawn land. In order to achieve the purposes of this Article and of Articles VII and VIII of this Master Deed, Developer shall have the right, without charge to the Developer other than the cost of the work to be performed, or as otherwise

expressly provided herein, to alter any General Common Element areas existing between said road and any portion of the land described in Article VII or any withdrawn land by instillation of curb cuts, paving, drives, walks and roadway connections at such locations on and over the General Common Elements as the Developer may elect from time to time. Developer shall also have the right, in furtherance of its expansion, construction, development and sales activities on the Condominium or in the area of future development, to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving, drives, walks or roadway connections or other General Common Elements upon installation thereof or in connection with its expansion, construction, development and sales activities, Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance. All continuing expenses or maintenance, repair, replacement and resurfacing of any road used for perpetual access purposes referred to in this Section shall be perpetually shared by the Owners of this Condominium and, if not added to this Condominium, the Owners of any developed portions of the land described in Article VII or any withdrawn land for which the closest means of access to a public road is over such road or roads. The Co-Owners in this condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of completed dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other completed dwelling Units on the land described in Article VII or any withdrawn land for which the closest means of access to a public road is over such road. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easement of access reserved hereby, if Developer deems it necessary or desirable to do so, but such easements shall arise and exist whether or not any such instrument is executed or recorded.

- (b) Granting Utility Rights to Agencies. The Developer reserves the right at any time during the Development and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Genesee County Records. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 10.3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of the Developer during the Development and Sales period. No easements created under the Condominium Documents may be materially modified, nor may any of the obligations with respect thereto be varied,

without the consent of each person benefited thereby. The foregoing shall not be deemed to require approval of all Unit owners to the modification of easements that benefit the Project generally.

Section 10.4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to develop, construct, market and operate any Units within the land described in Articles II and VII hereof and any withdrawn land, and also to fulfill any responsibilities or maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements. It is also a matter of concern that a Co-Owner may fail to properly maintain his Unit and its appurtenant Limited Common Elements in accordance with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-Owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenance or any of its Limited Common Elements, all at the expense of the Co-Owner of the unit. Provided that, with respect to the Unit, the Association's rights under this Section 10.4 shall be limited to such maintenance, repairs and replacements as shall be necessary for the maintenance and preservation of the Common Elements and assets of the Condominium. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-Owner, shall be assessed against such Co-Owner and shall be due and payable with his monthly assessment next falling due; further, the lien for nonpayment shall attach in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 10.5. Right to Dedicate. The Developer reserves the right at any time during the Development and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Brewer Town Homes Condominium, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Genesee County Records and, if required by the government agency responsible for the repairs and maintenance of such roadways, by deed or other appropriate instrument. 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 right-of-way dedication and hereby appoint the Developer as their respective attorney-in-fact to execute any and all such deeds, which power of attorney shall be irrevocable and coupled with an interest.

Section 10.6. Telecommunications Agreements. The Developer or the Association, acting through its duly constituted Board of Directors and subject to the Developer’s approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract agreement, including wiring agreements, right-of-way agreements, access agreements and multiunit agreements and, to the extent allowed by law, contract for sharing of any installation of periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, video-text, broad band cable, satellite dish, earth antenna and similar services (collectively “Telecommunications”) to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 10.7. Emergency Vehicle Access Easement. There shall exist for the benefit of the City of Swartz Creek, the County of Genesee or any emergency service agency, an easement over all roads in the Condominium Project for use by the City, County, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

Section 10.8. Existing Easements The Condominium Premises are subject to certain existing easements.

ARTICLE XI

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of not less than sixty-six and two-thirds percent (66-2/3%) of the Co-Owners entitled to vote as of the record date of such vote, except as hereinafter set forth:

Section 11.1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-Owner and mortgagee of such Unit nor may be nature or extent of the Limited Common Elements nor the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-Owner and mortgagee of the Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

Section 11.2. Mortgagee Consent.

- (a) When Consent Required. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally and subject to the limitations of subsection 11.2(b)(8) below, such

amendments shall require the approval of not less than sixty-six and two-thirds percent (66-2/3%) of all mortgagees of record as of the date on which the proposed amendment is approved by vote of the requisite majority of Co-Owners. An amendment shall not be deemed to materially alter or change the rights of a mortgagee if, by way of illustration but not limitation, it is of the type described in Section 11.3 below, or if, in the written opinion of an appropriately licensed real estate appraiser, the amendment does not detrimentally change the value of any Unit affected by the amendment. A mortgagee shall not be required to appear at a meeting of the Association to register its vote concerning any material amendment to the Master Deed and the approval of mortgagees shall be solicited by written ballots. If a mortgagee fails to return a ballot within ninety (90) days of mailing to the mortgagee the ballot shall be counted as approving the amendment,

(b) Procedure for Obtaining Mortgagee Consent. Whenever an amendment to this Master Deed requires, or appears to require, the approval of mortgagees, such approval shall be solicited in accordance with, and subject to the limitations of, the following procedure:

- (1) The date on which the proposed amendment is approved by the requisite majority of Co-Owners is considered the "Control Date."
- (2) Only those mortgages who hold a duly recorded first mortgage or a duly recorded assignment of a mortgage against one or more Condominium Units in the Condominium Project on the Control Date are entitled to vote on the amendment. Each mortgagee entitled to vote shall have one vote for each Condominium Unit in the project that is subject to its mortgage or mortgages, without regard to how many mortgages the mortgagee may hold on a particular Condominium Unit.
- (3) The Association of Co-Owners shall give a notice to each mortgagee entitled to vote containing all of the following:
 - i. A copy of the amendment or amendments as passed by the Co-Owners
 - ii. A statement of the date that the Amendment was approved by the requisite majority of Co-Owners
 - iii. An envelope addressed to the entity authorized by the board of directors for tabulating mortgagee votes.
 - iv. A statement containing language in substantially the form described in subsection 11.2(b)(4) below.
 - v. A ballot providing spaces for approving or rejecting the amendment and a space for the signature of the mortgagee or an officer or other authorized representative of the mortgagee.
 - vi. A statement of the number of Condominium Units subject to the mortgage or mortgages of the mortgagee.
 - vii. The date by which the mortgagee must return its ballot.
- (4) The notice provided pursuant to subsection 11.2(b)(3) above shall contain a statement in substantially the following form:

A review of the Association records reveals that you are the holder of one or more mortgages recorded against title to one or more Units in the Old Mill Farm Condominium. The Co-Owners of the Condominium adopted the attached amendment to the Condominium documents on (insert Control Date). Pursuant to the terms of the Condominium documents and/or the Michigan Condominium Act, you are entitled to vote on the amendment. You have one vote for each Unit that is subject to your mortgage or mortgages.

The Amendment will be considered approved by mortgagees if it is approved by 66-23% of the mortgagees. In order to vote, you must indicate your approval or rejection on the enclosed ballot, sign it, and return it not later than 90 days from (the Control Date). Failure to timely return a ballot will constitute a vote for approval. If you oppose the amendment, you must vote against it.

