

**TYRONE TOWNSHIP
REGULAR BOARD MEETING AGENDA
OCTOBER 20, 2020 – 7:00 P.M.
(810) 629-8631
clerk@tyronetownship.us**

Meetings will now be held in-person at the township hall.

CALL TO ORDER – PLEDGE OF ALLEGIANCE – 7:00 P.M.

ROLL CALL

APPROVAL OF AGENDA – OR CHANGES

APPROVAL OF CONSENT AGENDA

Regular Board Meeting Minutes – October 6, 2020

Treasurer’s Report – September 30, 2020

COMMUNICATIONS

1. Planning Commission Approved Meeting Minutes- July 14, 2020
2. Planning Commission Approved Meeting Minutes- August 11, 2020
3. Planning Commission Meeting Synopsis- October 13, 2020

PUBLIC REMARKS

UNFINISHED BUSINESS

NEW BUSINESS

1. Ledgewood Ravine site condominium master deed amendments.
2. Appointment to the Board of Review.
3. Appointment of Tim Scarberry from ZBA alternate to regular position.
4. Cost increase for IT Right tech services contract.
5. Closed session to discuss pending litigation.

MISCELLANEOUS BUSINESS

PUBLIC REMARKS

ADJOURNMENT

Supervisor Mike Cunningham Clerk Marcie Husted

Please note: The Public Remarks section appears twice on the agenda - once after Communications and once before Adjournment. Anyone wishing to address the Township Board may do so at these times. The Tyrone Township Board of Trustees has established a policy limiting the time a person may address the Township Board at a regular or at a special meeting during the Public Remarks section of the agenda to three minutes. The Board reserves the right to place an issue under the New Business section of the agenda if additional discussion is warranted or to respond later either verbally or in writing through an appropriately appointed Township Official. - Individuals with disabilities requiring auxiliary aids or services should contact the Tyrone Township Clerk at (810) 629-8631 at least seven days prior to the meeting.

CONSENT AGENDA

1. Board Meeting Minutes- October 6, 2020
2. Treasurer's Report September 30, 2020

**TYRONE TOWNSHIP
REGULAR BOARD MEETING
APPROVED MINUTES – OCTOBER 6, 2020**

CALL TO ORDER

Supervisor Cunningham called the meeting of the Tyrone Township Board to order with the Pledge of Allegiance on October 7, 2020 at 7:00 p.m. at the Tyrone Township Hall.

ROLL CALL

Present: Supervisor Mike Cunningham, Treasurer Jennifer Eden (via Zoom video), Clerk Marcella Husted, Trustees Kurt Schulze, David Walker, Chuck Schultz and Herman Ferguson.

APPROVAL OF AGENDA – OR CHANGES

Trustee Walker moved to approve the agenda as amended. (Trustee Schulze seconded.) The motion carried; all ayes. Added New Business #5 Board meeting notice.

APPROVAL OF CONSENT AGENDA

**Regular Board Meeting Minutes- September 15, 2020
Treasurer's Report – August 31, 2020
Clerk's Warrants and Bills – September 30, 2020**

Trustee Walker moved to approve the consent agenda as presented. (Trustee Schultz seconded.) The motion carried; all ayes.

COMMUNICATIONS

- 1. Livingston County Sheriff's Report – August 31, 2020**
- 2. Fire Service Report – August 31, 2020**

Trustee Walker moved to receive and place Communications #12 as presented. (Trustee Schulze seconded.) The motion carried; all ayes.

PUBLIC REMARKS

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

- 1. Quote for office doors and installation.**

Trustee Walker moved to authorize the purchase and installation of new doors for the storage building and office for the cost of \$3,760.00. (Trustee Schultz seconded.) The motion carried; all ayes.

- 2. Holiday office schedule.**

Trustee Schulze moved to approve the business hours for the holiday season as presented. (Trustee Walker seconded.) The motion carried; all ayes.

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APPROVED MINUTES – OCTOBER 6, 2020 – PAGE 2**

3. Zoning Board of Appeals (ZBA) appointments.

Trustee Walker moved to approve the Supervisor's appointment of Garrett Ladd as an alternate member of the ZBA, term expiring August 31, 2023. (Trustee Schultz seconded.) The motion carried; all ayes.

Trustee Walker moved to approve the Supervisor's appointment of Tim Scarberry an alternate member of the ZBA, term expiring August 31, 2022. (Trustee Schulze seconded.) The motion carried; all ayes.

4. Planning Commission appointment.

Trustee Schultz moved to approve the Supervisor's appointment of Steve Krause to the Planning Commission, term expiring August 31, 2021. (Trustee Schulze seconded.) The motion carried; all ayes.

5. Board meeting notice.

Supervisor Cunningham said the latest Covid regulations require a physical quorum, so going forward the board meetings will be in-person at the township hall.

MISCELLANEOUS BUSINESS

None

PUBLIC REMARKS

Greg Carnes requested Board and Planning Commission minutes regarding an issue.

ADJOURNMENT

Trustee Walker moved to adjourn. (Trustee Schultz seconded.) The motion carried; all ayes. The meeting adjourned at 7:19 p.m.

10/8/2020
JMM

TYRONE TOWNSHIP TREASURER'S REPORT
Period ending SEPTEMBER, 2020

| TOWNSHIP FUNDS | Interest Ckg | INVESTMENTS ICS | Int Rate | MICHIGAN CLASS | Int Rate Monthly AVG | FLG PEG CD matures 2/8/21 | Int rate | Grand Totals Each Fund |
|---|-----------------------|-----------------------|-------------|---------------------|-------------------------|------------------------------|-------------|---------------------------------|
| General 101 | \$2,626,390.79 | \$ 436,969.22 | 2.22% | | | | | \$ 3,063,360.01 |
| Tech Fund 141 | \$51,781.85 | \$ 5,000.00 | 2.22% | | | | | \$56,781.85 |
| Building & Site 145 | \$224,849.74 | \$ 7,500.00 | 2.22% | | | | | \$232,349.74 |
| Parks/Recreation 208 | \$5,934.23 | | 0.40% | | | | | \$5,934.23 |
| Liquor Control 212 | \$2,225.85 | | 0.40% | | | | | \$2,225.85 |
| Road 245 | \$4,454.82 | \$ 44,224.80 | 2.22% | \$261,813.22 | 1.00% | | | \$ 310,492.84 |
| Revolving 246 | \$147,678.36 | \$ 97,500.00 | 0.40% | \$192,330.00 | 1.00% | | | \$ 437,508.36 |
| Right of Way 260 | \$21,033.66 | | 0.40% | | | | | \$21,033.66 |
| Peg 274 | \$176,943.28 | | | | | \$ 194,011.50 | 0.25% | \$370,954.78 |
| Lk Tyrone Grant 281 | \$0.00 | | 0.40% | | | | | \$0.00 |
| Special Assessments | | | | | | | | |
| Jayne Hill Lts 218 | \$2,203.93 | | 0.40% | | | | | \$2,203.93 |
| Walnut Shores Lts 219 | \$730.01 | | 0.40% | | | | | \$730.01 |
| Shannon Glen Rubbish 225 | \$3,984.77 | | | | | | | \$3,984.77 |
| Jayne Hill Rubbish Removal 226 | \$16,007.74 | | 0.40% | | | | | \$16,007.74 |
| Apple Orchard Rubbish Removal 227 | \$2,084.34 | | | | | | | \$2,084.34 |
| Silver Lake Rubbish Removal 228 | \$8,967.88 | | | | | | | \$8,967.88 |
| Parkin Lane Snow 231 | \$16,423.64 | | 0.40% | | | | | \$16,423.64 |
| Great Oaks Dr 232 | \$7,935.97 | | 0.40% | | | | | \$7,935.97 |
| Laural Springs Rubbish removal 233 | \$3,955.00 | | | | | | | \$3,955.00 |
| Account Totals | \$3,323,585.86 | \$ 591,194.02 | | \$454,143.22 | | \$ 194,011.50 | | \$ 4,562,934.60 |
| Health Flex Spending 101 | | The State Bank | | | | | | Health Flex Total |
| FSA Account (\$10K Loan to Open) | | \$ 8,806.98 | 0.00% | | | | | \$ 8,806.98 |
| | | | | | | | | \$ 8,806.98 |
| Public Safety- 205 | | | | | | | | |
| Public Safety 205 - State Bank checking | | \$ 381,792.99 | 0.40% | | | | | \$ 381,792.99 |
| Public Safety 205- State Bank Savings | | \$ 6,402.56 | | | | | | \$ 6,402.56 |
| Public Safety 205 - Level One Bank | | \$ 204,938.14 | 0.40% | | | | | \$ 204,938.14 |
| Public Safety ICS- 205 State Bank | | \$ 773,292.46 | 2.22% | | | | | \$ 773,292.46 |
| | | | | | | | | \$ 1,366,426.15 |
| TYRONE TOWNSHIP SEWER 2003- 392 | | | | | | | | |
| | | Flagstar | | | | | | Tyrone Sewer 03 Total |
| Debt Service 392 Flagstar Bank | | \$ 543,035.57 | 0.6% | | | | | \$ 543,035.57 |
| Flagstar CDARS 2003 (matures 10/22/2020)(6527) | | \$ 539,209.18 | 1.50% | | | | | \$ 539,209.18 |
| Flagstar CD 2003 (matures 3/29/2021)(3879) | | \$ 1,000,000.00 | 0.25% | | | | | \$ 1,000,000.00 |
| Flagstar CDARS 2003 Fund Martures 9/16/21)(6978 | | \$ 468,246.15 | 0.20% | | | | | \$ 468,246.15 |
| | | | | | | | | \$ 2,550,490.90 |
| Road Improvements- | | | | | | | | |
| | | Flagstar | | | | | | Road Improvement Total |
| Parkin Lane Rd 2010 (396) | | \$ 18,318.35 | 0.70% | | | | | \$ 18,318.35 |
| Lake Shannon 2018 (399) | | \$ 275,363.02 | 0.70% | | | | | \$ 275,363.02 |
| Laurel springs (400) | | \$ 36,779.28 | 0.70% | | | | | \$ 36,779.28 |
| Irish Hills (401) | | \$ 138,036.71 | | | | | | \$ 138,036.71 |
| CIBC- Parkin Lane CD(matures 11/9/20) | | \$ 127,601.95 | 0.20% | | | | | \$ 127,601.95 |
| | | | | | | | | \$ 596,099.31 |
| SEWER O&M CHECKING ACCT- 590 | | | | | | | | |
| | | Flagstar | | | | | | Sewer O&M Total |
| Sewer Operation and Maintenance CK (5710) | | \$ 183,429.85 | 0.70% | | | | | \$ 183,429.85 |
| Sewer Operation and Maintenance SV (4865) | | \$ 82,610.96 | 1.39% | | | | | \$ 82,610.96 |
| CIBC- O&M CD(matures 8/6/21)(6337) | | \$ 162,426.04 | 0.40% | | | | | \$ 162,426.04 |
| O&M CDARS (matures 8/12/2021)(4312) | | \$ 140,437.10 | 1.65% | | | | | \$ 140,437.10 |
| O&M CDARS (matures 2/9/2021)(4710) | | \$ 146,005.62 | 2.50% | | | | | \$ 146,005.62 |
| | | | | | | | | \$ 714,909.57 |
| TRUST & AGENCY- 701 | | | | | | | | |
| | | Chase | | | | | | Trust & Agency Total |
| Township Trust and Agency 701 Savings | | \$ 1,513.29 | 0.18% | | | | | \$ 1,513.29 |
| Township Trust and Agency 701 Checking | | \$ 7,545.87 | 0.00% | | | | | \$ 7,545.87 |
| | | | | | | | | \$ 9,059.16 |
| | | | | | | | | \$ 5,245,792.07 |
| Total Township Monies | | | | | | | | \$ 9,808,726.67 |

