

# SALINE NORTHVIEW CONDOMINIUM ASSOCIATION

## Rules Applicable to Chickens

*Mailing Date:* \_\_\_\_\_, 2024

*Effective Date:* \_\_\_\_\_, 2024

Saline Northview Condominium Association (the “Association”) is a Michigan nonprofit corporation created to manage and administer the affairs of and to maintain Northview (the “Condominium”) in accordance with the provisions of the Consolidated Master Deed and Bylaws recorded on September 19, 1996, in Liber 3320, Pages 631 through 697, inclusive, Washtenaw County Records, as amended.

The Board of Directors (the “Board”) of the Association is empowered by Article X, Section 4(h) of the Bylaws to “make reasonable rules and regulations governing the use and enjoyment of the Condominium by co-owners and their tenants, guests, employees, invitees, families and pets . . .” As it pertains to animals specifically, Article VI, Section 6 of the Bylaws permits the Association to “adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.” Any Rules and Regulations adopted by the Board become effective thirty (30) days after mailing or delivery to the designated voting representative of each co-owner under Article VI, Section 10 of the Bylaws.

Article VI, Section 6 of the Bylaws provides a number of restrictions applicable to animals and pets and states in pertinent part:

Subject to the provisions of this Section 6, co-owners shall be entitled to keep pets of a domestic nature within their units. No pet or animal may be kept or bred for any commercial purpose. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. In the event a co-owner’s pet causes unnecessary and unreasonable disturbance or annoyance to other co-owners, one or more, and such co-owner files a written complaint with the Association specifying the cause of such disturbance or annoyance, the Board of Directors, after notice and opportunity for hearing before the Board to the co-owner keeping the pet, may, if it determines that such pet is in fact causing unnecessary and unreasonable disturbance or annoyance, require the co-owner to remove the pet from his unit and the Condominium or impose such other restrictions on the keeping of such pet as are reasonable. No pet or animal may be permitted to run loose at any time upon the common elements, and any animal shall at all times be leashed and attended by some responsible person while on the common elements. . . . No savage or dangerous animal shall be kept, and any co-owner who causes any animal to be brought or kept upon the condominium premises shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each co-owner shall be responsible for collection and disposition of all

fecal matter disposed by any pet maintained by such co-owner. . . . The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these By-Laws and in accordance with duly adopted rules and regulations of the Association.

Co-owners are required to comply with all laws, including the ordinances of the City of Saline, under Article VI, Section 5 of the Bylaws: “No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the common elements . . .” Under Article 5, Section 5.13 of the City of Saline Zoning Ordinance (the “Chicken Ordinance”), a co-owner is permitted to keep chickens as pets provided the co-owner complies with the requirements of Section 5.13(1) and (4).

Under Article VI, Section 1(d) of the Bylaws, a co-owner desiring to construct an accessory building within their unit must comply with the procedures identified in Article VI, Section 3 of the Bylaws by submitting plans and specifications for the accessory building and must obtain the Association’s prior written approval for such plans. Any accessory building must be architecturally compatible with the main residence; be constructed of similar material to the dwelling; have a concrete slab; and have a rat wall.

To clarify the right of a co-owner, tenant, or non-co-owner occupant to keep one or more chickens as pets, the Board adopts the following Rules Applicable to Chickens:

1. A co-owner, tenant, and non-co-owner occupant (“Chicken Owner”) is permitted to keep chickens as pets, provided the Chicken Owner complies with the provisions of these Rules Applicable to Chickens.

2. All Chicken Owners shall register their chickens with the Association. Such registration shall include the number of chickens that the Chicken Owner will keep on their unit. A Chicken Owner shall update the Association with the number of chickens being kept on their unit in the event a chicken is brought onto the unit or removed from the unit.

3. These Rules Applicable to Chickens incorporate by reference the following restrictions stated in the Chicken Ordinance, and if the Chicken Ordinance is amended, these Rules Applicable to Chickens shall be deemed to also be amended to reflect the amended language of the Chicken Ordinance. Accordingly, the following restrictions of the Chicken Ordinance apply to a Chicken Owner’s ability to keep chickens within their unit:

a. Any chickens must be confined within the rear yard of the unit. The rear yard of the unit is the area from the rear lot line to the nearest point of the dwelling.

b. A Chicken Owner may keep up to twelve (12) hens per unit.