- (5) The Association shall mail the notice required by subsection (3) to each mortgagee at the address provided in the mortgage or assignment, or in a request for notices, by certified mail, return receipt requested, postmarked within 30 days after the Control Date.
- (6) The amendment is considered to be approved by the mortgagees if it is approved by 66-2/3% of the mortgagees whose ballots are received, or are deemed to have approved the amendment in accordance with subsection 11.2(a) above, by the entity authorized by the board of directors to tabulate mortgagee votes not later than 100 days after the Control Date. In determining the 100 days, the Control Date itself shall not be counted but the 100th day shall be included unless the 100th day is a Saturday, Sunday, legal holiday, or holiday on which the United States postal service does not regularly deliver mail, in which case the last day of the 100 days shall be the next day that is not a Saturday, Sunday, legal holiday, or holiday on which the United States postal service does not regularly deliver mail.
- (7) The Association shall maintain a copy of the notice, proofs of mailing of the notice, and the ballots returned by the mortgagees for a period of 2 years after the Control Date.
- (8) Notwithstanding any other provision of this Master Deed to the contrary, mortgagees are entitled to vote on amendments to the Condominium documents only under the following circumstances:
 - i. Termination of the Condominium Project.
 - ii. A Change in the method or formula used to determine the percentage of value assigned to a unit subject to the mortgagee's mortgage.
 - iii. A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Condominium Unit, its appurtenant limited common elements, or the general common elements from the

Association to the Co-Owner of the Condominium Unit subject to the mortgagee's mortgage.

- iv. Elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Condominium Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Co-Owner of the Condominium Unit subject to the mortgagee's mortgage.
- v. The modification or elimination of an easement benefiting the Condominium Unit subject to the mortgagee's mortgage.
- vi. The partial or complete modification, imposition, or removal of leasing restrictions for Condominium Units in the Condominium Project.

Section 11.3. By the Developer. Pursuant to section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to unilaterally amend this Master Deed and the other Condominium Documents without approval of any Co-Owner or mortgagee for the purpose of exercising any right or power reserved to Developer in this Master Deed, correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-Owner or mortgagee, in which event the affected Co-Owner's and mortgagee's consent shall be required as provided above. Such permitted unilateral amendments shall include, without limitation amendments to modify the types and sizes of unsold Condominium Units and/or appurtenant Limited Common Elements; amendments to facilitate conventional mortgage loan financing for existing or prospective Co-Owners; amendments enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Association, or any other agency of the federal government or the State of Michigan; and amendments required by The City of Swartz Creek, the County of Genesee or other appropriate governmental authority in connection with the dedication of the roads in the Project.

Section 11.4. Change in Percentage of Value. The value of the vote of any Co-Owner and the corresponding portion of common expenses assessed against such Co-Owner shall not be modified without the written consent of the Developer (so long as Developer owns any Unit in the Condominium or the Areas of Future Development or retains the right to expand the Condominium or any other right granted or reserved to Developer in this Master Deed or the Bylaws),

Section 11.5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer (so long as Developer owns any unit in the Condominium or the Areas of Future Development or retains the right to expand the Condominium or any other right granted or reserved to Developer in this Master Deed or the Bylaws), eighty percent (80%) of non-developer Co-Owners and eighty percent (80%) of first mortgagees; provided, if there are no non-developer Co-Owners, Developer shall have the right to terminate the Condominium unilaterally with the consent of the holder of any mortgage on the Project.

Section 11.6. Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended, nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer.

Section 11.7. Amendment Procedure. The procedure for amending the Master Deed shall be the same as set forth in Article XVIII of the Bylaws.

ARTICLE XII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by him to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Genesee County Register of Deeds.

ARTICLE XIII

CONVERTIBLE AREAS

Section 13.1. Designation. Certain areas within the Project are hereby designated as Convertible Areas within which Units may be constructed or expanded and Limited Common Elements may be constructed and/or relocated. Any portion of such convertible area not so converted within the time provided in this Article shall thereupon cease to be convertible and shall revert to limited common elements.

Section 13.2. Conversion Rights of Developer. The Developer reserves the right, from time to time, within a period ending no later than the earlier of the date on which the last of the Units which may be created within the Condominium has been conveyed to a non-Developer Co-Owner or (6 years) from the date of recording this Master Deed, to expand any Unit into a designated Convertible Area; provided, that nothing herein contained shall obligate the Developer to expand any Unit or Limited Common Element whatsoever.

Section 13.3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project. No improvements, other than as above indicated, may be created within the Convertible Areas.

ARTICLE XIV

SALES FACILITIES

The Developer may maintain offices, model units and similar sales facilities in the Condominium. Developer shall pay all costs related to the use of such facilities while owned by Developer and restore the facilities to habitable status upon termination of use.

IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed the day and year first above written.

WITNESSES:

Draft
City Council Packet

17
161

Brewer Townhome
June 10, 2019

RBF Holdings, LLC., a Michigan limited liability company

BY: _____

Its: _____

The foregoing instrument was acknowledged before me on this ___ day of _____ 2019, by _____, member of RBF Holdings LLC, a Michigan limited liability company, on behalf of the company.

Drafted by and when recorded return to:

RBF Holdings LLC

4140 Morrish Road

Swartz Creek, MI 48473

(810) 630-9111

EXHIBIT A
TO MASTER DEED
BREWER TOWN HOMES CONDOMINIUM

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Brewer Town Homes Condominium, a residential Condominium Project located in the City of Swartz Creek, Genesee County, Michigan, shall be administered by an Association of Co-Owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the

Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-Owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his or her Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-Owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Project. All Co-Owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Condominium and the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-Owners thereof in accordance with the following provisions:

Section 2.1. Assessments for Common Elements. 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 Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2.2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a)Budget: Regular Assessments. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, shall be established in the budget and must be funded by regular payments as set forth in Section 2.2(c) below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a non-cumulative basis. SINCE THE MINIMUM STANDARD RRQUIRED BY THIS SUBPARAGRAPH MAY PROVE TO BE INADEQUATE FOR THIS PARTICULAR PROJECT, THE ASSOCIATION OF CO-OWNERS SHOULD CAREFULLY ANALYZE THE CONDOMINIUM PROJECT TO DETERMINE IF A GREATER AMOUNT SHOULD BE SET ASIDE, OR IF ADDITIONAL RESERVE FUNDS SHOULD BE ESTABLISHED FOR OTHER PURPOSES FROM TIME TO TIME. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-Owner and the assessment for said year shall constitute a lien against all Units as of the first day of the fiscal

year to which the assessments relate. Failure to deliver a copy of the budget to each Co-Owner shall not affect or in any way diminish such lien or the liability of any Co-Owner for any existing or future assessments. Should the Board of Directors, at any time decide, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient (a) to pay the costs of operation and management of the Condominium; (b) to provide replacements of existing Common Elements; (c) to provide additions to the Common Elements not exceeding \$1,000.00 annually for the entire Condominium Project; or (2) that an emergency exists, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-Owner consent, to levy assessments pursuant to the provision of Section 2.4 hereof. The discretionary authority of the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-Owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$1,000.00 for the entire Condominium Project per year; (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof; (3) assessments to purchase a Unit for use as a resident manager's Unit; or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-Owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable to any creditors of the Association or of the members thereof.