COMMUNICATION #1

Planning Commission Approved Meeting Minutes
– July 14, 2020

1 **TYRONE TOWNSHIP PLANNING COMMISSION**
2 **REGULAR MEETING & PUBLIC HEARING MINUTES**

3 **July 14, 2020 7:00 p.m.**

4 *Note: This meeting was held via electronic remote access, in accordance with the Michigan*
5 *Governor’s Executive Orders 2020-75, 2020-99, and 2020-100.*

6
7
8 **PRESENT:** Mark Meisel, Dave Wardin, Kurt Schulze, Rich Erickson, and Dan Stickel

9
10 **ABSENT:** Bill Wood and Perry Green

11
12 **OTHERS PRESENT:** Tyrone Township Planner Greg Elliott and Tyrone Township Planning &
13 Zoning Administrator Ross Nicholson

14
15 **CALL TO ORDER (7:01 pm):** The meeting was called to order by Chairman Mark Meisel.

16
17 **PLEDGE OF ALLEGIANCE (7:02 pm):**

18
19 **CALL TO THE PUBLIC (7:03 pm):**

20
21 No public comments or questions were received.

22
23 **APPROVAL OF THE AGENDA (7:03 pm):**

24
25 Chairman Meisel suggested removing the meeting minutes from the agenda. Dan Stickel made a
26 motion to remove approval of the meeting minutes from the agenda. Dave Wardin supported the
27 motion. Motion carried by unanimous voice vote.

28
29 **APPROVAL OF THE MINUTES (7:03 pm):**

30
31 Deferred.

32
33 **OLD BUSINESS #1 (7:05 pm): Sign Regulations Update:**

34
35 Chairman Meisel asked Greg Elliott for an update on the status of the sign regulations draft.
36 Greg Elliott indicated that he had not had a chance to work on the draft since the last discussion
37 on the topic. He indicated that he has requested an assistant be assigned to the project to assist in
38 completing the draft.

39
40 *The item was closed at 7:07 pm.*

41
42 **NEW BUSINESS #1 (7:07 pm): Eastin Accessory Structure Floor Area Increase:**

43
44 Chairman Meisel asked if the applicant(s) were present. No response was received. Chairman
45 Meisel brought up the application on his shared screen and summarized the request. He stated
46 that the proposal also included a Zoning Board of Appeals (ZBA) variance request for a detached

47 accessory structure in a side yard location, which had been granted. He explained that the
48 proposed structure in the Planning Commission application is consistent with the drawings that
49 were consistent with those submitted for the ZBA variance. He stated that the neighborhood
50 homeowner's association has indicated that they will require the proposed accessory structure to
51 be designed to look residential in appearance, consistent with Tyrone Township accessory
52 structure standards for the R-1 (Single Family Residential) zoning district.

53
54 The applicants, Dan & Vera Eastin, arrived to the Zoom meeting. Chairman Meisel recapped the
55 proposal. Chairman Meisel asked the applicants if they had any comments to add. Dan Eastin
56 stated that he has talked to a number of neighbors regarding his proposal. He stated that many of
57 those neighbors he spoke to had detached accessory structures that are around eight hundred
58 (800) square feet in size, which they believed to be too small for their single-family residences.
59 He indicated that none of the neighbors opposed his proposal. He stated that he would intend to
60 use the structure for storage of his family's belongings so they are secure and not stored outdoors
61 where they would be exposed to the elements.

62
63 Chairman Meisel read through the Zoning Ordinance standards pertaining to the proposal. He
64 indicated that he believes all requirements to have been met by the applicants. He asked the
65 Planning Commission if they had any questions or comments. Dan Stickel commented, stating
66 that he believes the applicants have met the requirements.

67
68 *The item was closed at 7:24 pm.*

69
70 **NEW BUSINESS #2 (7:25 pm): Bombe Accessory Structure Floor Area Increase:**

71
72 Chairman Meisel brought up the application on his shared screen and summarized the request.
73 He asked the applicants in attendance, Nicholas & Nicole Bombe, if they could explain the
74 request.

75
76 *There were some brief connectivity issues with Zoom making it difficult to hear the applicants.*
77 *The connection issues were resolved following some troubleshooting.*

78
79 Nicholas and Nicole Bombe summarized the request. They indicated that they were hoping to
80 receive approval for a gambrel-style roof to better accommodate their needs for storage.
81 Chairman Meisel stated that a gambrel roof is a question of style. He indicated that the type of
82 roof on a detached accessory structure would fall under the general architectural standards,
83 which would require the accessory structure to be residential in appearance. He stated that the
84 most important part of the architectural design standards is they type and style of siding used.
85 Nicholas Bombe indicated that the proposed structure would be sided and painted to match the
86 dwelling. The Planning Commission briefly discussed the question of whether or not a gambrel
87 roof could be considered to be residential in appearance. Nicholas Bombe pointed out that a
88 neighboring dwelling has a gambrel-style roof, as well as a number of other dwellings and
89 accessory structures in the area. Chairman Meisel brought up Google Street View on the shared
90 screen. The Planning Commission continued discussion. The general consensus was that a
91 gambrel-style roof on the proposed accessory structure would likely be compatible with existing
92 adjacent residential development.

93
94 *The item was closed at 7:36 pm.*

95
96 *Chairman Meisel temporarily recessed the regular meeting and opened the Public Hearing at*
97 *7:36 pm.*

98
99 *Chairman Meisel read from the Public Hearing Notice:*

100 *“Notice is hereby given the Tyrone Township Planning Commission will hold a Public Hearing on Tuesday, July 14,*
101 *2020, beginning at 7:30 p.m. via Zoom teleconference. Information to join this meeting will be posted to the*
102 *township’s website prior to the meeting. The purpose for the Public Hearing is:*

103
104 *1. To receive public comments regarding a request by Daniel & Vera Eastin for an increase in the permitted*
105 *accessory building floor area up to a maximum of 1,200 square feet (reference Section 21.02.G), subject to*
106 *compliance with the percent lot coverage and placement standards in Article 20, Schedule of Regulations, located at*
107 *9616 Longmeadow Street, Fenton, Michigan 48430, Parcel ID: 4704-04-102-005. The property is zoned R-1,*
108 *Single Family Residential.*

109
110 *2. To receive public comments regarding a request by Nicholas & Nicole Bombe for an increase in the*
111 *permitted accessory building floor area up to a maximum of 1,200 square feet (reference Section 21.02.G), subject*
112 *to compliance with the percent lot coverage and placement standards in Article 20, Schedule of Regulations, located*
113 *at 9383 Bennett Lake Road, Fenton, Michigan 48430, Parcel ID: 4704-05-202-020. The property is zoned R-1,*
114 *Single Family Residential.”*

115
116 **PUBLIC HEARING #1 (7:38 pm): Eastin Accessory Structure Floor Area Increase**

117
118 Chairman Meisel asked the Planning Commission if they had any questions pertaining to the
119 request or additional items to review. Dave Wardin asked the applicants for verification that
120 they plan to match the design of their dwelling in terms of roofing and siding. Dan Eastin
121 confirmed.

122
123 Dan Eastin asked if it would be possible to change the design of his proposed structure to utilize
124 a gambrel-style roof to accommodate for additional storage. Chairman Meisel stated that a
125 potential challenge is that there may not be any existing adjacent development with gambrel-
126 style roofs. Dan Eastin indicated that there is a structure across the street with a gambrel-style
127 roof. Chairman Meisel brought up an aerial image and identified the structure in question. Dan
128 Eastin indicated that the structure is around 800 square feet in floor area, but the style of roof
129 accommodates additional storage above.

130
131 Chairman Meisel addressed the Planning Commission. He stated that, in order to answer the
132 applicant’s question on whether or not a gambrel roof would be acceptable on the proposed
133 accessory structure, they may need to obtain consent from the homeowner’s association
134 regarding the architectural design of the proposed structure. He asked the Planning Commission
135 if they had any thoughts or comments. Dave Wardin indicated that he agrees that the proposed
136 structure with a gambrel roof could be considered residential in appearance and compliant with
137 the Zoning Ordinance standards as long as the homeowner’s association grants consent. Kurt
138 Schulze agreed with Dave Wardin’s statement. Dave Wardin stated that there are only around
139 three (3) or so other single-family residences that would be typically have a view of the proposed
140 accessory structure because the subject property is located at the end of a cul-de-sac. Dan Eastin

141 indicated that he does not believe the homeowner's association would have any objection to
142 using a gambrel-style roof on the proposed structure.

