OTSEGO COUNTY
PLANNING COMMISSION
April 16, 2018
6:00 PM

MEETING WILL BE IN THE PLANNING AND ZONING MEETING ROOM LOCATED AT 1322 HAYES ROAD

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF MINUTES: From March 19, 2018 meeting
5. CONSENT AGENDA
6. OTHER
7. PUBLIC PARTICIPATION FOR ITEMS NOT ON THE AGENDA:

   (Please identify yourself for the record. All comments will be limited to two (2) minutes)
8. PUBLIC HEARINGS:
   1. *CALDS Properties LLC, owners, represented by Northern Michigan Engineering Inc, David Drews, request a Special Use Permit/Site Plan Review for property located in Elmira Township:*
      3650 Parmater Rd
      Gaylord, MI 49735
      060-013-300-060-00
      Property is located in a FR/Forestry Recreation Zoning District
      PZSU17-002—proposed use of the property is to create a residential cluster development for the construction of five (5) single family dwellings
   2. *Section 21.10 Fences Proposed Text Amendment*
      Proposed amendments to the above section of the Otsego County Zoning Ordinance
9. ADVERTISED CASES:
   1. *CALDS Properties LLC, owners, represented by Northern Michigan Engineering Inc, David Drews, request a Special Use Permit/Site Plan Review for property located in Elmira Township:*
      3650 Parmater Rd
      Gaylord, MI 49735
      060-013-300-060-00
      Property is located in a FR/Forestry Recreation Zoning District
      PZSU17-002—proposed use of the property is to create a residential cluster development for the construction of five (5) single family dwellings
   2. *Section 21.10 Fences Proposed Text Amendment*
      Proposed amendments to the above section of the Otsego County Zoning Ordinance
10. UNFINISHED COMMISSION BUSINESS
11. NEW BUSINESS
12. REPORTS AND COMMISSION MEMBER'S COMMENTS:
    1. Otsego County Parks & Recreation report / Judy Jarecki
    2. Land Use Services / Jim Mouch
13. ADJOURNMENT

Otsego County Planning Commission

Proposed Minutes for March 19, 2018

Call to Order: 6:00pm by Vice Chairperson Jarecki

Pledge of Allegiance

Roll Call:

Present: Vice Chairperson Jarecki, Secretary Arndt, Mr. Borton, Mr. Brown, Mr. Caverson, Ms. Corfis, Mr. Bauman *(arrived 6:03 pm)*, Mr. Klee *(not yet appointed)*

Absent: Chairperson Hartmann, Mr. Hilgendorf, Mrs. Norton

Staff Present: Mr. Mouch, Ms. Boyak-Wohlfeil

Public Present: Brian Nartker, Wade Trim, Gary Mayer, Kevin Muter, Michelle Noirot, Bagley Township Supervisor, Andy Krajniak, Ethan Shephard, William Berry

Approval of minutes from: January 15, 2018

Motion made to approve minutes by Mr. Caverson; Seconded by Mr. Brown.

Motion approved unanimously

Consent Agenda: None

Mr. Bauman arrived 6:03 pm

Other: None

Public participation for items not on the agenda:

William Berry stated he was looking for an exception to the zoning ordinance because he was unable to replace the mobile home at 1600 Springwood Ave in Bagley Township that had recently burned. Having to replace the mobile with a double wide was not advantageous as a rental for the area. The property would have to remain vacant if the mobile was not able to be replaced and getting it back on the tax roll would behoove everyone. He understood the ordinance but felt this was more an *'Act of God'*.

Mr. Mouch read aloud from Section 21.26 Nonconformities and stated the zoning permit had been denied because the requirements of a R2 Zoning District had not been met.

Mr. Arndt stated that section was on the objective list to be reviewed this year and an *'Act of God'* was an issue in other circumstances as well. It would not be addressed in the next few weeks but there was still hope. He suggested Mr. Berry check back periodically to see where things stood.

Public Hearing:

1. *Forward Corporation, property owner, has requested a Special Use Permit/Site Plan Review for property located in Bagley Township:*
   Driftwood Ln
   Gaylord, MI 49735
   011-760-000-031-00
   Property located in a R2/General Residential Zoning District
   PZSU17-003- proposed use of the property is to provide a storm water retention pond / snow storage for an adjacent City of Gaylord gas station project

Vice Chairperson Jarecki stated the case before them and opened the public hearing.

Mr. Caverson stated he worked at Wade Trim and was a part of the project so would abstain from the vote.

Public Hearing Open: 6:09pm

Brian Nartker, Wade Trim, representing Forward Corporation stated Forward was proposing a new building combining the Shell Gas Station, Hops and Schnapps along with a Subway restaurant on property within the city limits. They were seeking approval on a parcel to the west zoned R2 in Bagley Township owned by Forward, for storm water retention and snow storage. There had been a leak numerous years ago so there are still several monitoring wells on site. With the remediation complete and approval of this project, they will be capping the wells to conform to DEQ (Department of Environmental Quality) requirements. They understood concerns due to the past leak so to eliminate contamination issues, a water separator will be installed to catch contaminates before they enter the pond.

Vice Chairperson Jarecki asked for questions or comments.

Mr. Mouch stated a letter from Wade Trim had been received that morning stating the retention pond was of adequate size with calculations included and presented to members.

Mr. Nartker stated part of the requirements from Bagley Township was to provide that information prior to this meeting and they went above and beyond those requirements. They will store all the storm water they can until it can be released into the ground.

Mr. Arndt stated there were concerns with residuals from the past leak but the concerns at Bagley Township had been addressed.

Mr. Narkter stated regulations were more stringent than they used to be per Forward Corporation. All the tanks were doubled walled, the pumps had an automatic shutdown for any spill on grade and they were always monitored.

Mr. Arndt explained if a spill were to occur, it would run to the low point, get picked up by the separator and any petroleum products or contaminates would be caught before released into the catchment basin.

Vice Chairperson Jarecki asked for further comments.

Gary Mayer, 647 Poplar Dr, located 200' from the site, stated the area was a residential subdivision. He referred to the Summers & Holmes Subdivision deed restrictions stating buildings for any other purpose than a private dwelling were not permitted. He stated there had been three releases of gas over the years and he had documents requesting he abandon his well. He was unhappy with Forward's way of business and any runoff would be onto his and his neighbor's property.

Mr. Arndt stated his concerns were understandable but the engineers felt a problem would be easier to manage with water separators in place. The alarms on the separators would be triggered by the gasoline fumes and they would be made aware of the problem otherwise the issue could go on for quite some time without knowledge if they were placed under the asphalt, not to mention much more expensive. Bagley Township felt this was the best way to mange the issue.