(c) Apportionment of Assessments. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with the percentage of value allocated to each Unit in Section 6.2 of the Master Deed and without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit except as otherwise specifically provided in the Master Deed. Annual assessments as determined in accordance with Section 2.2(a) above shall be payable by Co-Owners in twelve (12) equal monthly installments, or such other periodic basis as the Board of Directors may determine, commencing with acceptance of a deed to or in a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. Special assessments as determined in accordance with Section 2.2(b) above shall be payable by Co-Owners in one installment within thirty (30) days after the date of the Association's statement for the same, or on such other basis as the Board shall determine.

(d) Limitation on Assessments for Litigation. The Board of Directors shall not have authority under this Section 2.2(d), or any other provisions of these Bylaws or the Master Deed, to levy any assessments, or to incur any expense or legal fees with respect to any litigation, without the prior approval, by affirmative vote, of not less than sixty-three and two-thirds percent (66-2/3%) of all Co-Owners in value and in number. This section shall not apply to any litigation commenced by the Association to enforce collection of delinquent assessments pursuant to Section 2.7 of these Bylaws. In no event

shall the Developer be liable for, nor shall any Unit owned by the Developer be subject to any lien for, any assessment levied to fund the cost of asserting any claim against Developer, whether by arbitration, judicial proceeding or otherwise.

Section 2.3. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the completed Units that it owns, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all completed Units owned by the Developer at the time the expense is incurred to the total number of completed Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to completed Units owned by him and occupied by a tenant. For instance, the only expenses presently contemplated that the Developer might be expected to pay are developer's pro rata share of snow removal and other road maintenance from time to time as well as a pro rata share of any administrative costs which the Association might incur from time to time. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit or to finance any litigation or other claims against the Developer, any cost of investigation and preparing such litigation or claim or any similar or related costs, nor any litigation costs assessed pursuant to Article XXII of the Bylaws unless the Developer has voted in favor or pursuing such litigation. A "completed unit" shall mean a unit with respect to which a certificate of occupancy has been issued by the City of Swartz Creek.

Section 2.4. Penalties for Default. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Each installment in default for ten (10) or more days may bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid in full. The Association may, pursuant to Section 7.4 and Article VIII hereof, levy fines for late payment of assessments in addition to such late charge. Each Co-Owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his or her Unit which may be levied while such Co-Owner is the owner thereof through and including the period of redemption following foreclosure of the Association's lien pursuant to Section 2.7 below. Land contract vendors and vendees shall be jointly liable as Co-Owners for all assessments levied during the term of the land contract, except that a land contract purchaser from a Developer shall be solely personally liable and the Developer as land contract vendor shall not be personally liable for any such assessments levied up to and including the date upon which the Developer as land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 2.5. Liens for Unpaid Assessments. Sums assessed by the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-Owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute

a lien against the Unit prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-Owner, including without limitation interest on late payments, collection fees, late charges, advances made by the Association to pay taxes or to discharge other liens to protect the priority of the Association's lien, cost and attorneys fees incurred in connection with judicial enforcement proceedings and awarded by the court, and fines levied pursuant to Article VIII of the Bylaws, shall be deemed to be assessments secured by the lien for purposes of this Section and Section 108 of the Act.

Section 2.6. Waiver of Use or Abandonment of Unit. No Co-Owner may exempt himself or herself from liability for Co-Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of Co-Owner's Unit.

Section 2.7. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-Owner in the payment of any installment of the annual assessment levied against such Co-Owner's Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-Owner in default upon (7) days written notice to such Co-Owner of its intention to do so. A Co-Owner in default shall not be entitled to utilize 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 such default continues; provided, however, this provision shall not operate to deprive any Co-Owner of ingress and egress to and from his or her Unit. In a judicial foreclosure auction, a receiver may be appointed to take possession of the Unit, if not occupied by the Co-Owner, and to rent the Unit and/or to collect a reasonable rental for the Unit from any persons, other than the Co-Owner of the Unit, renting the Unit. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions Section 7.4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-Owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to the foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purpose of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The redemption period following a foreclosure sale, whether by advertisement or pursuant to judicial foreclosure, shall be six months in all cases, except if the Unit foreclosed upon is abandoned, in which case the redemption period shall be one month. Further, each Co-Owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or cause to be sold the Unit with respect to which the assessments is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-Owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he or she was notified of the provisions of this subparagraph and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. The Association shall be entitled to bid on and purchase the Unit

at any such foreclosure sale, which bid shall be a credit bid up to the amount of the lien against the Unit, including principal, interest and all other costs and expenses chargeable by the Association in the event of a foreclosure.

(c)Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-Owner(s) at his, her or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (1) the affiant's capacity to make the affidavit, (2) the statutory and other authority for the lien, (3) the amount outstanding (exclusive of interest, cost, attorneys' fees and future assessments), (4) the legal description of the subject Unit(s), and (5) the name(s) of the Co-Owner(s) of record. The notice may also state the amount of interest, costs, attorneys' fees and other charges as of the date of the notice which are also secured by the lien; provided that the failure to include such additional amounts in the notice shall not prejudice the right of the Association to recover such amounts, and such amounts shall remain secured by the lien as provided in Section 2.5 above. Such affidavit shall be recorded in the office of Genesee County Register of Deeds prior to commencement of any foreclosure proceeding, but it need to have been recorded as of the date of mailing. If the delinquency is not cured within the ten-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the even the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-Owner and shall inform Co-Owner that he or she may request a judicial hearing by bringing suit against the Association.

(d)Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-Owner in any assessments, foreclose on a lien or otherwise enforce the provisions of the Master Deed or these Bylaws, the court shall award to the prevailing party the costs, expenses and reasonable attorneys' fees, as determined by the court, incurred in connection with those proceedings.

Section 2.8. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special, and all interest, late charges, fines, costs, and attorneys' fees for which the selling Co-Owner is liable. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs, and attorney fees as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein with respect to the purchaser and the purchaser's mortgagee only. Upon the payment of the sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments, interest, late charges, fines, costs, and attorneys fees and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments, interest, late charges, fines, costs, and attorney fees against a Condominium Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

- (a) Amounts due the state, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the Condominium Unit.
- (b) Payments due under a first mortgage having priority thereto.

Section 2.9. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit) which have priority over a first mortgage pursuant to Section 108 of the Act.