- c. Roosters may not be kept within a unit.
  - d. A Chicken Owner is prohibited from slaughtering any chicken.
  - e. The waste material (feed, manure, and litter) shall be disposed of in a sanitary manner (such as bagging or composting) and may not be piled or otherwise stored within the unit.
  - f. The chicken feed must be stored in a container and in a manner that is impervious to rodents.
  - g. Chickens must have a secure, well-ventilated, roofed, and lockable enclosure (i.e., a chicken coop). The floors and walls of the enclosure shall be kept in a clean and sanitary condition. The enclosure shall be constructed to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure. The location of the enclosure must comply with Section 5.03 of the City of Saline Zoning Ordinance.
  - h. Chickens must be kept in a covered enclosure or in a fenced area at all times. During daylight hours, chickens may be allowed outside of their covered enclosure in a securely fenced area subject to the requirements of Section 7.03 of the City of Saline Zoning Ordinance. Chickens must be secured within their covered enclosure during non-daylight hours.
4. Chickens shall not be sold for their meat, nor may a Chicken Owner sell their chicken's eggs. Additionally, a Chicken Owner may not keep chickens for the purpose of selling such chickens.
5. Chicken Owners shall provide proper care for their chickens, including taking reasonable measures to ensure that the chickens are not obnoxious or offensive on account of their noise to other co-owners.
6. Chicken Owners shall ensure that their chickens receive proper veterinarian care. Chicken Owners shall provide evidence of their chicken's veterinarian care upon request of the Association. A diseased chicken may not be kept on the Condominium premises.
7. Chicken Owners shall ensure that their chickens are confined to the unit and may not roam onto other another unit. Chickens may not run loose or be unattended on the common elements.
8. Chicken Owners shall provide the Association with plans and specifications of the covered enclosure and fenced run area for the chickens. The following architectural restrictions apply to the location, size, and materials of the covered enclosure and fenced run area:

a. The covered enclosure and fenced run area must be located entirely within the rear yard of the unit.

b. The covered enclosure and fenced run area must be located behind the dwelling and may not extend beyond the side line of the dwelling.

c. The covered enclosure must be in a location that is closer to the dwelling than to the rear unit line, measured from the side of the covered enclosure nearest the dwelling and the side of the covered enclosure nearest the rear unit line.

d. The covered enclosure shall be architecturally compatible with the dwelling; made of similar materials as the dwelling; and be on a concrete slab with a rat wall if the floor of the covered enclosure rests on the ground.

e. The covered enclosure and fenced run area should be large enough to provide sufficient space for the chickens, but the footprint of the covered enclosure and fenced run area shall not be more than sixty (60) square feet.

f. The fenced run area shall be attached to the covered enclosure to prevent chickens from escaping onto another unit or the common elements. The fenced run area shall also be covered to protect the chickens from birds of prey or other predators from accessing the fenced run area or covered enclosure. A Chicken Owner may need to obtain a permit or other approval from the City of Saline for a fenced run area, and shall provide evidence of any required permit or other approval to the Association.

9. Chickens must not be obnoxious or offensive on account of odor or unsanitary conditions. Chicken Owners shall ensure the covered enclosure and fenced run area are appropriately cleaned of waste materials. At a minimum, Chicken Owners shall clean waste materials from the covered enclosure and covered run area one (1) time per month.

10. In the event a chicken causes unnecessary and unreasonable disturbance to another co-owner, such co-owner may file a written complaint with the Association specifying the cause of the disturbance or annoyance. Upon receipt of the complaint, the Board will provide notice to the Chicken Owner and an opportunity for a hearing before the Board. If, after the hearing, the Board determines the chicken has caused an unnecessary and unreasonable disturbance or annoyance, then the Board may require the Chicken Owner to remove the chicken from the unit and the Condominium or impose such other reasonable restrictions on keeping the chicken.

11. In addition to the remedies identified in Paragraph 10, the Association may take the following action(s) to remedy a violation of these Rules Applicable to Chickens or of any provision of the Condominium Documents applicable to chickens:

- a. Initiate an action against the Chicken Owner to compel their compliance;
- b. Require the Chicken Owner to remove some or all the chickens; or

c. After providing the Chicken Owner an opportunity to appear before the Board no less than seven (7) days from the date of the notice, assess a fine against the Chicken Owner in the following amounts:

- i. First Violation – No fine
- ii. Second Violation – Twenty-five (\$25.00) dollars
- iii. Third Violation – Fifty (\$50.00) dollars
- iv. Fourth and Subsequent Violations – One hundred (\$100.00 dollars)

These Rules Applicable to Chickens have been adopted by the Board of Directors of Saline Northview Condominium Association at a board meeting on \_\_\_\_\_, 2024, and will become effective thirty (30) days after mailing or delivery being the date written above.

Saline Northview Condominium Association  
Board of Directors

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By:  
Its: President