Mr. Mayer stated Kip Granger's rental house was 20' away from Forward's property. He questioned the setback from the pond to household water wells. He had contacted the DEQ, Water Resource and multiple other departments but could not get an answer. He stated they were all property owners and taxpayers and did not want the pond approved. His property was 200' from Forward's property, Kevin Muter was 200', Temple's 0', Hall's 100' and Granger's 0'. He again referred to the subdivision's deed restrictions.

Mr. Mouch stated Permitted Uses Subject to Special Conditions in the R2 Zoning District referred back to uses in the R1 Zoning District and this project was being considered a Utility and Essential Service.

Michelle Noirot, Bagley Township Supervisor requested a copy of the deed restrictions and read a portion concerning residential structures. She also questioned the use of a Bagley Township parcel servicing a city parcel.

Vice Chairperson Jarecki stated the deed restrictions seemed to refer to an actual building not a utility service. She also stated she was surprised there wasn't a specific distance limit to a water source.

Mr. Mouch stated after listening to the deed restrictions read, he would suggest the case be referred to the County's legal counsel for opinion and postpone a decision until then.

Ms. Corfis agreed with seeking legal counsel concerning the deed restrictions and requested clarification on whether this was a utility service since it was servicing one particular business as opposed to the neighborhood.

Mr. Brown stated this was a serious safety problem to the neighboring property owner's personal wells.

Mr. Arndt stated he believed this was a multi-stage treatment plan to separate and clean up the water before it goes into the catchment basin.

Mr. Borton questioned if a liner would be in place.

Mr. Narkter stated no liner was involved.

Mr. Arndt questioned if a motion was needed to table the discussion until legal opinion was received.

Vice Chairperson Jarecki requested a motion to postpone a decision on PZSU17-003.

Motion made by Mr. Arndt to defer Special Use Permit PZSU17-003 until legal counsel was sought; Seconded by Mr. Brown.

Motion approved unanimously.

Mr. Brown questioned what specific items were being asked of legal counsel.

Vice Chairperson Jarecki stated legal counsel would be sought on the legal use and deed restrictions along with a written opinion from the Health Department concerning safety issues.

Mr. Mouch concurred.

Vice Chairperson Jarecki closed the public hearing.

Public Hearing Closed: 6:40pm

Mr. Mayer thanked the Commission members on behalf of the property owners.

The Commission thanked him for his input.

Vice Chairperson Jarecki asked Mr. Narkter if he had any questions.

Mr. Narkter stated no. He said he understood their concerns but they may not like the alternative of an enclosed system under the asphalt that could not be monitored as far as any contaminants on grade. He did question the postponement timeframe.

Mr. Mouch stated once the information was received, a new public hearing notice would have to be published. The case would probably be reviewed again in May. He would be notified.

Mr. Arndt questioned placing the system under the asphalt and running any contaminates into the city sewers.

Mr. Narkter stated they could not just run it into the sewers; separators would still be installed per State Highway's requirements or they could just go underground under the station and not have any outlet.

Vice Chairperson Jarecki questioned if the snow would still be plowed into the same catchment basin without the separators and if so, then any contaminants in the snow would stay on the property.

Mr. Narkter stated yes.

Ms. Noirot questioned the current situation with the snow.

Mr. Narkter stated snow was being plowed to the back of the Forward property on the vacant parcel.

Vice Chairperson thanked Mr. Narkter.

Advertised Case:

1. *Forward Corporation, property owner, has requested a Special Use Permit/Site Plan Review for property located in Bagley Township:*
   Driftwood Ln
   Gaylord, MI 49735
   011-760-000-031-00
   Property located in a R2/General Residential Zoning District
   PZSU17-003- proposed use of the property is to provide a storm water retention pond / snow storage for an adjacent City of Gaylord gas station project

Motion made to postpone for legal opinion.

Public Hearing:

2. *SW Land Company Inc, owners, represented by West St Investments LLC, applicants, request a Special Use Permit/Site Plan Review for property located in Bagley Township:*
   798 N Otsego Lake Dr
   Gaylord, MI 49735
   011-225-000-002-00
   Property located in a B2/General Business Zoning District
   PZSU17-001- proposed use of the property is to construct storage units for lease or rent

Vice Chairperson Jarecki stated the case before them and opened the public hearing.

Public Hearing Open: 6:46pm

Andy Krajniak and Ethan Shepard, representing SW Land Company stated they were proposing four buildings of storage units with two along the outside and two in the middle on property located on North Otsego Lake Dr.

Mr. Arndt stated Bagley Township thought it was a good use of the property. He questioned using the units for storage only and the addition of an office.

Mr. Krajniak stated the buildings would be used for storage only; an office with a restroom had been drawn in by Mr. Morgridge but that was not going to happen.

Mr. Arndt stated the storage units could be heated but Bagley Township did not want any plumbing added to them. He questioned the type of construction planned.

Mr. Krajniak stated plumbing would not be added to any of the units and the construction would be typical pole barn construction with a concrete floor. The driveway would be Afton stone.

Vice Chairperson Jarecki questioned if the project would be built in phases.

Mr. Shepard stated it would be based on their financial comfort; the two outer buildings would probably be built first before the middle two.

Mr. Krajniak stated initially they had thought of building one half of the property first but now feel the outer buildings would be quicker because of sizing.

Mr. Arndt stated lighting needed to be addressed and would have to comply with the zoning ordinance.

Mr. Krajniak stated they will install the type of lighting required.

Vice Chairperson Jarecki questioned the signage.

Mr. Shepard stated the sign would be attached to the building; there would not be anything other than that.

Mr. Borton asked Mr. Mouch if he had any concerns.

Mr. Mouch questioned if they were changing the site plan.

Mr. Shepard stated no they just felt financially, building the two outer buildings first would be to their advantage. The layout itself was the same.

Mr. Mouch also questioned the lighting being added as discussed previously stating a building permit would not be issued without the addition of the revisions.

Mr. Shepard stated yes, the lighting, the signage and anything else that was needed.

Mr. Borton stated he did not have a problem with having those items handled administratively.

Mr. Caverson commented there were a number of items to be addressed and it seemed a lot to be added to Mr. Mouch's plate. He wanted to be sure that he was comfortable doing that because once this was approved the Planning Commission could not go back and change things.

Ms. Corfis stated there were some concerns from a neighboring property owner over the driveways and traffic patterns flowing onto their property.

Mr. Caverson stated it looked like there was an encroachment on the neighbor's driveway.

Mr. Borton stated the mapping was not always 100% correct and questioned if a survey had been done.

Mr. Krajniak presented an older survey that did not depict detailed information.

Mr. Arndt questioned if the property would be fenced stating any driveway issues could be dealt with then.

Mr. Krajniak stated it would be.

Mr. Caverson stated it looked like the retention pond was encroaching and would have to be adjusted.

Mr. Mouch suggested a new survey be done to determine any encroachment.

Vice Chairperson Jarecki questioned if the Planning Commission wished Mr. Mouch to review the documents requested and administer compliance.

Mr. Borton stated he felt it could be handled administratively.