Section 2.10. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 2.11. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2.12 Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

ARTICLE III

ARBITRATION

Section 3.1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-Owners and the Association, upon the election and written consent of all of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision, as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 3.2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 3.1 above, no Co-Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3.3 Election of Remedies. Such election and written consent by the parties to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

Section 4.1. Extent of Coverage. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workers' compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such other insurance as the Board of Directors shall deem advisable. All such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Co-Owners and Association. All such Insurance shall be purchased by the Association for the benefit of the Association, and the Co-Owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-Owners. Each Co-Owner shall be obligated to obtain insurance coverage at his or her own expense upon his or her Unit, all personal property, fixtures and improvements located therein, and its appurtenant Limited Common Elements. It shall be each Co-Owner's responsibility to determine by personal investigation or from his or her own insurance advisors the nature and extent of Insurance coverage adequate to his or her needs and thereafter to obtain Insurance coverage for his or her personal property and other fixtures, equipment and trim (as referred to in Subsection (b) below) located within his or her Unit or its appurtenant Limited Common Elements and for his or her personal liability for occurrences within his or her Unit or upon Limited Common Elements appurtenant to his or her Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverage. The Association, as to all policies which it obtains, and all Co-Owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner of the Association.

(b) Insurance of Common Elements. All structural elements contained within and attached to the Units as in existence upon creation of the Condominium, or, if expanded in accordance with Article VII of the Master Deed, structures constructed on Units that may be added to the Project in the future, in accordance with the Architectural Plans on file with the City of Swartz Creek and all General Common Elements of the Condominium Project shall be Insured by the Association against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's Insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of the replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-Owners upon request and reasonable notice during normal business hours so that Co-Owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverage, if so determined. Upon such annual reevaluation and effectuation of coverage, the Association shall notify all Co-Owners of the nature and extent of all changes in coverage. Such

coverage shall also include the pipes, wires, conduits and ducts contained within each Unit. It shall be each Co-Owners responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant to the thereto which were installed in addition to said standard items subsequent to the establishment of the Condominium Project, and the Association shall have no responsibility whatsoever for obtaining such extra coverage unless agreed specifically and separately between the Association and the co-Owner in writing.

(c)Premium Expenses. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d)Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-Owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

Section 4.2. Authority of Association to Settle Insurance Claims. Each Co-Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium Project, the General Common Elements and the Limited Common Elements appurtenant to each Unit with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to settle and compromise all claims arising under insurance coverage carried by the Association, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 5.1. Determination to Reconstruct or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a)Partial Damage. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all the Co-Owners in the Condominium that the Condominium shall be terminated.

(b)Total Destruction. If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless eighty percent (80%) or more of the Co-Owners in value and number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 5.2. Repair in Accordance with Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project, to a condition as comparable as possible to the condition existing prior to damage unless the Co-Owners shall unanimously decide otherwise.

Section 5.3. Co-Owner Responsibility for Repair.

(a)Definition of Co-Owner Responsibility. If the damage is only to a part of a Unit which is the responsibility of a Co-Owner to maintain and repair, it shall be the responsibility of the Co-Owner to repair such damage in accordance with Subsection (b) below.

(b)Damage to Interior of Unit. Each Co-Owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built in. In the event damage to interior walls within a Co-Owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5.4. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-Owner, the Co-Owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-Owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5.4. Association Responsibility for Repair. Except as provided in the Master Deed and Section 5.3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as the existing before damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 5.5. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-Owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within six months after the date of the occurrence which caused damage to the property.

Section 5.6. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a)Taking of Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-Owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-Owner and his or her mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-Owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-Owner and his or her mortgagee, as their interests may appear.

(b)Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-Owners and their mortgagees in proportion to their respective interest in the common Elements and affirmative vote of more than fifty percent (50%) of the Co-Owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c)Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article VI of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-Owners based upon the continuing value of the Condominium of one hundred percent (100%). Such amendment may be effected by and Officer of the Association duly authorized by the Association without the necessity of execution or specific approval thereof by any Co-Owner.

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

Section 5.7. Notification of FHLMC and FNMA. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation (FHLMC) or by the Federal National Mortgage Association (FNMA) then, upon request therefore by FHLMC, or FNMA, as the case may be, the Association shall give it written notice s such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds \$1,000.

Section 5.8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-Owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the

case of a distribution to Co-Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 6.1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use.

Section 6.2. Leasing and Rental.

(a)Right to Lease. A Co-Owner may lease his or her Unit for the same purposes set forth in Section 6.1 above; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. No Co-Owner shall lease less than an entire Unit in the Condominium and no Co-Owner, other than the Developer, shall be permitted to lease his or her Unit under a lease with an initial term of less than six (6) months, unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

(b)Leasing Procedures. The leasing of Units in the Projects shall conform to the following provisions:

(1)A Co-Owner, including the Developer, desiring to rent or lease a Unit, shall disclose the fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no written lease form will be used, the Co-Owner or Developer shall provide the Association with the name and address of the potential lessee, along with the rental amount and rent due dates under the proposed rental agreement. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-Owner in writing.

(2)Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all written leases and rental agreements shall so state.

(3)If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i)The Association shall notify the Co-Owner by certified mail advising of the alleged violation by the tenant.

(ii)The Co-Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that violation has not occurred.

(iii)If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf of derivatively by the Co-Owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-Owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph 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 Condominium Project.

(4)When a Co-Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-Owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-Owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit to the Association rent otherwise due the Co-Owner, the Association may do either or both of the following:

(i)Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce the notice by summary proceedings.

(ii)Initiate proceedings pursuant to subsection (3) (ii) above.

(c)Restrictions on Amendment. The provisions of this Section 6.2 shall not be amended prior to the transitional control date without the approval of the Developer. Following the transitional control date, the Association may amend this Section 6.2 as provided in Article XI of the Master Deed (or Section 90(4) of the Act). No such amendment shall affect the rights of any lessor or lessee under a written lease or a rental agreement which is otherwise in compliance with this Section 6.2 and executed before the effective date of the amendment, nor shall any such amendment affect any Condominium Unit owned by the Developer so long as it is owned or leased by the Developer.

Section 6.3.

(a)Alterations and Modifications. No Co-Owner shall make alterations in exterior appearance or make structural modifications to his or her Unit (including interior walls through or in which there exist easements for support or utilities), nor make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, including without limitation exterior painting or the erection of satellite dishes, antennas, lights, aerials, awnings, doors, shutters, or other exterior attachments or modifications; provided, that a Co-Owner shall be permitted to display on the exterior of his Unit one American flag not to exceed 3' x 5' (display of additional or different flags shall be subject to reasonable regulation by the Association). No Co-Owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an

Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

(b)Exceptions for Persons with Disabilities. The provisions of subsection (a) above notwithstanding, the Co-Owner of a Unit occupied by, or regularly visited by, a person with a disability may make certain improvements or modifications as follows:

(1)A Co-Owner may make improvements or modification to the Co-Owner's Condominium Unit, including improvements or modifications to Common Elements and to the route from the public way to the door of the Co-Owner's Condominium Unit, at his or her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities who reside in or regularly visit the Unit, or to alleviate conditions that could be hazardous to person with disabilities who reside in or regularly visit the Unit. The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of the Condominium Project. The Co-Owner is liable for the cost of repairing any damage to a Common Element caused by building or maintaining the improvement or modification, unless the damage could reasonably be expect in the normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding any prohibitions or restrictions contained in the Master Deed or these Bylaws, but shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.