143
144 Chairman Meisel asked the Planning Commission and Planner whether or not they had any
145 additional questions or comments. Greg Elliott indicated that he agrees with Dave Wardin's
146 statement that consent from the homeowner's association should be granted prior to Township
147 approval of a gambrel-style roof on the proposed accessory structure.

148
149 Chairman Meisel opened the floor to public questions or comments regarding the request. No
150 public questions or comments were received. Chairman Meisel asked if any written
151 communications were received regarding the request. Ross Nicholson indicated that no
152 additional communications were received.

153
154 Rich Erickson asked for clarification on whether the Planning Commission was making a
155 decision on the design of the structure as depicted on the drawings or a modified structure with a
156 gambrel-style roof. Dan Eastin indicated that he would like a decision on the structure as
157 proposed and possibly make a decision on a modified design at a later date. Dave Wardin
158 suggested possibly making the decision on the structure as proposed and contingent approval for
159 the modified design with gambrel roof pending approval from the homeowner's association.
160 Chairman Meisel agreed that a conditional approval on a modified design would be the best
161 route so an additional public hearing would not be required if the applicants choose to use a
162 gambrel roof.

163
164 Chairman Meisel asked the Planning Commission if they had any additional questions or
165 comments pertaining to the application. No questions or comments were received.

166
167 *The item was closed at 7:47 pm.*

168
169 **PUBLIC HEARING #2 (7:47 pm): Bombe Accessory Structure Floor Area Increase**

170
171 Chairman Meisel brought up the application documents on the shared screen. He asked the
172 Planning Commission and Planner whether they had any questions or comments regarding the
173 application. Kurt Schulze asked if there would be a new driveway approach or extension of the
174 existing driveway to the proposed structure. Nick Bombe indicated that there was no plan to
175 modify the driveway in the immediate future. He stated that the purpose of the structure would
176 be for storage of boats, trailers, etc., so they can park their personal vehicles in the attached
177 garage.

178
179 Chairman Meisel asked if there were any additional questions or comments from the Planning
180 Commission or Planner. Greg Elliott asked if there was any active homeowner's association that
181 has architectural control over the subject property. Nick Bombe indicated that there is no
182 homeowner's association with jurisdiction over his property that he is aware of. Chairman
183 Meisel confirmed that there is no known association in the area with jurisdiction.

184
185 Chairman Meisel opened the floor to public questions or comments. No questions or comments
186 were received. Chairman Meisel asked if any additional written communications had been

187 received regarding the request. Ross Nicholson indicated that he had not received any written
188 communications. He stated that he had received several inquiries regarding the request
189 following the public hearing notifications, to which he indicated that if they would like to submit
190 any public comments or questions they may do so in writing prior to the meeting or during the
191 public hearing. Chairman Meisel asked Ross Nicholson if he had received any verbal opposition
192 or concerns regarding the request. Ross Nicholson indicated that the calls he had received were
193 general inquiries on the proposal and requirements for approval and no opposition was
194 expressed.

195
196 Chairman Meisel asked the Planning Commission and Planner if they had any additional
197 questions or comments. Dave Wardin asked for confirmation that the proposed structure would
198 be designed to match the house. Nick Bombe indicated that the structure would have metal
199 siding painted to match the exterior of the dwelling and the roof would also be designed and
200 shingled to match the dwelling. Chairman Meisel asked if the metal siding is of an industrial
201 “V” type or substantially similar to the vinyl siding on the dwelling. Nick Bombe indicated that
202 he has not actually seen the siding in-person, however he believed it to be more residential than
203 industrial in appearance. He added that the design of the siding would be substantially similar to
204 the siding of the detached accessory structure two properties over, which had previously been
205 approved by the Planning Commission.

206
207 Chairman Meisel asked if there were any additional public questions or comments. None were
208 received.

209
210 *The item was closed at 7:53 pm.*

211
212 **NEW BUSINESS #1 (7:54 pm): Eastin Accessory Structure Floor Area Increase:**

213
214 Chairman Meisel summarized the request. He indicated that there is some additional information
215 resulting from the public hearing, specifically a proposal by the applicant to potentially utilize a
216 gambrel-style roof on the proposed accessory structure to accommodate additional storage space.
217 He stated that the Planning Commission has identified a structure in the immediate area with a
218 gambrel-style roof. He stated that the ZBA variance approval and consent from the
219 homeowner’s association is based on the current proposed design without a gambrel roof. He
220 suggested that, as long as the Planning Commission is agreeable to a modified design, and
221 consent/approval is granted by the homeowner’s association for the modified design, they should
222 be able to approve the structure. Dan Stickel indicated that he has no objection to the modified
223 roof design. Kurt Schulze stated that he would like the Planning Commission to review
224 drawings of the modified design before granting final approval. Chairman Meisel stated that
225 with a conditional approval, the applicants would be required to submit the modified drawings to
226 the Township with the approval of the homeowner’s association, which could then be reviewed
227 administratively by the Planning Commission Subcommittee prior to granting final approval.

228
229 Dan Eastin indicated that he has been looking into gambrel-style roofs and is having difficulty
230 finding a way that it would work with the structure he is proposing. He stated that he would not
231 want the structure towering over the dwelling solely to accommodate additional storage.
232 Chairman Meisel indicated that it would be possible for the Planning Commission to grant

233 conditional approval for the modified design as well as approval of the proposed design just in
234 case he finds a way to make the roof work for the structure.

235
236 Dave Wardin made a motion to conditionally approve the Eastman accessory structure floor area
237 increase from 800 square feet to 1,200 square feet in accordance with Section 21.02.G of the
238 Zoning Ordinance and the variance granted by the Tyrone Township ZBA on June 22nd, 2020.
239 The structure is required to be sided and roofed in a manner similar to the existing residence on
240 the property. If the proposed roof design is to change, the HOA shall submit a revised approval
241 letter and the applicant must submit revised architectural drawings for administrative review and
242 approval by the Zoning Administrator or the Planning Commission Subcommittee via email.
243 Kurt Schulze supported the motion. Motion carried by unanimous voice vote.

244
245 *The item was closed at 8:00 pm.*

246
247 **NEW BUSINESS #2 (8:01 pm): Bombe Accessory Structure Floor Area Increase:**

248
249 Chairman Meisel summarized the application. He indicated that there is not an active
250 homeowner’s association having architectural control associated with the subject property, there
251 is no new driveway or extension of the existing driveway proposed, and grey metal siding is
252 proposed with a vertical orientation. He stated that there are similar gambrel-style roofs in the
253 area so the proposed design could be considered to be compatible with existing adjacent
254 development. Dan Stickel stated that there is a detached accessory structure of a similar size two
255 properties down from the subject property which is also sided with vertical metal siding.

256
257 Chairman Meisel asked the Planning Commission and Planner if they had any additional
258 questions or comments. None were received.

259
260 Dan Stickel made a motion to approve the proposed increase in accessory structure floor area
261 from 800 square feet to 1,200 square feet to build 30’ by 40’ accessory structure at 9383 Bennett
262 Lake Road in accordance with Section 21.02.G of the Zoning Ordinance as depicted in the
263 application drawings. Dave Wardin supported the motion. Motion carried by unanimous voice
264 vote.

265
266 *The item was closed at 8:05 pm.*

267
268 **NEW BUSINESS #1 (8:05 pm): MMMA Caregiver Regulations:**

269
270 Chairman Meisel brought up the latest version of draft amendments to the MMMA (Michigan
271 Medical Marihuana Act) caregiver regulations on the shared screen. He briefly explained the
272 history of the draft amendments. He indicated that several years ago, the proposed amendments
273 were drafted in an attempt to correct some potential compatibility issues with medical marijuana
274 caregiver operations in the FR (Farming Residential) zoning district. He stated that, during the
275 amendment process prior to adoption of the proposed text, the Michigan Court of Appeals made
276 a decision that effectively said municipalities could not regulate caregiver operations. He stated
277 that, based on the court decision, the Township decided not to move forward with the adoption of
278 the proposed amendments as drafted. He stated that, since that time, the Michigan Supreme

279 Court has ruled that local municipalities can control MMMA caregiver operations in accordance
280 with the Michigan Zoning Enabling Act (MZEA). He stated that he has recently reach out to the
281 Township Board to see whether or not they would like the Planning Commission to resume work
282 on the draft amendments, to which they indicated yes.

283
284 Chairman Meisel asked the Planning Commission if they had any questions or comments. Kurt
285 Schulze asked if there is any reason that the Planning Commission can simply restart the
286 amendment process with the draft amendments as they are currently written. Chairman Meisel
287 stated that it is possible that the Planning Commission could proceed with the amendments as
288 proposed, but feels it would be beneficial to read through and discuss since almost two years
289 have passed since the initial amendment process.

290
291 Chairman Meisel read through the proposed amendments. The Planning Commission and Greg
292 Elliott discussed the proposed amendments based on the latest Supreme Court decision. Greg
293 Elliott explained that, since recreational marijuana use has been legalized and retail facilities
294 have been approved, most qualifying medical marijuana patients can more easily obtain
295 medication than they previously could under the MMMA. He stated that the demand for
296 caregiver operations has significantly decreased since the draft amendments were initially
297 proposed several years ago. Kurt Schulze asked Greg Elliott if proceeding with the proposed
298 amendments would be a waste of time if there is no real demand for caregiver operations. Greg
299 Elliott indicated that it is not likely that anyone would be interested in applying for a caregiver
300 special land use, however, it is possible that someone may. He indicated that it may be
301 beneficial to continue through the amendment process since most of the work has already been
302 done. Ross Nicholson indicated that he had not received any inquiries regarding caregiver
303 operation special land uses since adult recreational use had been legalized.