Vice Chairperson Jarecki closed the public hearing.

Public Hearing Closed: 6:51pm

Advertised Case:

2. *SW Land Company Inc, owners, represented by West St Investments LLC, applicants, request a Special Use Permit/Site Plan Review for property located in Bagley Township:*
   798 N Otsego Lake Dr
   Gaylord, MI 49735
   011-225-000-002-00
   Property located in a B2/General Business Zoning District
   PZSU17-001- proposed use of the property is to construct storage units for lease or rent

Vice Chairperson Jarecki requested a motion to accept the General Finding of Fact.

Motion made by Mr. Arndt to accept the General Finding of Fact for PZSU17-001 as presented; Seconded by Mr. Bauman.

Motion approved unanimously. *(SEE ATTACHMENT 1)*

Vice Chairperson Jarecki read through Section 19.7.1-19.7.8 for consensus of having been met and requested a motion to accept the Specific Finding of Fact.

Motion made by Mr. Brown to accept the Specific Finding of Fact for PZSU17-001; Seconded by Mr. Arndt.

Motion approved unanimously. *(SEE ATTACHMENT 2)*

Vice Chairperson Jarecki requested a motion for PZSU17-001.

Motion made by Mr. Caverson to approve PZSU17-001 as submitted with the conditions that they revise their site plan meeting all requirements of Section 23.2 and their listed conformances in their application; Seconded by Mr. Arndt.

Motion approved unanimously.

Public Hearing:

3. *Section 21.38 Signs and Billboards Proposed Text Amendment*
   Proposed amendments to the above section of the Otsego County Zoning Ordinance

Vice Chairperson Jarecki stated the case before them and opened the public hearing.

Public Hearing Open: 7:02pm

Vice Chairperson Jarecki closed the public hearing.

Public Hearing Closed: 7:03pm

Advertised Case:

3. *Section 21.38 Signs and Billboards Proposed Text Amendment*
   Proposed amendments to the above section of the Otsego County Zoning Ordinance

Mr. Arndt stated the proposed language had been discussed multiple times with changes being made consistently per Township input.

Discussion ensued.

Vice Chairperson Jarecki requested a motion.

Motion made by Mr. Brown to recommend the proposed language for Section 21.38 Signs and Billboards to the Otsego County Board of Commissioners; Seconded by Mr. Bauman.

Motion approved unanimously.

Public Hearing:

4. *Section 21.12 Home Occupation Proposed Text Amendment*
   Proposed amendments to the above section of the Otsego County Zoning Ordinance

Vice Chairperson Jarecki stated the case before them and opened the public hearing.

Public Hearing Open: 7:32pm

Vice Chairperson Jarecki closed the public hearing.

Public Hearing Closed: 7:33pm

Advertised Case:

4. *Section 21.12 Home Occupation Proposed Text Amendment*
   Proposed amendments to the above section of the Otsego County Zoning Ordinance

Mr. Arndt explained why changes were made with Township input taken into consideration.

Commission members did not have any issues with the changes.

Vice Chairperson Jarecki requested a motion.

Motion made by Mr. Arndt to recommend the proposed language for Section 21.12 Home Occupation as written to the Otsego County Board of Commissioners; Seconded by Mr. Caverson.

Motion approved unanimously.

Public Hearing:

5. *Section 21.34 Restricted Uses Proposed Text Amendment*
   Proposed amendments to the above section of the Otsego County Zoning Ordinance

Vice Chairperson Jarecki stated the case before them and opened the public hearing.

Public Hearing Open: 7:40pm

Vice Chairperson Jarecki closed the public hearing.

Public Hearing Closed: 7:41pm

Advertised Case:

5. *Section 21.34 Restricted Uses Proposed Text Amendment*
   Proposed amendments to the above section of the Otsego County Zoning Ordinance

Mr. Arndt explained the changes made.

Discussion ensued.

Vice Chairperson Jarecki requested a motion.

Motion made by Mr. Brown to recommend the final proposed language for Section 21.34 Restricted Uses as written to the Otsego County Board of Commissioners; Seconded by Mr. Arndt.

Motion approved unanimously.

Discussion ensued concerning the amending of the By-laws to allow text changes be sent to Townships after Committee meetings. By-laws will be amended.

Mr. Borton stated it was 8:00pm and according to the By-laws a decision was required to either continue the meeting or adjourn.

Mr. Mouch welcomed Mr. Klee back stating he had decided to rejoin the Planning Commission as representative to Dover Township.

Vice Chairperson Jarecki stated the business had been completed with only Reports and Comments remaining. If there were no objections, she would adjourn the meeting.

No objections were heard; Vice Chairperson Jarecki adjourned the meeting.

Unfinished Commission Business: None

New Business: None

Reports and Commission Member's Comments:

1. Otsego County Parks & Recreation report/Judy Jarecki
2. Land Use Services report/Jim Mouch

Adjournment: 8:02pm by Vice Chairperson Jarecki

Ken Arndt; Secretary

Christine Boyak-Wohlfeil; Recording Secretary

ATTACHMENT 1:

OTSEGO COUNTY
PLANNING COMMISSION

PZSU17-001
Special Use Permit/Site Plan Review
011-225-000-002-00

GENERAL FINDING OF FACT

1. This is a proposal to construct storage units. *Exhibit #1, Exhibit #5*
2. The property is located in a B2/General Business Zoning District. *Exhibit #2*
3. The proposed use is a permitted use subject to special conditions in a B2/General Business Zoning District. *Exhibit #3*
4. The proposed property is .90 acres. *Exhibit #4*
5. The property is currently under the ownership of SW Land Company Inc. *Exhibit #4*
6. The owners are being represented by West St Investment LLC / Andy Krajniak per letter dated September 11, 2017. *Exhibit #7*
7. An address has been obtained for the proposed site. *Exhibit #6*
8. The Public Hearing Notice was published in the Herald Times on March 2, 2018. *Exhibit #8*
9. The requirements of Article 27 of the Otsego County Zoning Ordinance have been met. *Exhibit #9, Exhibit #10*
10. All property owners within three hundred (300') feet were properly notified of the public hearing. *Exhibit #11*
11. The Planning Commission has the authority to approve a Special Land Use request after review and compliance with the Otsego County Zoning Ordinance. (Section 19.7) *Exhibit #3*
12. The required fees have been collected by Otsego County Land Use Services. *Exhibit #12*
13. A Driveway Permit Application from the Otsego County Road Commission has been submitted. *Exhibit #15*
14. The application deemed complete by Land Use Services. *Exhibit #16*
15. The site plan requirements of Article 23 have been reviewed by Otsego County Land Use and all requirements pertaining to the proposed development have been addressed by the Applicant/Representative. *Exhibit #4, Exhibit #5, Exhibit 8, Exhibit #11, Exhibit #13, Exhibit #14*

Exhibit 13

ATTACHMENT 2:

OTSEGO COUNTY
PLANNING COMMISSION

PZSU17-001
Special Use Permit/Site Plan Review
011-225-000-002-00

SPECIFIC FINDING OF FACT

FINDINGS UNDER ARTICLE 11/SECTION 11.2

ARTICLE 11 B2 GENERAL BUSINESS DISTRICT

INTENT

The B2 General Business District is designed to provide sites for more diversified business types than the B1 Local Business District and often located so as to serve passer-by-traffic. Tourist services are included as being in character with the District.