(2)An improvement or modification allowed by this subsection (b) that affects the exterior of the Condominium Unit shall not unreasonably prevent passage by other residents of the Condominium Project. A Co-Owner who has made exterior improvements or modifications allowed by this subsection shall notify the Association in writing of the Co-Owner's intention to convey or lease his or her Condominium Unit to another at least 30 days before the conveyance or lease. No more than 30 days after receiving a notice from a Co-Owner under this subsection, the Association may require the Co-Owner to remove the improvement or modification at the Co-Owner's expense. If the Co-Owner fails to give timely notice of a conveyance or lease, the Association at any time may remove or require the Co-Owner to remove the improvement or modification at the Co-Owners expense. However, the Association may not remove or require the removal of an improvement or modification if a Co-Owner intends to resume residing in the Unit within 12 months or a Co-Owner conveys or leases his or her Condominium Unit to a person with disabilities who needs the same type of improvement or modification or who has a person residing with him or her who requires the same type of improvement or modification.

(3)If a Co-Owner makes an exterior improvement or modification allowed under this subsection (b), the Co-Owner shall maintain liability insurance, underwritten by an insurer authorized to do business in this state and naming the Association as an additional insured, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification. The Co-Owner is not liable for acts or omissions of the Association with respect to the exterior improvement or modification and is not required to maintain liability insurance with respect to any Common Element. The Association is responsible for maintenance, repair, or replacement of the improvement or modification only to the extent of the cost

currently incurred by the Association for maintenance, replacement, repair, and replacement of Common Elements covered or replaced by the improvement or modification. All cost of maintenance, repair, and replacement of the improvement or modification exceeding that currently incurred by the Association for maintenance, repair, and replacement of the Common Elements covered or replaced by the improvement or modification shall be assessed to and paid by the Co-Owner of the Unit serviced by the improvement or modification.

(4) Before an improvement or modification allowed by this subsection (b) is made, the Co-Owner shall submit plans and specifications for the improvements or modifications to the Association for review and approval. The association shall determine whether the proposed improvement or modification substantially conforms to the requirements of this subsection (b) and shall not deny a proposed improvement or modification without good cause. If the Association denies a proposed improvement or modification, the Association shall list, in writing the changes needed to make the proposed improvement or modification conform to the requirements of this subsection (b) and shall deliver that list to the Co-Owner. The Association shall approve or deny the proposed improvement or modification not later than 60 days after the plans and specifications are submitted by the Co-Owner proposing the improvements or modifications to the Association. If the Association does not approve or deny submitted plans and specifications within the 60-day period, the Co-Owner may make the proposed improvements or modifications without the approval of the Association. A Co-Owner may bring an action against the Association and the officers and directors to compel those persons to comply with this section if the Co-Owner disagrees with a denial by the Association of the Co-Owner's proposed improvement or modification.

(5) As used in this subsection (b), "persons with disabilities" means an individual whose physical characteristics have a particular relationship to that individual's ability to be self-reliant in the individual's movement throughout, and use of, the building environment, as that term as defined in Section 2a(x) of the Michigan Construction Code, MCL 125.1502a(x).

Section 6.4. Activities, Nuisances. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-Owners of the Condominium, or which may diminish or destroy the reasonable enjoyment of other Units in the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time. Without limiting the scope or application of the foregoing, outdoor spotlights that shine into or otherwise illuminate other Units shall be deemed nuisances, as shall all horns, sirens or other noisemaking devices, whether attached to security systems or otherwise, which go off repeatedly or for an extended period of time. It shall be the responsibility of each Co-Owner whose Unit has such noisemaking devices to arrange for the monitoring and, if necessary, disabling of such noisemaking devices when the Co-Owner is not at home. No outdoor floodlights, sirens, alarms or other noisemaking devices shall be permitted without the prior approval of Developer or the Association, as appropriate. Developer or the Association, as applicable, shall be the final arbiter of whether a particular activity, animal, device or thing is in violation of the foregoing restrictions. No Co-Owner shall do or permit anything to be done or keep or permit to be kept in his or her Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. No Co-Owner shall use or permit any agent, employee, tenant, guest, invitee or family member of that Co-Owner to use anywhere on the Condominium Premises any firearms, air rifles, pellet guns, BB guns, bows and arrows, slingshots, paintball guns or other similar weapons, projectiles or devices.

Section 6.5. Pets. No animals or fowl (other than common household pets) shall be maintained by any Co-Owner; Household pets shall be subject to reasonable restriction by the Association as to size and number. Co-Owners maintaining pets shall exercise such care and restraint of their pets to ensure the pets are not obnoxious or offensive on account of noise (including excessive barking or howling), odor or unsanitary conditions or number of pets. No animal may be kept or bred for any commercial purposes. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept and any Co-Owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefore. Each Co-Owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-Owner. The Association may charge all Co-Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to adopt such reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Association may access fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 6.6. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No unsightly condition shall be maintained on the exterior of any Unit including any patio, porch or deck, and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained only in designated areas at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In no event shall trash or trash receptacles be permitted to remain outside overnight, except in the event of a delayed or cancelled pickup, and then for not more than 24 hours. Neither the Common Elements nor the exterior of any Unit shall be used in any way for the drying, shaking or airing of clothing or other fabrics. No clotheslines shall be permitted. In general, no activity shall be carried on nor condition maintained by a Co-Owner, either in his or her Unit or upon the Common Elements, which is detrimental to the appearance of the Condominiums.

Section 6.7. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motor homes all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles, motorcycles or other private vehicles used primarily for general personal transportation purposes, may be parked or stored upon the premises of the Condominium, unless parked in a garage or other area specifically designated therefore by the Association. All authorized vehicles shall be parked only in garages, driveways or parking spaces, and there shall be no overnight parking in any roadway unless expressly authorized by the Developer or the Association. No inoperable or unlicensed vehicles of any type may be brought or stored upon the Condominium Premises, either temporarily or permanently, except within an enclosed garage. Commercial vehicles and trucks shall not be parked in or about the Condominium, except as above provided or while making deliveries or pickups in the normal course of business. Each Co-Owner shall park his or her vehicle in the garage or parking space provided therefore. No overnight parking shall

be permitted on any of the streets within the Condominium except only as the Association may expressly permit from time to time. Extra vehicles may only be parked on driveways which are appurtenant to particular Units. Co-Owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises, and the Association may require that all authorized vehicles display a window sticker or other parking permit.

Section 6.8. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Development and Sales period, from the Developer.

Section 6.9. Rules and Regulations. It is intended that the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-Owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by the Association, including the period of time prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-Owners.

Section 6.10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit, and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit, and any Limited Common elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-Owner to provide the Association means of access to his or her Unit, and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-Owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage to his or her Unit and any Limited Common Elements appurtenant thereto caused by gaining such access.

Section 6.11. Landscape. No Co-Owner shall perform any landscaping or plant any trees, shrubs, or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association, which may be withheld in the sole discretion of the Association. Any such consent may be conditioned upon requesting Co-Owner assuming complete responsibility for the care, maintenance and replacement of the approved landscaping.