304
305 Discussion amongst the Planning Commission continued. The Planning Commission reached a
306 consensus that they might as well continue through with the amendment process since the
307 majority of the work has already been completed. Chairman Meisel suggested that the Planning
308 Commissioners and Greg Elliott read through the proposed text to ensure the text is still
309 appropriate due to the amount of time that had elapsed since the initial amendment process had
310 taken place. Chairman Meisel asked Greg Elliott whether or not the draft text would need to be
311 re-sent to the Livingston County Planning Commission for review. Greg Elliott suggested that
312 they hold a new public hearing for the proposed amendments and re-send to the Livingston
313 County Planning Commission for review. Dave Wardin asked if they should schedule the public
314 hearing now wait until the Planning Commission and Greg Elliott has read through the proposed
315 text again. Chairman Meisel suggested scheduling the public hearing for the next available
316 meeting. Discussion amongst the Planning Commission and Greg Elliott continued.

317
318 The Planning Commission determined that they would schedule a public hearing for the
319 proposed amendments for the August 11, 2020 meeting. Chairman Meisel asked if there were
320 any additional questions or comments. None were received.

321
322 *The item was closed at 8:52 pm.*

323 **MISCELLANEOUS BUSINESS #1 (8:52 pm): Next Workshop Meeting:**

324

325 A workshop meeting was scheduled for July 22, 2020, beginning at 6:00 pm.

326

327 **CALL TO THE PUBLIC (9:03 pm):**

328

329 No public comments or questions were received.

330

331 *The meeting was adjourned at 9:04 pm.*

COMMUNICATION #2

Planning Commission Approved Meeting Minutes
– August 11, 2020

1 **TYRONE TOWNSHIP PLANNING COMMISSION**
2 **REGULAR MEETING & PUBLIC HEARING MINUTES**

3 **August 11, 2020 7:00 p.m.**

4 *Note: This meeting was held via electronic remote access, in accordance with the Michigan*
5 *Governor’s Executive Orders 2020-75, 2020-99, and 2020-100.*

6
7
8 **PRESENT:** Mark Meisel, Dave Wardin, Kurt Schulze, Rich Erickson, and Dan Stickel

9
10 **ABSENT:** Bill Wood and Perry Green

11
12 **OTHERS PRESENT:** Tyrone Township Planner Greg Elliott and Tyrone Township Planning &
13 Zoning Administrator Ross Nicholson

14
15 **CALL TO ORDER (7:05 pm):** The meeting was called to order by Chairman Mark Meisel.

16
17 **PLEDGE OF ALLEGIANCE (7:05 pm):**

18
19 **CALL TO THE PUBLIC (7:06 pm):**

20
21 No public comments or questions were received.

22
23 **APPROVAL OF THE AGENDA (7:06 pm):**

24
25 Kurt Schulze made a motion to approve the agenda as presented. Dave Wardin supported the
26 motion. Motion carried by unanimous voice vote.

27
28 **APPROVAL OF THE MINUTES (7:08 pm):**

29
30 **May 20, 2020 Regular Meeting Minutes:**

31
32 The draft minutes were reviewed. Minor revisions were made. Dave Wardin made a motion to
33 approve the 05/20/2020 Regular Meeting Minutes as amended. Dan Stickel supported the
34 motion. Motion carried by unanimous voice vote.

35
36 **June 9, 2020 Regular Meeting Minutes:**

37
38 The draft minutes were reviewed. Dave Wardin made a motion to approve the 06/09/2020
39 Regular Meeting Minutes as presented. Kurt Schulze supported the motion. Motion carried by
40 unanimous voice vote.

41
42 **June 24, 2020 Regular Meeting & Public Hearing Minutes:**

43
44 The draft minutes were reviewed. Minor revisions were made. Dan Stickel made a motion to
45 approve the 06/24/2020 Regular Meeting & Public Hearing Minutes as amended. Kurt Schulze
46 supported the motion. Motion carried by unanimous voice vote.

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July 1, 2020 Regular Meeting Minutes:

The draft minutes were reviewed. Minor revisions were made. Dave Wardin made a motion to approve the 07/01/2020 Regular Meeting Minutes as amended. Dan Stickel supported the motion. Motion carried by unanimous voice vote.

Chairman Meisel recessed the regular meeting and opened the public hearing at 8:12 pm.

PUBLIC HEARING #1 (8:12 pm): MMMA Caregiver Regulations:

Chairman Meisel read the public hearing notice for the proposed MMMA caregiver regulation amendments:

“Notice is hereby given the Tyrone Township Planning Commission will hold a Public Hearing on Tuesday, August 11, 2020, beginning at 7:30 p.m. via Zoom teleconference. Information to join this meeting will be posted to the township’s website prior to the meeting. The purpose for the Public Hearing is:

*To receive public comments regarding proposed amendments to Zoning Ordinance #36:
1. Article 21, Section 21.55 – Medical Marijuana Uses, to modify requirements for caregiver operations and to include references to recent State of Michigan amendments affecting the MMMA.”*

Chairman Meisel brought up the proposed amendments draft documents on his shared screen for discussion. He read through the proposed amendments. The Planning Commission discussed the proposed text. Chairman Meisel discussed with the Planning Commission and Greg Elliott changes to the MMMA and the way it can be regulated based on various court decisions/rulings since the draft was previously recommended for approval to the Township Board. References to “personal use” were deleted from the draft text. Language regarding “qualifying patients” was removed from the draft text. Language regarding security features/requirements for caregiver operations was discussed. Various minor revisions were made for the purpose of consistency with the MMMA based on amendments and court rulings/decisions that had occurred since the draft text was previously reviewed.

Chairman Meisel opened the floor to public questions and comments. No public was in attendance. No public comments or questions were received.

Chairman Meisel closed the public hearing at 8:42 pm.

OLD BUSINESS #1 (8:42 pm): MMMA Caregiver Regulations:

Dave Wardin made a motion to recommend Township Board approval of the proposed MMMA Caregiver Regulation amendments and forward to the Livingston County Planning Commission for review and comment. Dan Stickel supported the motion. Motion carried by unanimous voice vote.

93 The Planning Commission briefly discussed the procedure for Zoning Ordinance text
94 amendments.

95
96 *The item was closed at 8:49 pm.*

97
98 *Dave Wardin made a motion to suspend the order of business and place New Business Item #1,*
99 *Strach Land Division, above all other business items. Kurt Schulze supported the motion.*
100 *Motion carried by unanimous voice vote.*

101
102 **NEW BUSINESS #1 (8:50 pm): Strach Land Division:**

103
104 Chairman Meisel brought up the application on his shared screen and summarized the request.
105 He indicated that the applicant would like to split his property, which was currently a
106 combination of two platted lots, back into two parcels which would result in a configuration
107 similar to the original platted lots with minor modifications.

108
109 Chairman Meisel indicated that the Township Board had amended the Land Division Ordinance
110 without coordinating said amendments with existing requirements in the Zoning Ordinance. He
111 stated that, as a result, there are some requirements that still exist in the Zoning Ordinance that
112 do not apply to the current Land Division Ordinance. He suggested that the Planning
113 Commission review the application for compliance with both ordinances. He indicated that the
114 application was sent to the Planning Commission for review in accordance with the Land
115 Division Ordinance requirement for proposed divisions that would result in a parcel or parcels
116 with a depth to width ratio exceeding four to one (4:1).

117
118 The Planning Commission reviewed the land division application for compliance with all
119 applicable ordinances and the Michigan land Division Act. They determined that the resulting
120 configuration exceeding a 4:1 depth to width ratio would be acceptable based on the original
121 platted configuration of the lots and because it would be substantially similar to the pattern of
122 development and other parcels in the immediate area.

123
124 The Planning Commission made note that there was a grinder pump for residential sanitary
125 sewer shown on the drawing which would be located on the vacant resulting parcel, though it
126 was assumed that the grinder pump was intended to service the existing dwelling on the
127 remainder parcel. They determined that, as a condition for approval, the applicant should
128 coordinate with the Livingston County Drain Commissioners Office (LCDC) and the Livingston
129 Regional Sewer System (LRSS) to resolve the grinder pump location issue they had identified.
130 Discussion amongst the Planning Commission continued.

131
132 Dave Wardin made a motion to recommend Township Board approval of the Strach Land
133 Division, acknowledging that the application is consistent with requirements in Section 20.02.N
134 of the Zoning Ordinance to exceed a 4:1 depth-to-width ratio, conditional upon providing
135 clarification on the location of the grinder pump depicted on the drawings and future sewer
136 connection(s). Kurt Schulze supported the motion. Motion carried by unanimous voice vote.

137
138 *The item was closed at 9:14 pm.*

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MISCELLANEOUS BUSINESS #1 (9:15 pm): Next Workshop Meeting:

A workshop meeting was scheduled for August 19, 2020, beginning at 6:00 pm.

CALL TO THE PUBLIC (9:15 pm):

No public comments or questions were received.

The meeting was adjourned at 9:16 pm.

COMMUNICATION #3

Planning Commission Meeting Synopsis
- October 13, 2020

**TYRONE TOWNSHIP PLANNING COMMISSION
REGULAR MEETING SYNOPSIS**

October 13, 2020 7:00 p.m.

Note: This meeting was held at the Township Hall and via electronic remote access

Present: Kurt Schulze, Dan Stickel, Jon Ward, Steve Krause, and Bill Wood.

Absent: Perry Green & Rich Erickson

Others Present: Ross Nicholson, Greg Elliott, and Danielle Bouchard

APPROVAL OF THE AGENDA:

Approved the agenda as presented.

APPROVAL OF THE MINUTES:

1. 07/14/2020 Regular Meeting & Public Hearing Minutes: Approved as presented.
2. 08/11/2020 Regular Meeting & Public Hearing Minutes: Approved as presented

OLD BUSINESS:

1. Pool Covers: The item was discussed. A public hearing was scheduled for November 10, 2020.
2. MMMA Caregiver Regulations: The item was discussed. The Planning Commission tasked Ross Nicholson with making minor revisions to the draft text and forwarding to the Township Attorney for review.
3. Animal Units: The item was discussed. The Planning Commission tasked Ross Nicholson with making minor revisions to the draft text and animal unit calculation chart to be discussed at a future meeting.