SECTION 11.2 PERMITTED USES SUBJECT TO SPECIAL CONDITIONS

The following uses may be permitted, subject to the conditions herein imposed for each use, the review standards of Article 19 and only after the review and approval of the site plan by the Planning Commission. [See Article 21 for applicable Specific Requirements for Certain Uses, if any and Article 23 for Site Plan Requirements.]

11.2.1 All uses subject to special conditions in the B1 Local Business District

11.2.2 Lumber yards, building material suppliers, and home improvement centers, with outdoor storage

11.2.3 Rifle or pistol ranges when within a completely enclosed building

11.2.4 Auto repair garages or auto body shop, including wrecker service, provided that outdoor storage of vehicles under repair be confined to the rear yard and screened from view

11.2.5 Car wash

11.2.6 Sales, rental, and service centers for vehicles, watercraft, and/or mobile homes, including new or used automobiles, motor bikes, bicycles, boats, ATV's, campers, snowmobiles, trailers, and motor, mobile, modular, manufactured homes, or farm equipment, provided:

11.2.6.1 Ingress and egress to the use shall be at least sixty (60) feet from the intersection of any two (2) streets

11.2.6.2 The arrangement of vehicles stored in the open shall be uniform, following the patterns established for off-street parking lots

11.2.6.3 No sales or display shall occupy any public street or road right-of-way; and further, must be set back at least twenty (20) feet from the front property line

11.2.6.4 The use of a display model for a business office is permissible provided it is connected to sanitary and water facilities and approved by the County Health Department

11.2.7 Hospitals

11.2.8 Commercial outdoor sport and recreational facilities

11.2.9 Flea markets

11.2.10 Mini-storage buildings consisting of separate storage rooms rented or leased by the month

11.2.11 Wireless Telecommunication Towers and Facilities one hundred ninety (190) feet or more in height [Permit criteria includes Article 21.46]

11.2.12 Solid Waste Hauler

11.2.13 WTG Small: Permitted as an accessory use to an allowed Principal Use

11.2.14 Unlisted property uses if authorized under Article 21.44.

11.2.15 Personal Wireless Services Telecommunications Towers and Facilities one hundred fifty (150) feet or less in height, self-supporting (lattice) or guyed [Permit criteria includes Article 21.46]

***Permitted Use Subject to Special Conditions in B2 Zoning District**

FINDINGS UNDER ARTICLE 20

ARTICLE 20 ACCESS MANAGEMENT REQUIREMENTS

SECTION 20.1 PURPOSE

The purpose of this section is to provide reasonable access to the property owner to all roads within Otsego County while protecting the public health, welfare, safety and aesthetics of the County. All Land in a parcel having a single tax code number or contiguous parcels owned by a person as of the effective date of this Ordinance shall meet the requirements of this Ordinance. The intent of this ordinance is to provide standards, which will preserve the traffic capacity and enhance the safety of the highway by regulating safe and reasonable access, though not always direct access, between public roadways and adjacent land. Access controls provide for orderly growth and development. This in turn will protect the long term viability of existing and new businesses in addition to protecting property values of commercial and residential development along the corridor. It is recognized that existing development may not be able to meet all of the standards contained in this ordinance; Upon expansion or redevelopment, the standards' contained herein shall be applied to the maximum extent possible in conformance with the Otsego County Access Management Map.

The standards of this section are further intended to:

- Minimize traffic conflicts, in order to reduce the frequency of fatal injury and property damage crashes;
- Separate traffic conflict areas by reducing the number of direct access points;
- Provide efficient spacing and size standards between access points and between access points and intersections;
- Establish uniform access standards to ensure fair and equal application;
- Protect the substantial public investment in the roadway system by preserving capacity and avoiding the need for unnecessary and costly reconstruction which disrupts business;
- Require coordinated access among several landowners;
- Ensure reasonable access to properties, though the access may not always be direct access;
- Coordinate local management decisions on development proposals with access permit decisions by the Michigan Department of Transportation (MDOT) and the Otsego County Road Commission, (OCRC).

SECTION 20.2 DEFINITIONS

Road ways are defined according to the following categories:

20.2.1 Local Roads -- Provide direct property access, do not serve through traffic.

20.2.2 Major Collectors -- Serve traffic traveling from Local Roads or Minor Collectors to Arterials; are public thoroughfares with a lesser degree of traffic than Arterials.

20.2.3 Minor Arterials -- Serve as primary routes for travel within and between community sub-areas and augment the Major Arterial system; accessed primarily from the Collector system.

20.2.4 Major Arterials -- Serve as primary routes for travel between areas of principal traffic generation and major urban activity centers, and for trips between non-adjacent areas.

20.2.5 Regional Arterials -- Freeways and principal routes that move traffic and do not provide direct access to land use activities.

20.2.6 Service Roads -- Local roads that parallel an expressway or through street and that provide access to property near the expressway or through street

SECTION 20.3 LOCATION AND SPACING

20.3.1 All State and County public roads shall be subject to and regulated by the standards of this ordinance.

20.3.2 In order to minimize left turn conflicts, new access points shall be aligned with those across the roadway where possible. If alignment is not possible, access points shall be offset a minimum of two hundred fifty-five (255) feet from those on the opposite side of the roadway, measured centerline of access point to centerline of access point. Longer offsets may be required by the Michigan Department of Transportation (MDOT) in accordance with the MDOT Access Management Guidebook.

20.3.3 Where spacing requirements cannot be met for parcels, lots, or building sites having frontage or access on more than one roadway, access shall be provided from the lesser traveled roadway.

20.3.4 In the case of expansion, alteration, change of use or redesign of an existing development where existing access points do not comply with the guidelines set forth herein, the closing, relocation, or redesign of the access point may he required.

20.3.5 Driveway profile shall be designed and constructed according to Michigan Department of Transportation (MDOT) and Otsego County Road Commission (OCRC) standards.

20.3.6 Land access is permitted based on driveway spacing, stopping distance, and land use type.

Driveway Spacing and corner clearance requirements shall be PER MDOT MANUAL

SECTION 20.4 SIGHT DISTANCE

Minimum intersection sight distance shall be ten (10) times the vehicular speed of the road PERMDOT MANUAL

SECTION 20.5 ACCESS

All developments shall have reasonable access to a county or public roadway. Access onto any roadway shall be permitted only upon issuance of an access permit by the MDOT or OCRC in compliance with the site review planning process.