Section 6.12. Common Element Use. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, patios and porches shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

Section 6.13. Co-Owner Maintenance. Each Co-Owner shall maintain his or her Unit and any Limited Common Elements appurtenant thereto for which he or she has maintenance responsibility in a safe, clean and sanitary condition. If at any time a Co-Owner fails or refuses to carry out his obligation to maintain and repair any Limited Common Elements appurtenant to his Unit in a manner consistent with the high standards of the Condominium Project, then the Association shall have the right to cure any such disrepair required by these Bylaws and to charge the cost thereof to the individual Co-Owner upon seven (7) days written notice. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone,

water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or her, or his or her family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article II hereof.

Section 6.14. Reserved Rights of Developer.

(a)Prior Approval by Developer. During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alteration which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and 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, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reason; and in passing upon such plans, specifications, grading or landscaping, he 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 effect the same, and the degree of harmony therefore with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-Owners.

(b)Developers Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Article of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer and Developer may continue to do so during the entire Development and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use. Developer reserves the right to maintain a sign or signs on the Condominium Premises throughout the Development and Sales period that reflects the name of the project and identifies the Developer and/or any affiliate of Developer involved in the project, and any lender providing financing to Developer with respect to the Project.

(c)Enforcement of Condominium Documents. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-Owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain,

repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair, and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws and other Condominium Documents throughout the Development and Sales Period notwithstanding that he may no longer own a Unit in the Condominium, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-Owner from any activity prohibited by these Bylaws.

ARTICLE VII

REMEDIES FOR DEFAULT

Any default by a Co-Owner shall entitle the Association or another Co-Owner or Co-Owners to the following relief:

Section 7.1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

Section 7.2. Recovery of Costs. In any proceeding arising because of an alleged default by the Co-Owner or the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-Owner be entitled to recover such attorneys' fees.

Section 7.3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-Owner arising out of the exercise of its removal and abatement power authorized herein.

Section 7.4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article VIII of these Bylaws.

Section 7.5. Non-waiver of Right. The failure of the Association or of any Co-Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-Owner to enforce such right, provision, covenant or condition in the future.

Section 7.6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies,

nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7.7. Enforcement of Provisions of Condominium Documents. A Co-Owner may maintain an action against the Association and its Officers and directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-Owner may maintain an action against any other Co-Owner for injunctive relief or for damages or any combination thereof for non compliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE VIII

ASSESSMENT OF FINES

Section 8.1. General. The violation by any Co-Owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-Owner. Such Co-Owner shall be deemed responsible for such violations whether they occur as a result of his or her personal actions or the actions of his or her family, guests, tenants or any other person admitted through such Co-Owner to the Condominium Premises.

Section 8.2. Procedures. Upon any such violation being alleged by the Association, the following procedures will be followed:

(a)Notice. Notice of 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 8.3 of these Bylaws.

(b)Opportunity to Defend. The offending Co-Owner shall have an opportunity to appear before the Board of Directors and offer evidence in defense of the alleged violation. The appearance before the Board of Directors 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.

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

(d)Hearing and Decision. Upon 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.

Section 8.3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-Owner or upon the decision of the Association as recited above, the following fines shall be levied:

(a)First Violation: No fine shall be levied.

(b)Second Violation: Such amount as the Association Board of Directors shall determine, but not in excess of a Twenty-five (\$25) fine.

(c)Third Violation: Such amount as the Association Board of Directors shall determine, but not in excess of a Fifty Dollar (\$50) fine.

(d)Fourth Violation and Subsequent Violations: Such amount as the Association Board of Directors shall determine, but not in excess of a One Hundred Dollar (\$100) fine for each violation.

Section 8.4. Collection. The fines levied pursuant to Section 8.3 above shall be assessed against the Co-Owner and the Unit and shall be due and payable on the first day of the following month. Failure to pay any such fine when due will subject the Co-Owner to all liabilities set forth in the Condominium Documents including, without limitations, those described in Article II and Article VII of these Bylaws.

ARTICLE IX

MORTGAGES

Section 9.1. Notice to Association. Any Co-Owner who mortgages his or her Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within sixty (60) days.

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

Section 9.3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

Section 9.4. Notification of Mortgage Foreclosure. A mortgagee seeking to foreclose by advertisement a first mortgage of record held by that mortgagee covering a Condominium Unit shall give written notice to the Association of the commencement of foreclosure by serving upon the Association, within 10 days after the date of first publication, a copy of the published notice of foreclosure required by Michigan's statute governing foreclosure by advertisement. A mortgagee seeking to judicially foreclose a first mortgage of record covering a Condominium Unit shall give written notice to the Association of the mortgagee's intent to commence judicial foreclosure of the first mortgage by serving upon the Association, not less than 10 days before commencement of the judicial action, a notice setting forth the names of the mortgagors, the mortgagee, and if applicable the foreclosing assignee of a record assignment of the mortgage; the date of the mortgage and the date the mortgage was recorded; the amount claimed to

be due on the mortgage on the date of the notice; and a description of the mortgaged premises that substantially conforms with the description contained in the mortgage. The notices required by this Section 9.4 shall be served by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Corporation and Securities Bureau or, if there is no registered address, to the address the Association provides to the mortgagee, if any. The requirements of this Section 9.4 are established in accordance with Section 108(9) of the Act for the protection of the Association and failure of the mortgagee to provide notice as required by this Section 9.4 shall only provide the Association with legal recourse and will not, in any event, invalidate any foreclosure proceeding between a mortgagee and mortgagor.

ARTICLE X

VOTING

Section 10.1. Vote. Except as limited in these Bylaws, each Co-Owner shall be entitled to one vote for each Condominium Unit owed when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit(s) owned by such Co-Owner as set forth in the Article VI of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

Section 10.2. Eligibility to Vote. No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association, until he or she has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Section 13.2 of these Bylaws, no Co-Owner, other than the Developer, shall be entitled to vote prior to the to the date of the First Annual Meeting of members held in accordance with Section 11.2 below. The vote of each Co-Owner may be cast only by the individual representative designated by such Co-Owner in the notice required in Section 10.3 below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding that the Developer may own no Units at some time or from time to time during such periods. After the first Annual Meeting the Developer shall be entitled to one (1) vote for each Unit which he owns. If, however, the Developer elects to designate a Director (or Directors) pursuant to its rights under Section 13.2(c)(1) or (2) hereof, he shall not then be entitled to also vote for the non-developer directors.

Section 10.3. Designation of Voting Representative. Each Co-Owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-Owner. Such notice shall be signed and dated by the Co-Owner. The individual representative designated may be changed by the Co-Owner at any time by filing a new notice in the manner herein provided.

Section 10.4. Quorum. The presence in person or by proxy of thirty-five percent (35%) of the Co-Owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person 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.