NEW BUSINESS:

None

MISCELLANEOUS BUSINESS:

- 1) Other Business Items: Workshop meeting October 21, 2020 at 6:00 PM

ADJOURNMENT: The meeting adjourned at 7:58 P.M.

NEW BUSINESS #1

Ledgewood Ravine Master Deed Amendments



HARTLAND DEERFIELD FIRE AUTHORITY

FIRE MARSHALS OFFICE

Hartland Area Fire Dept.
3205 Hartland Road
Hartland, MI. 48353-1825

Voice: (810) 632-7676

Fax: (810) 632-2176

E-Mail: jwhitbeck@hartlandareafire.com

October 14, 2020

To: Tyrone Township Board
10408 Center Road
Fenton Road, MI 48430

Re: Ledgewood Ravine Condominiums
Regarding Approved Site Plans
November 1, 2018

Chief Carroll and I met with Mr. Edwards on October 14, 2020, at the owner's request to ensure the project continues to meet or exceed the needs of the Fire Department. The scope of the project from the original set of site plans had significantly changed. The previous requirement, installment of Fire Sprinklers, of the future homes to be built on this road is no longer required. The current, approved site plans dated November 1, 2018, has the length of road substantially shortened to 1100 feet, and the number of homes lowered to only 6 occupancies. With these changes, and upon review and consideration for the Township Ordinance, this project meets the fire departments accessibility needs with the following parameters:

- Width to be established and continuously maintained at or beyond 20'.
- Height to be established and continuously maintained at or above 13'6".
- Maintenance agreement to be added into the Deed to ensure that accessibility is maintained year-round for emergency vehicle access, including snow. If not, it would be caused to be maintained and billed to the owners
- Surface to be established and continuously support an axel weight of 33,000 lbs.
- All addresses serviced off of the drive to be posted and be clearly visible from the centerline of Ledgewood Ravine Way for each driveway and from the centerline of Ledgewood Drive at the connection to Ledgewood Ravine Way.
- The inside turning radius to equal 50' at the cul de sac of Ledgewood Ravine Way.

While not addressing any other Tyrone Township Ordinance/Zoning requirements or actions of the Township, with these contingencies, the fire department recommends approval.

Please contact us with any questions or changes to the application.

Yours In Fire Safety,

A handwritten signature in black ink that reads "Jenn Whitbeck".

Jenn Whitbeck
Fire Inspector

MASTER DEED

LEDGEWOOD RAVINE SITE CONDOMINIUM

A 6 UNIT SITE CONDOMINIUM PROJECT LOCATED IN
TYRONE TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

Tax ID #: _____

Parent Parcel ID #: _____

MASTER DEED
LEDGEWOOD RAVINE SITE CONDOMINIUM

This Master Deed is made and executed on this ____ day of _____, 2018, by LEDGEWOOD RAVINE DEVELOPMENT, LLC, whose address is 7546 Ore Knob Drive, Fenton, MI 48430, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws 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 Site Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer, by recording this Master Deed, hereby establishes LedgeWood Ravine Site Condominium as a Condominium Project under the Act and declares that LedgeWood Ravine Site Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and otherwise utilized, subject to the provisions of the Act, and the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their grantees, successors, heirs, personal representatives and assigns.

**ARTICLE I
OVERVIEW**

The Condominium Project shall be known as LedgeWood Ravine Site Condominium, Livingston County Condominium Subdivision Plan No. _____. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of having its own entrance from and exit to a private roadway serving the Condominium Project. Each Co-Owner in the Condominium Project shall have an exclusive right to the Unit owned by said Co-Owner and shall have an undivided and inseparable right to share with other Co-Owners the General Common Elements, if any, of the Condominium Project.

**ARTICLE II
LEGAL DESCRIPTION**

The land which comprises the Condominium Project established by this Master Deed is located in Tyrone Township, Livingston County, Michigan and is described as follows:

Part of the Northwest Fractional 1/4 of Section 30, T4N-R6E, Tyrone Township, Livingston County, Michigan, more particularly described as follows: Commencing at

the East 1/4 Corner of Section 25, T4N-R5E, Deerfield Township; thence along the Deerfield-Tyrone Township line, N 00°08'50" W, 24.13 feet to the West 1/4 corner of Section 30, T4N-R6E, Tyrone Township; thence continuing along the Deerfield-Tyrone Township line and the centerline of McGuire Road, N 00°08'50" W, 1190.00 feet; thence N 89°51'40" E, 911.00 feet, to the POINT OF BEGINNING of the parcel to be described; thence along the West line of Ledgewood Ravine Trail, a Private Easement for Ingress, Egress and Public Utilities as recorded in Document 2018S-0009 of the Livingston County Records, along the arc of a curve right, 62.35 feet, said curve has a radius of 75.00 feet, a central angle of 47°37'53" and a long chord which bears N 66°19'23" W, 60.57 feet; thence N 85°32'23" W, 500.33 feet; thence N 31°24'02" E, 248.05 feet; thence S 64°47'46" E, 245.24 feet; thence N 05°30'00" E, 311.73 feet; thence along the South line of "LAKE SHANNON #5" a subdivision as recorded in Liber 10 of Plats on pages 11 and 12 of the Livingston County Records, S 84°34'22" E, 240.00 feet (platted as S 84°30'00" E); thence S 01°19'10" E, 399.81 feet; thence along the East line said Ledgewood Ravine Trail, S 00°08'20" E, 58.24 feet; thence along the centerline of said Ledgewood Ravine Trail, N 89°51'40" E, 524.00 feet; thence S 00°08'50" E, 477.76 feet, to a point on a Private Easement for Ingress, Egress and Public Utilities as recorded in Liber 4824, Pages 889 through 901, Livingston County Records; thence N 89°35'54" W, 590.02 feet; thence N 00°08'50" W, 472.19 feet; thence along the Southerly line of said Ledgewood Ravine Trail, S 89°51'40" W, 9.00 feet (previously recorded as S 89°59'00" W) to the Point of Beginning, containing 10.412 acres, more or less, and subject to and including use of Ledgewood Ravine Trail, a Private Easement for Ingress, Egress and Public Utilities, as recorded in Document 2018S-0009 of the Livingston County Records. Also subject to any other easements or restrictions of record.

Bearings were established from the Plat of "LAKE SHANNON #5" a subdivision as recorded in Liber 10 of Plats on pages 11 and 12 of the Livingston County Records.

Together with and subject to easements, restrictions and governmental limitations of record, and the rights of the public or any governmental unit in any part of the subject property taken or used for Ledgewood Ravine Trail or any other street, road or highway purpose. The obligations of the Developer under the foregoing instruments are or shall be assigned to and thereafter performed by the Association on behalf of the Co-Owners. Also subject to the easements established and reserved in Article VI below. Also subject to the Drainage Agreement and Road and Easement Maintenance Agreement described below.

ARTICLE III DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A and B, and are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Ledgewood Ravine Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Ledgewood Ravine. Whenever used in such documents or any other pertinent Instruments, the terms set forth below shall be defined as follows:

Section 3.1 "Act" means the Michigan Condominium Act, Act 59 of the Public Acts of Michigan of 1978, as amended.

Section 3.2 "Association" means the Ledgewood Ravine Site Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-Owners shall be members, and which shall administer, operate, manage and maintain the Condominium Premises. Any action which the Association is required or entitled to take shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3.3 "Board," "Board of Directors" or "Directors" shall mean the board of directors of the Association. The Board of Directors will initially be those individuals selected by the Developer and later it will be elected by the Co-Owners, as provided in the Condominium Bylaws.

Section 3.4 "Bylaws" means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-Owners and which is required by Section 53 of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as allowed under the Michigan Nonprofit Corporation Act.

Section 3.5 "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV below.

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

Section 3.7 "Condominium Premises" means the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Ledgewood Ravine Site Condominium.

Section 3.8 "Condominium Project," "Condominium," "Project," or "Ledgewood Ravine" are used synonymously to refer to Ledgewood Ravine Site Condominium.

Section 3.9 "Condominium Subdivision Plan" means Exhibit B to this Master Deed. The Condominium Subdivision Plan depicts and assigns a number to each Condominium Unit and describes the nature, location and approximate dimensions of certain Common Elements.

Section 3.10 "Consolidating Master Deed" means the final amended Master Deed which shall describe Ledgewood Ravine as a completed Condominium Project and shall reflect all Units and Common Elements therein, and the percentage of value applicable to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Livingston County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Livingston County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

Section 3.11 “Construction and Sales Period” means the period commencing with the recordation of this Master Deed and continuing during the period that the Developer owns (in fee simple, as a land contract purchaser or as an optionee) any Unit in the Project.

Section 3.12 “Co-Owner” means an individual, firm, corporation, partnership, association, trust or other legal entity (or any combination thereof) who or which owns or is purchasing by land contract one or more Units in the Condominium Project. Unless the context indicates otherwise, the term “Owner”, wherever used, shall be synonymous with the term “Co-Owner”.

Section 3.13 “Drainage Agreement” means a certain Agreement For The Establishment Of A County Drain And County Drainage District For The Ledgewood Ravine Site Condominium Located In Section 30 Of Tyrone Township Pursuant To Sections 425 And 433 Of Act No. 40 Of The Public Acts Of 1956, As Amended, dated September 27, 2018, and recorded at the Livingston County Register of Deeds, Document No. 2018R-026307, which burdens the land comprised of the Project, as described in Article II.

Section 3.14 “Developer” means LEDGEWOOD RAVINE DEVELOPMENT, LLC, who has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term “Developer” whenever, however and wherever such terms are used in the Condominium Documents. However, the word “successor” as used in this Section 3.13 shall not be interpreted to mean a “Successor Developer” as defined in Section 135 of the Act.

Section 3.15 “Lake Shannon Association” means the Lake Shannon Association, which is the nonprofit corporation organized under Michigan law of which all Co-Owners shall be members. This membership is in addition to the Co-Owners’ membership in the Association and LRCDF Corporation. The Lake Shannon Association governs the rights and privileges of owners on and around Lake Shannon.