20.5.1 Interconnections of Parking Areas

20.5.1.1 Parking areas shall be designed to facilitate interconnection of parking lots

20.5.1.2 Shared parking is encouraged. Shared parking shall he permitted a reduction in required parking spaces if peak parking demand periods at interconnected developments do not occur at the same time.

20.5.1.3 Shared driveways, cross access driveways, interconnected parking, and private roads constructed to provide access to properties internal to a subdivision shall be recorded as an easement and shall constitute a covenant running with the land; Operating and maintenance agreements for these facilities shall be recorded with the deed.

SECTION 20.6 ROAD STANDARDS

20.6.1 All roads proposed to be of public ownership shall conform to the county road standards

20.6.2 All proposed curve radii shall be designed to county road standards for truck turning requirements.

***See Driveway Permit per Road Commission**

FINDINGS UNDER SECTION 21.10

SECTION 21.10 FENCES

21.10.1 Fences designed to enclose property in any district shall be subject to the following conditions:

Exhibit 14

21.10.1.1 Fences in R1, R2, R3 or RR Districts, or any platted subdivision, site condo or PUD shall not contain barbed wire or be electrified.

21.10.1.2 No fence shall exceed six (6) feet in height in the side or rear yard. No fence in the front yard setback shall exceed four (4) feet in height and shall be of a design and material that does not obscure the vision of drivers of vehicles at any driveway entrance or exit, street intersection or other pedestrian or vehicle property access point.

21.10.2

Specific Nonresidential Uses Requiring Fences	Minimum height for fence or wall	Function(s) Screen/protect	Obscure
Drive-in restaurants, gasoline stations and vehicle repair	6'0"	X	X
Hospital and funeral home service entrances	6'0"		X
Institutional playgrounds	6'0"	X	X
Parking lots	6'0"		X
Utility buildings and substations	6'0"	X	X
Public swimming pools	6'0"		X
Junk yards	8'0"	X	X
Open storage areas of any use	6'0"		X

Note: These uses in 21.10.2 are required to be fenced or screened in all cases regardless of the use orientation to residential zoning districts or residential uses.

21.10.3 Protective and adequate fencing shall be required around all outdoor swimming pools, and shall not be less than four (4) feet, six (6) inches above the established grade.

21.10.4 All plans for fences or walls must be approved by the Zoning Administrator for construction specifications designed to fulfill the primary function of protection and/or screening. All fences shall be maintained in a pleasing appearance.

21.10.5 The Planning Commission shall be empowered to modify fence and wall requirements as deemed necessary by conditions affecting a particular development, or to waive requirements where general welfare concerns are not served by compliance with these standards, such as the existence of permanent natural features, where there is sufficient visual or protective separation, or where there is nothing to separate. Waivers shall not be granted where such characteristics are of a temporary nature or because the adjacent area is not yet developed.

*Planning Commission input

FINDINGS UNDER SECTION 21.18

SECTION 21.18 LANDSCAPING

21.18.1 PURPOSE

The purpose of this section is: to protect and enhance property values, economic welfare and community attractiveness; to provide beneficial climatic impacts by cleaning the air and providing shade; to protect health, safety and welfare by reducing air and water borne pollutants, flooding and noise; to mitigate adverse effects of sighting different uses near one another through buffering; to facilitate preservation of existing valuable trees and other vegetative cover; to provide wildlife habitat and environmental standards within developed areas; to protect privacy.

21.18.2 General Performance Standards:

This, Section 21.18 Landscaping, requirements shall not apply to single family residences located on individual lots. The Section shall apply to residential plats and site condominiums.

All areas not covered by buildings, parking or other structures shall be treated with landscape materials including street trees, shrubs and groundcovers consistent with these provisions. The selected combination of plant materials shall be a harmonious combination of deciduous and evergreen trees, shrubs, vines and/or ground covers so arranged to present an aesthetically pleasing whole.

21.18.2.1 Landscape Materials:

All landscape materials planted pursuant to the provisions of this section shall be healthy and compatible with the local climate, site soil characteristics, drainage and available water supply.

Trees and shrubs should be at least, at the time of planting, the sizes as outlined in this section and shall be consistent with the current American Standard for Nursery Stock as set forth from time to time by the American Association of Nurserymen.

Deciduous trees shall be not less than one and one-half (1 ½) inches in diameter for single family residential uses and two and one-half (2 ½) inches in diameter for other uses.

Coniferous trees should be at least six (6) feet in height. Shrubs shall be of a size generally known in the nursery industry as requiring at least a five (5) gallon container.

All planting beds constructed pursuant to Sections 21.18.2, 21.18.5 and 21.18.6 shall be mulched with mulch cover at least three (3) inches deep to retain moisture around roots.

Trees shall be planted on the project sites so as to allow for their desired mature growth.

Access to or view of fire hydrants shall not be obstructed from any side.

Plantings shall be designed so as to not conflict with power lines or impede fire safety services.

21.18.2.2 Irrigation & Maintenance Performance Standards:

All uses with the exception of single family residential, which are landscaped with live plants, pursuant to this Section shall be equipped with a watering system which will provide sufficient water to maintain plants in a healthy condition.

21.18.2.2.1 Whenever the landscaped area required by Sections 21.18.3, 21.18.5 and 21.18.6 is two thousand (2,000) square feet or more of living plants whether or not the plants are contiguous, the site shall have a permanent irrigation system capable of meeting the typical watering requirements of all the plant materials on site.

21.18.2.2.2 Whenever there is less than two thousand (2,000) square feet of landscaped area required by Sections 21.18.3, 21.18.5 and 21.18.6 on a site, there should be at least one reliable water source available during the growing season. The hose bib or other water source shall be within fifty (50) feet from a border of the plants.

21.18.2.2.3 All irrigation systems shall be maintained in good working condition.

21.18.2.2.4 Irrigation requirements may be adjusted in part or in whole by the Zoning Administrator for landscape areas having established healthy plant material, or where irrigation is deemed unnecessary for plant health and survival.

All plants required by this Section shall be maintained in a live and healthy state. Dead or unsalvageable unhealthy plants shall be replaced with the size and type of plants required on the site development plan and by this Section. Plant materials including grasses and herbaceous plants uses on berms, along road sides, etc. shall be routinely maintained during growing seasons. When growing in close proximity to residential land uses, grasses and common weeds shall be maintained at a height of ten (10) inches or less.

All fences, walls and similar structures shall be maintained in good condition. Chipped paint, missing fence pieces, leaning or fallen portions of a fence or other forms of deterioration shall immediately be replaced or repaired.

Replacement of plants may be delayed whenever the Zoning Administrator determines that extenuating circumstances beyond the owner's control prevent the immediate replacement of the dead or unhealthy plants within a time established by the Zoning Administrator. In any event, the dead or salvageable plants shall be replaced within nine (9) months of the time the plants are clearly dead.