Section 10.5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 10.6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority above set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE XI

MEETINGS

Section 11.1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-Owners as may be designated by the Association. Meetings of the Association shall be conducted in accordance with Sturgis Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 11.2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than fifty percent (50%) of the Units of Brewer Town Homes Condominium (determined with reference to the recorded Consolidating Master Deed) have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-Owners of seventy-five percent (75%) in number of all Units that may be created or fifty-four (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. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Association, and at least ten (10) days written notice thereof shall be given to each Co-Owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 11.3. Annual Meeting. Annual meetings of members of the Association shall be held on the second Tuesday of March each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by a ballot of the Co-Owners a Board of Directors in

accordance with the requirements of Article XIII of these Bylaws. The Co-Owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 11.4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-Owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-Owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 11.5. Notice of Meetings. It shall be the duty of the Secretary (or other Association Officer in the secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-Owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-Owner at the address shown in the notice required to be filed with the Association by Section 10.3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 11.6. Adjournment. If any meeting of Co-Owners cannot be held because a quorum is not in attendance, the Co-Owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 11.7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of Officers; (e) reports of committees; (f) appointment of inspectors or election (at annual meetings or special meetings held for the purpose of electing Directors or Officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior Officer of the Association present at such meeting. For purpose of this section, the order of seniority of Officers shall be President, Vice President, Secretary and Treasurer.

Section 11.8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 11.5 above for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirement; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the members specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (1) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (2) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 11.9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waiver, consent or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 11.10. Minutes: Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the president or secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE XII

ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchaser of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-Owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty percent (50%) in number and value of the non-developer Co-Owners petition the Board of Directors for an election to select the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the Co-Owners and to aid in the transition of control of the Association from the Developer to purchaser Co-Owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-Owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-Owners.

ARTICLE XIII

BOARD OF DIRECTORS

Section 13.1. Number and Qualifications of Directors. The Board of Directors shall be comprised of three (3) members, all of whom must be members of the Association or officers, partners, members, trustees, employees or agents of members of the Association, except for the first Board of Directors, which shall consist of one or more directors selected by Developer who need not to be officers, partners, members, trustees, employees or agents of members of the Association. Directors shall serve without compensation.

Section 13.2 Election of Directors.

(a)First Board of Directors. The first Board of Directors, which shall include any successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-Owners to the Board. Elections for non-developer Co-Owner directors shall be held as provided in subsections (b) and (c) below.

(b)Appointment of Non-Developer Co-Owners to Board Prior to first Annual Meeting. No later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-Owners of twenty-five percent (25%) in number of the Units that may be created, at least one of the three (3) directors shall be selected by non-developer Co-Owners. When the required percentage of conveyances have been reached, the Developer shall notify the non-developer Co-Owners and request that they hold a meeting and elect the required Director or Directors, as the case may be. Upon certification by the Co-Owners to the Developer of the Director or Directors so elected the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless such Director is removed pursuant to Section 13.7 below or resigns or becomes incapacitated.

(c)Election of Directors At and After First Annual Meeting.

(1)Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-Owners of seventy-five percent (75%) in number of the Units that may be created, the non-developer Co-Owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least (1) Director as long as the Units that remain to be created and conveyed equal at least ten percent (10%) of all Units that may be created in the Project. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-Owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(2)Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-Owner of a Unit in the Project, the non-developer Co-Owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Subsection 13.2(c)(1) above. Application of this subsection does not require a change in the size of the Board of Directors.

(3)If the calculation of the percentage of members of the Board of Directors that the non-developer Co-Owners have the right to elect under subsection 13.2(c)(2), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-Owners under subsection 13.2(b) results in a right of non-developer Co-Owners to elect a fractional number of members to the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-Owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subparagraph shall not eliminate the right of the Developer to designate one Director as provided in subsection 13.2(c)(1).

(4)At the First Annual Meeting two Directors shall be elected for a term of two (2) years and one Director shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one (1) slate and the two persons receiving the highest number of votes shall be elected for a term of two (2) years and the one person receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either one or two Directors shall be elected depending upon the number of Directors whose term expires. After the First Annual Meeting, the term of office (except for one of the Directors elected at the First Annual Meeting) of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(5)Once the Co-Owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-Owners to elect directors and conduct other business shall be held in accordance with the provisions of Section 11.3 hereof.

Section 13.3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-Owners.

Section 13.4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a)To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(b)To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purpose of the Association.

(c)To carry insurance and collect and allocate the proceeds thereof.

(d)To rebuild improvements after casualty.

(e)To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the condominium Project.

(f)To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (Including any Unit of the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g)To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of seventy-five percent (75%) of all of the members of the Association.

(h)To make rules and regulations in accordance with Section 6.9 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board including, without limitation, an Architectural Control Committee to exercise the architectural control functions reserved or granted to the Association by these Bylaws and/or the Master Deed.

(j) To enforce the provisions of the Condominium Documents.

Section 13.5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 13.3 and 13.4 above, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor, or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon 90-days written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

Section 13.6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom he is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-Owners and shall be filled in the manner specified in Section 13.2(b) above.

Section 13.7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) in number and in value of all of the Co-Owners, and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five percent (35%) requirement set forth in Section 10.4 above. Any Director whose removal has been proposed by the Co-Owners shall be given an opportunity to be heard at a meeting. The Developer may remove and replace any or all of the directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-Owners to serve before the First Annual meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of directors generally.

Section 13.8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be

necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 13.9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least (1) days prior to the date named for such meeting.

Section 13.10. Special Meeting. Special meetings of the Board of Directors may be called by the president on three (3) days notice to each Director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors.

Section 13.11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by such Director of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13.12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon 24-hour prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13.13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transition Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 13.14. Fidelity Bonds. The Board of Directors shall require that all Officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XIV

OFFICERS

Section 14.1. Officers. The principal Officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other Officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a)President. The President shall be the chief executive Officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors and shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among members of the Association from time to time as he or she may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b)Vice President. The Vice President shall take the place of the president and perform his or her duties whenever the President shall be absent or unable to act. If neither the President or the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors

(c)Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association. He or she shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the Secretary.

(d)Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 14.2. Election. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 14.3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed either with or without cause, and his or her successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The Officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 14.4. Duties. The Officers shall have such other duties, powers and responsibilities as shall, from time to time be authorized by the Board of Directors.

ARTICLE XV

SEAL

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The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal" and "Michigan."

ARTICLE XVI

FINANCE

Section 16.1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the common Elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefore. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 16.2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 16.3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon check or order of such Officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XVII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 17.1. To the full extent permitted by law, as the same exists or may hereafter be amended, no volunteer Director or volunteer officer of the Association (as those terms are defined in the Michigan Nonprofit Corporation Act, as amended) shall be personally liable to the Association or its members for monetary damages for breach of the Director's or officer's fiduciary duties. It is specifically acknowledged that prospective or current Directors or officers may be induced to undertake or continue to serve as Directors of the Association in reliance on the provision of this Article XVII, and the provisions hereof shall be a contract right. No repeal, amendment, alteration or modification of this Article XVII shall be effective as to any Director or officer for actions or failures

to act occurring prior to the date of such repeal, amendment, alteration or modification unless such Director shall consent in writing to the applicability thereof in the specific case.