Section 3.16 “LRCDF Corporation” means the LRCDF Operating, Inc., which is the nonprofit corporation organized under Michigan law of which all Co-Owners shall be members, together with all other users of the Ledgewood Ravine Community Drain Field and which shall administer, operate, manage and maintain the Drain Field pursuant to the requirements of the Livingston County Health Department and the Michigan Department of Environmental Quality (“DEQ”).

Section 3.17 “Road and Easement Maintenance Agreement” means a certain Road and Easement Maintenance Agreement, dated _____ and recorded at the Livingston County Register of Deeds, Document No. _____, which burdens the land comprised of the Project, as described in Article II.

Section 3.18 “Township or Tyrone Township” means the Township of Tyrone, located in Livingston County, Michigan.

Section 3.19 “Unit” or “Condominium Unit” each mean a single condominium unit in Ledgewood Ravine, as the same is described in Section 5.1 of this Master Deed and on Exhibit B hereto, and shall have the same definition as the term “Condominium Unit” has in the Act. All structures and improvements now or hereafter located within the boundaries of the Unit, including,

by way of illustration only, dwelling, water well, Septic System and Appurtenances, shall be owned in their entirety by the Co-Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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

ARTICLE IV COMMON ELEMENTS AND OWNER RESPONSIBILITY

Section 4.1 Common Elements. There will be no General Common Elements or Limited Common Elements in this Project. The Project will be served by Ledgewood Ravine Trail, a private road. The Association and its members shall be bound by the Road and Easement Maintenance Agreement to share in the costs associated with this private road.

Section 4.2 Co-Owner Responsibility. It is anticipated that a separate residential dwelling (including attached garage and, perhaps, porches) will be constructed within each Unit depicted on Exhibit B. It is also anticipated that various improvements and structures appurtenant to each such dwelling will or may also be constructed within the Unit, which improvements and structures (collectively, "Appurtenances") may include, but are not limited to, a driveway, well, deck, balcony, patio, atrium, courtyard hot tub, swimming pool, play structure, basketball backboard, lawn, berms, trees, plantings and other landscaping. Except as otherwise expressly provided in this Master Deed or the Bylaws, the responsibility for and the cost of installation, maintenance, decoration, repair, renovation, restoration and replacement of any dwelling and of any Appurtenances within a Unit shall be borne by the Co-Owner of the Unit which is served thereby; provided, however, that the exterior appearance of the dwelling and the Appurtenances, to the extent visible from any other Unit or Common Element within the Project, shall be subject at all times to the prior approval of the Developer or the Association, pursuant to Article XII hereof. Each Co-Owner shall also be responsible for arranging for and paying all costs in connection with the extension of utilities from the mains or such other facilities as are located at the boundary of the Co-owner's Unit to the dwelling or other structures located within the Unit. All costs of electricity, telephone, natural gas, sewer line, storm drainage, cable television, other telecommunications system and any other utility services shall be borne by the Co-Owner of the Unit to which the services are furnished. All utility meters, laterals, leads and other such facilities located or to be located within the Co-Owner's Unit shall be installed, maintained, repaired, renovated, restored and replaced at the expense of the Co-Owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such installation, maintenance, repair, renovation, restoration or replacement.

Section 4.3 LRCDF Corporation. Each Co-Owner shall be required to be a member of LRCDF Corporation, and the first Co-Owner of a Unit shall be required to execute a User Agreement to allow it connect to the Ledgewood Ravine Community Drain Field. The User Agreement shall be provided to the Co-Owner by the Developer or the Association, and it must be executed and recorded by the Co-Owner prior to purchasing a Unit in the Project. The User Agreement is a burden upon each Unit that has recorded such a document, and each successive Co-Owner agrees to be bound by the terms therein and to pay the costs associated therewith. Further, each Co-Owner, by purchasing a Unit in

the Project, acknowledges and agrees that LRCDF LLC, a Michigan limited liability company and the owner of the property where the Drain Filed is located, shall have the right to place a lien on a Co-Owner's respective Unit for failure to pay its respective fees and dues. If a public sewer system is installed in the Lake Shannon Association area and if all properties in the association are required to hook up to the public sewer system, then all Units in Ledgewood Ravine shall be free from their agreement with LRCDF, LLC, once they have hooked up to the public sewer system.

Section 4.4 Drainage District. The Condominium Project is subject to a certain Drainage Agreement with the Livingston County Drain Commissioner for the creation of a drainage district to serve the Project. Each Co-Owner, by purchasing a Unit, acknowledges and agrees that it shall be responsible for all assessments and costs of future operation, inspection, maintenance, and improvement.

Section 4.5 Rules and Regulations. It is intended that the Board of Directors of the Association may adopt rules and regulations from time to time to reflect the needs and desires of the majority of the members of the Association. Reasonable regulations consistent with the Act, this Master Deed and the Bylaws concerning the use of the property may be adopted and amended from time to time by any Board of Directors. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-Owner. Any rules and regulations adopted by the Association shall not limit Developer's construction, sales or rental activities.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines, together with all Appurtenances located within such Unit boundaries.

Section 5.2 Percentage of Value. The percentage of value for each Unit shall be equal. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units that affect the allocation of percentages of value. The percentage of value assigned to each Unit shall be determinative of each Co-Owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each Co-Owner in the proceeds and expenses of the Association's 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%.

ARTICLE VI EASEMENTS

Section 6.1 Easement for Utilities and Maintenance of Encroachment. In the event any portion of a Unit (or dwelling or Appurtenances constructed therein) or Common Element (or Appurtenances constructed therein) encroaches upon another Unit or Common Element due to shifting, settling or moving of the dwelling, or due to survey errors, construction deviations, replacement, restoration or repair, or due to the requirements of the Livingston County Health Department, reciprocal easements shall exist for such encroachment, and for the installation, maintenance, repair, restoration and

replacement of the encroaching property dwelling. In the event of damage or destruction, there shall be easements to, through, under and over those portions of the land and dwellings, associated therewith for the continuing maintenance, repair, renovation, restoration and replacement of all utilities in the Condominium.

Section 6.2 Easements Retained by Developer.

(a) *Utility Easements.* The Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, and all future owners of any land contiguous to the Project, easements to enter upon the Condominium Premises to utilize, tap, tie into, extend and enlarge and otherwise install, maintain, repair, restore, renovate and replace all utility improvements located within the Condominium premises, including, but not limited to, gas, water, sanitary sewer, storm drains (including retention and detention ponds), telephone, electrical, and cable television and other telecommunications. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors or assigns under this Section 6.2(b), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. Except as otherwise specified in this Master Deed, the Co-Owners of this Condominium shall be responsible from time to time for the payment of a proportion of said expenses (to the extent said expenses are not the responsibility of a governmental agency or public utility), which shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is comprised of the numerator plus all other residential units in the land contiguous to this Condominium that utilize such utility.

(b) *Additional Easements.* The Developer reserves for itself and its successors and assigns, the right, at any time prior to the expiration of the Construction and Sales Period, to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the installation, utilization, repair, maintenance, decoration, renovation, restoration and replacement of rights-of-way, the storm water drainage system, including retention or detention ponds, water wells, Septic Systems, electrical transmission mains and wiring, telephone system, gas distribution system, cable television and other telecommunication system and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. The Developer reserves the right to assign any such easements to governmental units or public utilities or, as to the storm water drainage system, Co-Owners of affected Units, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by the Developer without the consent of any Co-Owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium, by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-Owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint the Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 6.3 Grant of Easements by Association. The Association, acting through its Board of Directors, shall be empowered and obligated to grant such easements, licenses, rights-of-entry and

rights-of-way over, under and across the Condominium Premises as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes, subject, however, to the approval of the Developer during the Construction and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

Section 6.4 Easements for Maintenance, Repair, Restoration, Renovation and Replacement. The Developer, the Association and all public and private utilities and public authorities responsible for publicly dedicated roads shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, decoration, renovation, restoration or replacement responsibilities which any of them are required or permitted to perform under the Condominium documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice, for purposes of inspecting the dwelling constructed on a Unit to ascertain that they have been designed and constructed in conformity with standards imposed and/or specific approvals granted by the Developer (during the Construction and Sales Period) and thereafter by the Association.

Section 6.5 Telecommunications Agreements. The Association, acting through its Board of Directors and subject to the Developer's approval during the Construction 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 or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association, through its Board of Directors, enter into any contract or agreement or grant any easement, license or right-of-entry or do any other act 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 any telecommunications related equipment or improvements 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 6.6 Easements For Storm Water Drainage, Storm Water Retention Areas and Storm Water Drainage System. There shall exist easements over all Units for purposes of providing storm water drainage and retention areas, access and maintenance as designated on the Condominium Subdivision Plan. Each Co-Owner at the time of construction of a Unit will create a final grad to accommodate the areas designated for drainage as indicated on Exhibit B attached hereto. In order to provide assurances that the storm water drainage designated for the Condominium Premises shall remain unimpeded no Co-Owner shall in any way disturb the grade or otherwise modify the areas within such easements. Each Co-Owner shall, however, be solely responsible for installing, maintaining, repairing and replacing landscaping materials located within any open storm drainage easement areas lying within such Co-Owner's Unit except as the same may be disturbed by the actions of the Association or any public agency having jurisdiction in which event the Association or the public agency, as the case may be, shall repair and/or replace any landscaping materials disturbed by their respective activities.

Section 6.8 Association Assumption of Obligations. The Association, on behalf of the Co-Owners, shall assume and perform all of the Developer's obligations under any easement pertaining to the Condominium Project or Common Elements.

Section 6.9 Emergency Vehicle Access Easement. An easement is hereby granted for the benefit of the Township and any emergency service agency over the roadways located throughout the Project for use by the Township and/or emergency vehicles. This easement shall be for purposes of ingress and egress to provide, without limitation, for fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any roads or driveways to the public.