21.18.2.3 Existing Vegetation:

If there is no practical alternative in terms of sighting buildings and other development, trees and other plants may be removed.

Significant shrubs, grasses and trees are to be preserved within areas not required for development.

Healthy, younger mature plants shall be preserved which would normally succeed older plants.

Natural vegetation shall be preserved within areas below an ordinary high water mark of a lake, stream or other water body.

Existing vegetation to be preserved shall be protected during construction with barriers as required and approved by the Zoning Administrator.

The application of landscape standards within this Ordinance may be adjusted in part or in whole by the Zoning Administrator to allow credit for established healthy plant material to be retained on or adjacent to the site if such an adjustment is consistent with the intent of this Ordinance.

21.18.2.4 Berms constructed pursuant to Section 21.18.3 shall be constructed with slopes not to exceed one to three (1:3) gradient with side slopes designed and planted to prevent erosion, and with a rounded surface a minimum of two (2) feet in width at the highest point of the berm, extending the length of the berm. Berm slopes shall be protected with sod, seed, shrubs or other form of natural ground cover.

21.18.3 Buffer Yards:

Buffer yards shall be constructed to mitigate problems associated with traffic, noise, vibration, odor, glare, dust, smoke, pollution, water vapor, conflicting land uses and density, height, mass, layout of adjacent uses, loss of privacy, unsightly views and other potentially negative effects of development. Buffering may be achieved using landscape, building fences and berm or a combination of the above techniques.

Buffer yards shall be located on the outer perimeter of a lot or parcel, extending to the lot or parcel boundary line. Buffer yards shall not be located on any portion of an existing or dedicated public or Private Street or right-of-way.

Tables I and II shall be used to determine buffer yard dimensions and plant materials specifications. Table I is used to determine the type of Buffer yard (A, B, C, D, E, EX, or NA) which will be required between districts or users. Once the type of Buffer yard is obtained, Table II outlines the plant material specifications for alternative widths and specifications and treatments (walls, berms, etc.) of buffer yard. Each property line should be analyzed independently to determine the appropriate buffer yard required.

The buffer yard tables are to be considered minimum standards. Increased landscaping requirements may be imposed by the Zoning Administrator or the Planning Commission if it is determined any of the following conditions exist.

The type of required buffer yard will not sufficiently mitigate noise, glare, fumes, smoke, dust or unsightly views within the site.

The scale of the project in regard to mass and height indicates the need for a buffer yard developed specifically for the project.

The proposed use is next to an existing sensitive use such as a school, church or residential area.

21.18.4 Roadside Greenbelt Buffers:

Unless as otherwise required by Section 21.18.3, required front yards shall be landscaped with a minimum of one (1) tree, not less than one and one-half (1½) inches in diameter for single family residential uses and two and one half (2½) inches in diameter of other use, for each one thousand (1000) square feet, or major portion thereof, of front yard abutting a road right-of-way. The remainder of the greenbelt shall be landscaped provided however, rock or other inorganic ground cover shall not exceed twenty (20) percent of the yard area.

Access ways from public rights-of-way through required landscaped strips shall be permitted but such access ways shall not be subtracted from the square foot dimension used to determine the minimum number of trees required.

21.18.5 Screening of Unsightly Areas:

Unsightly areas, including but not limited to outside storage areas, utility boxes and open areas where machinery or vehicles are stored or repaired, shall be screened from public sidewalks, streets and other areas from which the property is visible. Such screening shall not be located as to interfere with required maintenance activities of utility boxes.

Whenever plants are used as a screen, they should provide an effective opaque screen within three (3) years of the time they are planted.

The materials and colors of the screen should blend with the site and the surroundings.

21.18.6 Parking Lot Screening:

Unless otherwise required by Section 21.18.3 or 21.18.4, a no-building buffer strip not less than ten (10) feet wide shall be required on the perimeter of all parking lots containing twenty-seven hundred (2,700) square feet or more of parking

area where not adjacent to buildings. Said buffer strip shall be used for landscaping, screening or drainage as required herein.

Landscaping design standards:

21.18.6.1 Any required planting strip shall be a minimum of ten (10) feet in width.

21.18.6.2 One (1) street tree shall be planted adjacent to the public right-of-way for each twenty-four (24) lineal feet of frontage. (This requirement shall not duplicate the requirements of Sections 21.18.4 or 21.18.3.)

21.18.6.3 Where screens of non-living material are used, at least one (1) shrub or vine shall be planted on the right-of-way or property line side for each ten (10) lineal feet of screen or fraction thereof.

21.18.6.4 Parking lots with more than two (2) parking aisles shall require landscaped areas of at least ten (10) square feet of interior landscaping for each parking space, interior being defined as the area within the perimeter of the paved surface.

21.18.6.4.1 Landscaped areas shall be a minimum of seventy-five (75) square feet with a minimum dimension of ten (10) feet. Interior landscape areas shall be designed so as to cause minimum interference with snow removal. Each interior landscape area shall include one (1) or more canopy trees based on the provision of one (1) tree per each one hundred (100) square feet of interior landscape area.

***No Buffer Yard Required**

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21.18 TABLE I : Planting Buffer Yard

Boundary Zoning District →		R-1	R-2	R-3		RR	FR	AR		B-1	B-2	B-3		MUZ MAIN STREET	MUZ TOWN CENTER		HIGHWAY INTERCHANGE	I INDUSTRIAL
Proposed Development Zoning District																		
R-1		N																
R-2		B	N															
R-3		C	B	N														
RR		C	C	B		N												
FR		C	C	B		B	N											
AR		C	C	C		C	C	N										
B-1		B	B	B		B	B	B		N								
B-2		C	C	B		C	C	C		B	N							
B-3		C	C	C		C	C	C		B	B	N						
MUZ – MAIN STREET		A	A	A		B	C	C		A	A	B		N				
MUZ – TOWN CENTER		A	A	A		B	C	C		A	A	C		A	N			
HIGHWAY INTERCHANGE		C	C	C		C	C	C		B	B	B		B	C		N	
I - INDUSTRIAL		E	E	E		E	D	D		D	C	C		E	E		C	N

Key: N=No buffer yard required / See TABLE II

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FINDINGS UNDER SECTION 21.19

SECTION 21.19 LIGHTING, OUTDOOR

Outdoor light fixtures are electrically powered illuminating devices, outdoor lighting or reflective surfaces, lamps and similar devices, permanently installed or portable, used for illumination or advertisement. Such devices shall include search, spot and flood lights for buildings and structures, recreation areas, parking lot lighting, landscape lighting, billboards and other signs (advertising or other), street lighting, product display area lighting, building overhangs and open canopies.