Section 17.2. To the full extent permitted by law, as the same now exists or may hereafter be amended, the Association hereby assumes all liability of a volunteer Director, volunteer officer, or other volunteer for any acts or omissions arising out of their volunteer duties occurring on or after the date of adoption of these bylaws; provided that the volunteer was acting or reasonably believed that he was acting within the scope of his authority, that the volunteer was acting in good faith, that the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct, that the volunteer's conduct was not an intentional tort, and that the volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed under MCL 500.3135.

Section 17.3. To the full extent permitted by law, as the same exists or may hereafter be amended, the Association shall indemnify every person who was or is a party, or is threatened to be made a party, to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, including actions by or in the right of the Association, by reason of the fact that such person is or was a Director, officer, Member, employee, non-director volunteer or agent of the Association against expenses, including attorneys' fees, judgments, penalties. Fines and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit, or proceeding; provided, however, that, except as provided in Section 17.4 hereof, the Association shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Association. The right to indemnification conferred in this Article shall be a contract right, and subject to the limitations set forth above, shall include the right to be paid by the Association the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, the payment of such expenses incurred in advance of the final disposition of a proceeding, shall be made only upon the making of such determinations, and delivery to the Association of such undertakings and affirmations by or on behalf of the person seeking such payment, as required by applicable law, as the same exists or may hereafter be amended. At least ten (10) days prior to payment of indemnification, the Association shall notify all Co-Owners thereof.

Section 17.4. If a claim under Section 17.2 is not paid in full by the Association within ninety days after a written claim has been received by the Association, the claimant may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Association) that the claimant has not met the standards of conduct which make it permissible under applicable law for the Association to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Association. Neither the failure of the Association (including its Board of Directors, independent legal counsel, or its Members) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth by applicable law, nor an actual determination by the Association (including its Board of Directors, independent legal counsel, or its Members) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 17.5. The Association shall have the power, to the extent now or hereafter provided by law, to purchase and maintain insurance in such amounts as it shall deem appropriate on behalf of any person who is or was a Director, officer, Member, employee, non-director volunteer or agent of the capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify the person against the liability covered by such insurance

ARTICLE XVIII

AMENDMENTS

Section 18.1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors acting upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more of the Co-Owners by instrument in writing signed by them.

Section 18.2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 18.3. Voting. These Bylaws may be amended by the Co-Owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) in number and in value of all Co-Owners, which must include the affirmative vote of the Developer during the Development and Sales Period. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of not less than sixty-six and two-thirds percent (66-2/3%) of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held. In no event may the provisions of Section 2.2(d) above, pertaining to the non-liability of Developer and Units owned by Developer for assessments to fund the assertion of claim against Developer, be modified, amended or deleted without the affirmative written approval of Developer.

Section 18.4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without the approval from any other person so long as any such amendment does not materially alter or change the right of a Co-Owner or mortgagee.

Section 18.5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Genesee County Register of Deeds.

Section 18.6. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association, after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XIX

COMPLIANCE

These Bylaws are adopted to comply with the requirements of the Act. The Association and all present or future Co-Owners, tenants, future tenants, or any other person acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XX

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by him to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument of writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Nothing contained in this Article XXI shall be deemed to prohibit the Developer from making a partial assignment of his authority under the Condominium Documents or under law prior to the conclusion of the Development and Sales Period. In the event of such a partial assignment, the assignee or transferee shall exercise only such authority as is assigned thereby, and the Developer shall retain all authority under the Condominium Documents or under law that is not so assigned. Any rights and powers reserved or granted to the Developer or its successors concerning the right to approve and control the administration of the Condominium shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed; provided, that all the foregoing shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII

JUDICIAL PROCEEDINGS AND CLAIMS

Actions on behalf of and against the Co-Owners collectively shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws, the Association may assert, defend or settle claims on behalf of all Co-Owners in connection with the Common Elements of the Condominium. As provided in the Article of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of sixty-six and two-thirds percent (66-2/3%) majority in number and in value of the Co-Owners, and shall be governed by the requirements of this Article XXII. The requirements of this Article XXII will ensure that the Co-Owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of civil actions actually filed by or against the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid waste of the Co-Owners' and the Association's assets if litigation where reasonable and prudent alternatives to the litigation exist. Each Co-Owner shall have standing to sue to enforce the requirements of this Article XXII. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

Section 22.1. Board of Directors' Recommendation to Co-Owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-Owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 22.2 Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-Owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. Written notice to the Co-Owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-Owners not less than twenty (20) days before the date of the meeting. At the litigation evaluation meeting the Board and the Association shall consider and discuss such factors as they may deem relevant including, without limitation, the following:

(a) Whether it is in the best interest of the Association to file a lawsuit.

(b) Whether any effort has been made to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success.

(c) Whether arbitration or other alternative dispute resolution procedures have been investigated.

(d) The relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the number of years the litigation attorney has practiced law and the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, country and court in which each civil action was filed.

(e) The litigation attorney's written estimate of the amount of the Association'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.

(f)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.

(g)The litigation attorney’s proposed fee agreement.

(h)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 Section 22.5.

Section 22.3. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association 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 Co-Owners in the text of the Association’s written notice to the Co-Owners of the litigation evaluating meeting.

Section 22.4. Co-Owner Vote Required. At the litigation evaluation meeting the Co-Owners shall vote on whether to authorize the Board of Directors 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 Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of a sixty-six and two-thirds percent (66-2/3%) majority in number and in value of the Co-Owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 22.5. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Sections 22.1 through 22.9 shall be paid by special assessment of the Co-Owners (“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 sixty-six and two-thirds percent (66-2/3%) majority in number and in value of all Co-Owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-Owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-Owners 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.

Section 22.6. Attorney’s Written Report. During the course of any civil action authorized by the Co-Owners pursuant to this Article and any action in which the Association is a defendant, the retained attorney shall submit a written report (“attorney’s written report”) to the Board of Directors every thirty (30) days setting forth:

(a)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”).

(b) 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.

(c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(d) The costs incurred in the civil action through the data of the written report, as compared to the attorney's estimated total cost of the civil action.

(e) Whether the originally estimate total cost of the civil action remains accurate.

Section 22.7. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss a review:

(a) The status of the litigation;

(b) The status of settlement efforts if any; and

(c) The attorney's written report.

Section 22.8. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors 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 Co-Owners, the Board of Directors shall call a special meeting of the Co-Owners to review the status of the litigation, and to allow the Co-Owners to vote on whether to continue the civil action and increase the litigation special assessment. The determination of to proceed with the litigation and to increase the litigation special assessment shall require the same affirmative vote of sixty-six and two-thirds percent (66-2/3%) majority in number and in value of all Co-Owners as required by Sections 22.4 and 22.5.

Section 22.9. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-Owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE XXIII

SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any

manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenant held to be partially invalid or unenforceable.