Section 6.10 Termination of Easements. Developer reserves the right to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

ARTICLE VII AMENDMENT

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended with the consent of two-thirds of the Co-Owners except as hereinafter set forth:

Section 7.1 Co-Owner Consent. Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Co-Owners, mortgagee of such Unit and Tyrone Township.

Section 7.2 By Developer. In addition to the rights of amendment provided to the Developer in the various Articles of this Master Deed, the Developer may, within two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-Owner, mortgagee or any other Person, amend this Master Deed and the Condominium Subdivision plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-Owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-Owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 7.3 Change in Value of Vote, Maintenance Fee and Percentages of Value. The value of the vote of any Co-Owner and the corresponding proportion of common expenses assessed against

such Co-Owner shall not be modified without the written consent of such Co-Owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except as provided in Article V, Section 3.6(c) of the Bylaws and except as provided in Article V, Article VI, Article VII, Article VIII, Article IX and Article X of this Master Deed.

Section 7.4 Mortgagee Approval. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee, in which event two-thirds of the mortgagees shall approve such Amendment. Each mortgagee shall have one (1) vote for each mortgage held. The provisions of this Section 7.4 shall not apply to the individuals referenced in Section 7.7 below.

Section 7.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-Owners.

Section 7.6 Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of the Developer.

Section 7.7 Health Department Restrictions. The provisions of the Master Deed contained in Section 11.1 may not be changed, altered or amended without written approval of the Livingston County Health Department.

Section 7.8 Township Rights. Any amendment to this Master Deed which affects the conditions imposed on the Condominium by the Township of Tyrone or the rights of the Township, shall require the prior written consent of the Township.

ARTICLE VIII DEVELOPER'S RIGHT TO USE FACILITIES

The Developer, its agents, representatives, employees, successors and assigns may, at all times that Developer continues to own any Units, maintain offices, model Units, parking, storage areas and other facilities within the Condominium Project and engage in such other acts as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of Units in the Condominium Project. In connection therewith Developer shall have full and free access to all Common Elements and unsold Units.

ARTICLE IX ASSIGNMENT

Subject to the provisions of the Land Contract, 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 the Developer to and assumed by any other entity or the Association. Any such assignment or transfer

shall be made by appropriate instrument in writing duly recorded in the office of the Livingston County Register of Deeds.

ARTICLE X MODIFICATION OF UNITS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units in the Project may be modified and the boundaries relocated in accordance with Section 48 of the Act and this Article X; such changes in the affected Unit or Units shall be promptly reflected in duly recorded Amendment or Amendments to this Master Deed.

Section 10.1 Modification of Units or Common Elements. The Developer may, in its sole discretion, and upon approval of the Township, and without being required to obtain the consent of any person whatsoever (including Co-Owners and mortgagees of Units), except for Township approval, modify the size, location, or configuration of Units or General Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments hereof. Any such modifications by the Developer shall be effective upon the recordation of an amendment to the Master Deed. In addition, the Developer may, in connection with any such amendment, re-adjust percentages of value for all Units in a manner which gives reasonable recognition to such Unit modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 10.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 10.2 Relocation of Boundaries of Units or Common Elements. The Developer reserves the right during the Construction and Sales Period, upon approval of site plan amendment by the Township, and without the consent of any other Co-Owner or any mortgagee of any Unit, to relocate any boundaries between Units where the Units are located adjacent to each other. Such relocation of boundaries of Unit(s) shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns. In the event an amendment is recorded in order to accomplish such relocation of boundaries of Units, the amendment shall identify the relocated Unit(s) by Unit number(s) and, when appropriate, the percentage of value as set forth herein for the Unit(s) that have been relocated shall be proportionately allocated to the adjusted Unit(s) in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment to this Master Deed. The precise determination of the readjustments and percentages of value shall be within the sole judgment of Developer. However, the adjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be

deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 10.2 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of Units which the Developer determines are necessary in Connection with any such amendment. All such interested persons irrevocably appoint the Developer as agent and attorney for the Purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its Exhibits.

ARTICLE XI RESTRICTIONS

Section 11.1 Livingston County Health Department Restrictions. The following restrictions placed on Ledgewood Ravine by the Livingston County Health Department are contained in a letter of preliminary approval dated August 15, 2018.

(a) No unit shall be used for other than a single family dwelling. There shall be no future subdividing of any building units which would utilize individual onsite sewage disposal and/or water supply systems.

(b) Ledgewood Ravine has been approved for 6 individual Units as described in Livingston Engineering's Site Plan, Job No. 04182-5, dated February 21, 2017. The wells and septic mains shall be located in the exact area as indicated on the preliminary site plan. There shall be no deviations to these locations due to the potential of making neighboring building sites un-buildable. If for any reason modifications to the originally approved septic area are desired by a Co-Owner, including septic mains, said Co-Owner shall submit a written request along with an application for soil evaluation and the associated fees to the Livingston County Department of Public Health for review and approval.

(c) All wells shall be drilled by a licensed Michigan well driller and be drilled to a depth that will penetrate a minimum of a 10 foot impervious clay layer and/or shall maintain a minimum of 50 ft from the static water level to the bottom of the casing or top of the screen in an unconfined formation.

(d) The test well used to determine onsite water supply adequacy has been drilled on Unit 6. If this well is not intended for use as potable water supplies, it must be properly abandoned according to Part 127, Act 368 of the Groundwater Quality Control Act.

(e) The test wells throughout the project which are not functionable must be abandoned according to Part 127, Act 368, P.A. 1976 of the Groundwater Quality Control Act.

(f) The water softener and/or water conditioning discharge waters shall not be connected or discharged into the onsite sewage disposal system.

(g) All Units must have individual septic tanks, pump tanks, pumps and plate filters meeting the following specifications: each home will be required to have a 1,500 gallon septic tank with a plate type effluent filter, 500 gallon effluent pump tank and semi-positive displacement effluent pump to convey the pretreated wastewater through a low pressure sewer

system to the effluent disposal site. A brass, swing check valve will be provided on the pump discharge and a brass curb stop valve and box located at the service connection to the low pressure sewer. Buried piping will be high density polyethylene SDR 11 with butt fused joints and brass, compression fittings. A NEMA 4X simplex pump control panel will be provided with an alarm, elapsed time meter and event counter. Both the septic tank and pump chamber shall be certified watertight by the manufacturer once set in place.

(h) All Units must have a signed and recorded agreement with LRCDF, LLC (Ledgewood Ravine Community Drain Field) to pump their effluent to the community drain field located on Parcel G via the collector lines in the sewer easements. This agreement must include consent to pay Fees and Special Assessments for Maintenance and Repair of the community drain field and collector systems.

(i) Each Unit Owner shall be responsible for the maintenance and repair of their individual potable water supply.

(j) The reserve septic location as designated on the preliminary plan on file at the Livingston County Health Department must be maintained vacant and accessible for future sewage disposal uses.

(k) There shall be no underground utility lines located within the areas designated as active and reserve septic system areas.

(p) There shall be no activity within the regulated wetlands unless permits have been obtained from the Michigan Department of Environmental Quality.

(q) All restrictions placed on the Condominium Development by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

Section 11.2 Fire Marshal Requirements. All residential homes built in the Project must be equipped with an approved automatic residential fire sprinkler system that conforms to NFPA 13D. The system must be approved by the Fire Marshal of the Hartland Deerfield Fire Authority.

Section 11.3 Open Space. Pursuant to Section 21.51 of the Ordinances of the Township of Tyrone, the Developer has entered into a Declarations Regarding Open Space Agreement with Tyrone Township, which permanently establishes the areas depicted on the attached Exhibit B as "Open Space" as defined in the Ordinance. The Developer has established the Open Space and will record the Declarations Regarding Open Space to ensure the open space areas remain limited to open space uses, as defined in the Ordinance, in perpetuity. The Declarations Regarding Open Space restrict the use and development of the open space areas and places certain other restrictions and obligations upon the owner of property containing the Open Space, including the obligation to preserve the natural state of the open space, as further detailed in the Declarations Regarding Open Space.

Section 11.4 Lake Shannon Association. All of the Units in the Condominium shall be held, used and enjoyed subject to the limitations and restrictions set forth in the Articles and Bylaws of Lake Shannon Association, as amended recorded for the property at Liber 687, Page 393, Livingston

County Register of Deeds. All members of the Condominium shall be members of the Lake Shannon Association, and subject to its rules and restrictions as they may be amended from time to time.

In witness whereof, the Developer has executed this Master Deed on the date first written above.

**DEVELOPER:
LEDGEWOOD RAVINE DEVELOPMENT, LLC**

By: GARY R. EDWARDS
Its: SOLE MEMBER

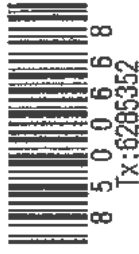
STATE OF MICHIGAN)
)SS
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by GARY R. EDWARDS, as the sole member of LEDGEWOOD RAVINE DEVELOPMENT, LLC.

Scott Brock, Notary Public
County of Washtenaw, State of Michigan
My commission expires: 12/27/23
Acting in the County of Livingston

**DOCUMENT DRAFTED BY AND WHEN
RECORDED RETURN TO:
COOPER & RIESTERER, PLC
ATTN: Scott H. Brock
7900 Grand River Road
Brighton, MI 48114
810-227-3103**

3



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REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
RECORDING: 26.00
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PAGES: 3

**FIRST AMENDMENT TO MASTER DEED
OF
LEDGEWOOD RAVINE SITE CONDOMINIUM**

THIS FIRST AMENDMENT TO MASTER DEED OF LEDGEWOOD RAVINE SITE CONDOMINIUM ("Amendment") is made and executed on this 21st day of July, 2020, by Ledgewood Ravine Development, LLC ("Developer"), a Michigan limited liability company, whose address is 7546 Ore Knob Drive, Fenton, MI 48430.