All outdoor lighting fixtures including pole mounted or building mounted yard lights, dock lights, and shoreline lights other than decorative residential lighting such as low level lawn lights, shall be subject to the following regulations:

21.19.1 Lighting shall be designed and constructed in such a manner:

21.19.1.1 To insure that direct or directly reflected light is confined to the area needing it and that it is not directed off the property,

21.19.1.2 That all light sources and light lenses are shielded,

21.19.1.3 That any light sources or light lenses are not directly visible from beyond the boundary of the site,

21.19.1.4 That light from any illuminated source shall be so shaded, shielded, or directed that the light intensity or brightness will not be objectionable to surrounding areas.

21.19.2 Lighting fixtures shall be a down-type having one hundred (100) percent cut off. The light rays may not be emitted by the installed fixture at angles above the horizontal plane, as may be certified by photometric test. A United States flag, Michigan flag or a flag of a veteran's organization chartered by the United States Government shall be allowed to have light illuminating them from below

21.19.3 There shall be no blinking, flashing, or fluttering lighting, including changes in light intensity, brightness or color, except that lights may be controlled by a dimmer which can be periodically adjusted for conditions and signs as allowed in 21.38.2.1. Beacon lights are not permitted except where required by law.

21.19.4 No colored lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices.

21.19.5 Decorative lights during holiday seasons shall be allowed.

21.19.6 Modification of these outdoor lighting standards may be permitted by the Zoning Board of Appeals for temporary uses of not more than ten (10) days per year, following these provisions as closely as possible.

***See Email request for Addendum Letter**

FINDINGS UNDER SECTION 21.38

SECTION 21.38 SIGNS AND BILLBOARDS

Any publicly displayed sign, symbol or notice on premises to indicate the name of the occupant, to advertise the business there transacted, or directing to some other locale, shall be regulated as follows, and shall require permits in accordance with the terms of the County Building Code:

21.38.1 Signs Permitted

21.38.1.1 Name Plates in All Districts Residential, business or industrial name plates which are not illuminated and do not exceed a total area of two (2) square feet, may be permitted in any district, and may be permitted in addition to any other legal sign.

21.38.1.2 Accessory Signs in R1, R2, R3, RR, FR and AR Districts One (1) sign not to exceed fifteen (15) square feet may be permitted for uses other than dwelling units, in R1, R2, R3, and RR Districts. In the FR and AR Districts, one (1) sign not to exceed thirty-two (32) square feet in area and measuring not more than four (4) feet by eight (8) feet shall be permitted.

21.38.1.3 Accessory Signs in B, HX and I Districts

A. Signs for Single Business: A single business on one (1) lot or combination of lots in the B1, B2, B3, I and/or HX District may install accessory signs in accordance with the following regulations:

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1. Accessory Signs in B1, B2, B3, HX and/or I Districts may be permitted at the rate of two (2) per use, except that at least one (1) sign shall be affixed to or be within two (2) feet of and be parallel with the wall of the main building. One (1) sign may be a freestanding or pylon sign.

2. Signs mounted on and parallel with the wall of the main building shall not exceed a total area of two and one half (2½) feet times the length of the mounting wall.

3. Freestanding signs intended for local or passerby traffic shall not exceed a height of twelve (12) feet measured from the average grade at the base of the sign to the top of the sign. No freestanding sign shall exceed an area of thirty-two (32) square feet, and no such sign shall be longer than three (3) times its width.

4. Pylon signs, designed and intended to attract traffic from a major expressway or highway, are approved but shall not exceed a height of thirty-five (35) feet and must be constructed and mounted by approval methods set forth in the State Construction Code provided they meet the Airport Zoning Ordinance standards.

B. Signs for Shopping Centers, Shopping Centers, Commercial Developments or two (2) or more stores, offices, research or manufacturing facilities, or retail developments with multiple stores or Commercial PUDs or retail stores with an area over one hundred thousand (100,000) square feet or other Commercial Developments requiring Special Use Approval which have common off street Parking and/or entrance, may install accessory signs in accordance with the following regulations:

1. Signs which direct traffic movement within a property, and which do not exceed four (4) square feet in area for each sign are permitted.

2. One (1) free-standing identification sign for each street that the development faces.

   a. The free standing sign shall state only the name of the Shopping Center or multiple use development and Tenants located therein.

   b. No freestanding sign face shall exceed an area of one hundred (100) square feet.

   c. Freestanding signs shall not exceed a height of twenty five (25) feet measured from the average grade at the base of the sign to the top of the sign face. The structure supporting the sign shall not exceed a height of thirty (30) feet measured from the average grade at the base of the structure. The height shall not exceed three (3) times the width.

   d. Tenants of the shopping center or the owner of outlots included within the development plan or PUD shall not be permitted individual free standing signs, except gas stations as noted below.

3. Businesses within the development or PUD shall be permitted exterior wall signs; the total area of the exterior wall signs shall not exceed twenty percent (20%) of the area of the largest wall.

4. All businesses may display window signs in ground level windows in addition to any wall signs. Window signs shall not cover more than twenty percent (20%) of the total window area.

5. An automobile service station located on an outlot or on an individual lot within the development or PUD may have one (1) free standing sign in addition to the free standing sign utilized for the development. The free standing sign shall be for the purpose of advertising gasoline prices and other services provided on the premises. The service station sign shall comply with the regulations for a single business on its own lot as noted in Section 21.38.1.3(A) above.

21.38.1.4 Non Accessory Signs and Billboards

Billboards, poster boards, and non-accessory signs may be permitted in B2, B3, & I Districts provided the area of the sign does not exceed an area of two hundred (200) square feet in B2 & B3 Districts and three hundred (300) square feet in I Districts. A non-accessory sign or billboard shall not measure longer than three (3) times its width.

Signs that come under the jurisdiction of P.A. 106 of 1972 are under the jurisdiction of the Township, if the Township has adopted a sign ordinance.

21.38.1.5 Sign Lighting (also see SECTION 21.19 LIGHTING, OUTDOOR)

Signs internally illuminated or with a light emanating surface are allowed only in the RR, FR, AR, B1, B2, B3, I, HX, MUZ-Main Street and MUZ-Town Center Districts provided they meet the other requirements of this ordinance and are setback a minimum are setback a minimum of ten (10) feet from all road right-of-ways and seventy-five (75) feet from any other property line.

Signs internally illuminated or if sign has a light emanating surface, all light sources and reflecting surfaces immediately adjacent to the light source shall be shielded from view. Sign luminance level, beginning one (1) hour after sunrise and continuing until one (1) hour before sunset, shall not be greater than three thousand (3,000) nits, nor greater than one hundred (100) nits at all other times.

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Signs externally illuminated, the light on the proposed sign shall be mounted on the top of the sign, shall be directed downward onto the sign and shall be shielded so as to prevent rays of light from being directed into the sky or onto any portion of a street, road, highway or adjacent properties. Illumination shall be limited such that reflected luminance does not exceed one hundred (100) nits per square meter.