RECITALS:

A. Ledgewood Ravine Site Condominium, Livingston County Condominium Subdivision Plan No. 430 ("Project"), was established as a condominium project under the provisions of Act 59 of the Michigan Public Acts of 1978, as amended ("Act"), by the recording of the Master Deed for the Project, dated the 3rd day of 2019, on the 17th day of July 2019, in the Livingston County Register of Deeds, associated with Instrument No. 2019R-018053 ("Master Deed");

B. Part of Developer's original intent in establishing the Project included making the Co-Owners of the Project members of the Lake Shannon Association, a Michigan nonprofit corporation; after approaching the Board of Trustees of the Lake Shannon Association and requesting that the Co-Owners become members of the Lake Shannon Association, Lake Shannon Association conditioned their approval upon the recording of this Amendment to make clear that all Co-Owners of the Project are bound by the Bylaws, the Rules and Regulations of Lake Shannon Association, and the Incorporation of Summer Resort Owners Act, being Act 137 of the Public Acts of 1921, as amended; and

C. Developer now desires to amend the Master Deed, as stated in this Amendment, to further Developer's intent of this Project and to clarify and correct other minor items in the Master Deed.

NOW, THEREFORE, Developer does hereby amend the Master Deed as follows:

1. **Grant of Authority.** Article XI, Section 11.4 of the Master Deed is hereby amended to read as follows:

"Lake Shannon Association: Grant of Authority. All of the Units in the Condominium shall be held, used and enjoyed subject to the limitations and

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restrictions set forth in the Articles and Bylaws of Lake Shannon Association, as amended recorded for the property at Liber 687, Page 393, Livingston County Register of Deeds. All Co-Owners of Units in the Condominium Project shall be members of the Lake Shannon Association, and subject to its rules and restrictions as they may be amended from time to time. This instrument shall constitute the Grant of Authority to the Lake Shannon Association as provided by Act 137 of the Public Acts of 1929, as amended (the "Summer Resort Act"), in particular Section 7 thereof, being MCL 445.207, on behalf of all Units in the Condominium and all future Co-Owners of the Units in the Condominium, granting to the Lake Shannon Association the right to exercise all jurisdiction conferred by the Summer Resort Act, and binding the Units and Co-Owners thereof to the Bylaws, Rules and Regulations of the Lake Shannon Association, as may be amended from time to time, including, but not limited to, the obligation to pay dues and assessments, the obligation to apply for and receive approval from the Lake Shannon Association's Architectural Control Committee prior to commencement of any Construction Project (as defined in the Lake Shannon Association's Bylaws), and bestow upon and submitting to the Lake Shannon Association, through its Board of Trustees, the right and authority to enforce the Summer Resort Act, its Bylaws, and its Rules and Regulations. Upon the acquisition of legal or equitable title to a Unit in the Condominium, the Co-Owner to acquire said title consents to and accepts this Grant of Authority. This Section 11.4 may not be amended without the express written consent of the Lake Shannon Association."

2. **Continuing Effect.** Except as amended and modified by this Amendment, all terms and conditions of the Master Deed shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has duly executed this First Amendment to Master Deed of Ledgewood Ravine Site Condominium as of the day and year first written above.

[Signature on following page.]

**LEDGEWOOD RAVINE DEVELOPMENT,
LLC**



By: Gary R. Edwards
Its: Sole Member

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 21st day of July, 2020, by Gary R. Edwards, Sole Member of Ledgewood Ravine Development, LLC, a Michigan limited liability company, on behalf of said company.



Scott Brock, Notary Public
State of Michigan, County of Washtenaw
My Commission Expires: 12/27/23
Acting in the County of Livingston



DRAFTED BY AND WHEN RECORDED RETURN TO:
Scott H. Brock (P81935)
COOPER & RIESTERER, PLC
7900 Grand River Road
Brighton, MI 48114
(810) 227-3103

2.



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LIVINGSTON COUNTY, MI 48843
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REMON: 4.00
PAGES: 2

**SECOND AMENDMENT TO MASTER DEED
OF
LEDGEWOOD RAVINE SITE CONDOMINIUM**

THIS SECOND AMENDMENT TO MASTER DEED OF LEDGEWOOD RAVINE SITE CONDOMINIUM ("Amendment") is made and executed on this 31st day of July, 2020, by Ledgewood Ravine Development, LLC ("Developer"), a Michigan limited liability company, whose address is 7546 Ore Knob Drive, Fenton, MI 48430.

RECITALS:

A. Ledgewood Ravine Site Condominium, Livingston County Condominium Subdivision Plan No. 430 ("Project"), was established as a condominium project under the provisions of Act 59 of the Michigan Public Acts of 1978, as amended ("Act"), by the recording of the Master Deed for the Project, dated the 3rd day of 2019, on the 17th day of July 2019, in the Livingston County Register of Deeds, associated with Instrument No. 2019R-018053 ("Master Deed"), which was subsequently amended by the recording of the First Amendment to Master Deed on July 24, 2020, associated with Instrument No.: 2020R-024358, Livingston County Records ("First Amendment"); and

B. Developer now desires to amend the Master Deed in accordance with Article VII of the Master Deed to delete Section 11.2 of the Master Deed in its entirety.

NOW, THEREFORE, Developer does hereby amend the Master Deed as follows:

1. **Amendment.** Section 11.2, found in Article XI of the Master Deed, is hereby deleted in its entirety from the Master Deed and shall be of no further force and effect upon the recording of this Amendment.
2. **Continuing Effect.** Except as amended and modified by this Amendment and the First Amendment, all terms and conditions of the Master Deed shall remain in full force and effect.

[Signature on following page.]

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IN WITNESS WHEREOF, Developer has duly executed this Second Amendment to Master Deed of Ledgewood Ravine Site Condominium as of the day and year first written above.

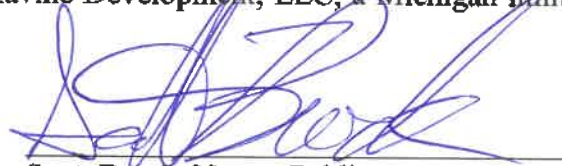
**LEDGEWOOD RAVINE DEVELOPMENT,
LLC**



By: Gary R. Edwards
Its: Sole Member

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 31st day of July, 2020, by Gary R. Edwards, Sole Member of Ledgewood Ravine Development, LLC, a Michigan limited liability company, on behalf of said company.



Scott Brock, Notary Public
State of Michigan, County of Washtenaw
My Commission Expires: 12/27/23
Acting in the County of Livingston

DRAFTED BY AND WHEN RECORDED RETURN TO:
Scott H. Brock (P81935)
COOPER & RIESTERER, PLC
7900 Grand River Road
Brighton, MI 48114
(810) 227-3103

NEW BUSINESS #2

Board of Review appointment.

BOARD OF REVIEW (2 year term)
revised Feb. 18, 2020

| | | | <i>Begin:</i> | <i>Expires:</i> |
|-----------------------|---|--|----------------------------|----------------------------------|
| <i>Vacant</i> | | | 2/18/20 | 12/31/20 |
| Eugene Rodgers | 9270 Runyan Lk. Rd. Fenton, MI 48430 | | 1/1/15 1/1/17 1/1/19 | 12/31/16 12/31/18 12/31/20 |
| John Wiese | 7543 Parkwood Ct. Fenton, MI 48430 | | 1/1/15 1/1/17 1/1/19 | 12/31/16 12/31/18 12/31/20 |

NEW BUSINESS #3

Zoning Board of Appeals appointment.

ZONING BOARD OF APPEALS (3 year term)

Revised October 6, 2020

| | | | <i>Begin:</i> | <i>Expires:</i> |
|---|---|--|--|--|
| Greg Carnes <i>Chairman</i> | 7030 Lake Shannon Ct. Fenton, MI 48430 | | 9/1/09 9/1/12 9/1/15 9/1/18 | 8/31/12 8/31/15 8/31/18 8/31/21 |
| Joe Trollman <i>Vice-Chairman</i> | 10400 Runyan Lk. Rd. Fenton, MI 48430 | | 8/20/13 9/1/14 8/31/16 9/3/19 | 8/31/14 8/31/16 8/31/19 8/31/22 |
| Richard Erickson <i>PC Ex-officio</i> | 6244 Hartland Rd. Fenton, MI 48430 | | 9/1/19 | 8/31/22 |
| Don Bunka | 13003 Amesbury Ct. Fenton, MI 48430 | | 19/15/20 | 8/31/23 |
| Vacant | | | 9/3/19 | 8/31/22 |
| Garrett Ladd <i>Alternate</i> | 10310 Hartland Rd. Fenton, MI 48430 | | 10/6/20 | 8/31/23 |
| Tim Scarberry <i>Alternate</i> | 9204 Valley View Dr. Fenton, MI 48430 | | 10/6/20 | 8/31/22 |

NEW BUSINESS #4

IT Right Tech service contract cost increase.



*Secure Information Technology Solutions
That Work For Local Government*

September 18, 2020

Tyrone Township
8420 Runyan Lake Road
Fenton, MI 48430

Friends,

For over 20 years IT Right has strived to provide quality technology services at a fair price. Through an unmatched dedication to local government; we have specialized and developed relationships, knowledge and efficiencies that helped us to keep our prices among the lowest in the industry. This has meant that, until now, most of our customers have never received a price increase.

Unfortunately, times are changing, and we must change with them. Local government and the Managed Service Providers (companies like IT Right) that service them are under a direct and unprecedented level of attack. The infrastructure, tools and manpower costs required to defend our joint interests has increased; and for the first time our costs to you must as well.

We recognize that you have trusted IT Right as your technology provider since 6/12/2007, and we thank you for that. Effective in 2020 new annual contract rate will be \$5,530.80 which is an annual increase of \$570.80. This price includes:

- Unlimited Remote Service
- Unlimited Onsite Service
- Software Patching
- Anti-Virus/Anti-Ransomware protection
- Endpoint Detection and Response Software
- Managed Online Backup

We believe this level of investment still represents a remarkable value. Should you have questions or concerns about this please reach out to us via email at management@itright.com, or phone at 1-855-487-4448 (855-ITRIGHT) and ask to speak to our management team.

Thank you
Mgmt.

NEW BUSINESS #5

Closed session to discuss pending litigation.

No documents attached.