21.38.2 Signs Prohibited

21.38.2.1 Signs containing flashing, intermittent or moving lights. (A sign with messages or images accomplished by instantaneous re-pixilation NOT more often than one (1) time in any sixty (60) seconds shall NOT be considered flashing, intermittent or moving and shall be ALLOWED.)

21.38.2.2 Signs with moving or revolving parts.

21.38.2.3 Signs affixed to trees, rocks, shrubs or similar natural features.

21.38.2.4 Signs insecurely fixed, unclear, in need of repair, or signs which imitate official traffic signals or traffic control signs or devices.

21.38.2.5 Signs utilizing vehicles, trucks, vans, or other wheeled devices, unless such signs are used for periods of less than seven (7) consecutive days in any ninety (90) day period, or unless such

signs have been approved by the Planning Commission as meeting a special purpose, need and/or as being appropriate for the particular use.

21.38.2.6 Advertising devices such as banners, balloons, flags, pennants, pinwheels, searchlights or other devices with similar characteristics, except when used temporarily for periods not to exceed seven (7) days within any ninety (90) day period.

21.38.2.7 Signs which overhang or extend into a dedicated public right-of-way, without the written consent of the government unit having jurisdiction.

21.38.3 Signs Not Requiring a Zoning Permit

21.38.3.1 Name Plates not to exceed two (2) square feet.

21.38.3.2 Existing signs may be changed or altered so long as none of the provisions of the Zoning Ordinance are violated.

21.38.3.3 Bulletin Boards that do not exceed fifteen (15) square feet for churches, public and semi-public institutions, and/or schools.

21.38.3.4 Signs that have been approved in conjunction with a valid zoning permit for any principal use or use as detailed in a plot plan or site plan.

21.38.3.5 Street name signs and other signs established by state, county, or township units of government when necessary for giving proper directions or otherwise safeguarding the public in any district.

21.38.3.6 Non-advertising signs erected by any organization, person, firm, or corporation that are needed to warn the public of dangerous conditions and unusual hazards including: caving ground, drop-offs, high voltage, fire danger, explosives, severe visibility limits, etc., in any district.

21.38.3.7 Temporary signs not exceeding ten (10) square feet advertising a premises being for rent, for lease, and/or for sale in any district. All such signs shall be removed within fourteen (14) days of the consummated lease or sale of the premises.

21.38.3.8 Accessory signs on farms advertising stock, produce and other farm products produced on the premises, provided the area of sign does not exceed thirty-two (32) square feet.

21.38.3.9 Accessory directional signs each not to exceed two (2) square feet in area on buildings, such as but not necessarily limited to: entrance, exit, loading dock, low clearance, garage, office, warehouse, boiler room, service, and the like.

21.38.3.10 Up to two (2) accessory property directional signs each not to exceed two (2) square feet in area, identifying or directing to the following: entrance, exit, visitors parking, no parking, other traffic flow directions, and similar functional signs.

It is intended that accessory property directional signs be included on the site plan for approval as to location and number by the Planning Commission.

21.38.4 Placement of Signs and Setbacks, Signs in any zoning district must be placed at least ten (10) feet back from any right-of-way or lot-line.

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21.38.5 Off Premises Directory Sign – Private, Where a business use or tourist service facility is not located directly on a major tourist route, but is dependent upon passerby traffic for support, one (1) off the premises directory sign located on a County maintained road may be permitted in business or non-business districts, on each road or link or segment of road that affords access to the use, but entails a major change in the direction of travel.

Off premises directory signs shall not exceed an area of fifteen (15) square feet. Community directional signs serving more than one (1) use may be permitted to a maximum size of thirty-two (32) square feet.

21.38.6 Sign Variances, In order to provide relief for reasons of practical difficulty and to allow greater flexibility in property and use signing, the Zoning Board of Appeals may, after a public hearing, permit signs that:

21.38.6.1 Exceed the maximum number of signs permitted when there is more than one (1) bordering street to serve the use.

21.38.6.2 Exceed the maximum sign area for reasons of unusual setback, cooperative sign use (joint use or community type advertising), large site area, and/or natural feature limitations to attaining reasonable signing of the use.

21.38.6.3 Revolve, provided it can be demonstrated that a stationary sign would not afford reasonable notice to the use.

21.38.6.4 Have intermittent lighting in order to construct a public service time and temperature sign in those instances where the applicant can demonstrate a need or show community desire for such a sign service.

21.38.6.5 Exceed the maximum height in those instances where a taller sign is necessary to overcome natural conditions (topography, vegetation, etc.).

In granting sign variances, the Zoning Board of Appeals shall consider the impact of each sign on adjoining residential districts, scenic views, out of character skyline intrusions, and obstructions to signs or uses on adjoining properties. Also the purpose of the sign and its applicability to uses that serve tourists or passerby motorists shall be considered in granting or denying a sign exception.

***See Email request for Addendum Letter**

FINDINGS UNDER SECTION 21.42

SECTION 21.42 TRASH RECEPTACLES/DUMPSTERS

21.42.1 Residential Trash Receptacles shall be placed at curbside no earlier than twenty-four (24) hours from the scheduled pick-up day. Any trash receptacle placed at curb side shall be removed from curb side no later than twenty-four (24) hours after the scheduled pick-up day.

21.42.2 Commercial Trash Receptacles / Dumpsters may be placed upon a parcel of land in such a manner to facilitate loading and unloading. They may be placed no closer than ten (10) feet to any adjoining property. All Trash Receptacles shall be properly maintained with working lids and the lids shall be maintained in a closed position.

21.42.2.1 During the site plan review process the Planning Commission or Zoning Administrator may require Commercial Businesses abutting land zoned Residential (R1, R2, R3, RR) or existing residential development in other zoning districts (HX) to maintain a greater setback than ten (10) feet but in no case shall the required setback be greater than twenty five (25) feet.

21.42.3 Temporary Commercial Construction Dumpsters are exempt from these regulations.

21.42.4 Trash Receptacles / Dumpsters meeting the requirements of Sections 21.42.1, 21.42.2 & 21.42.3 shall not be considered unsightly areas as covered in Section 21.18.5.

***No trash receptacle planned**

FINDINGS UNDER SECTION 21.43

SECTION 21.43 UNDERGROUND UTILITY WIRES

Within the area of a plat or site plan, all distribution lines for electric, communications or similar associated services shall be placed underground. Those electric and communication facilities placed in dedicated public ways shall be installed so as not to conflict with other underground utilities. All communication and electric facilities shall be constructed in accordance with

Exhibit 14

standards of construction approved by the Michigan Public Service Commission. All underground utility installations which traverse privately-owned property shall be protected by easements granted by the owner of such property.

The Planning Commission may, by resolution, waive or modify any of the above requirements for underground line installations with respect to a particular plat or site plan when the strict application of the above requirements would result in unnecessary hardship. Prior to any such waiver or modification, a public hearing regarding the proposal shall be held by the Planning Commission.

***See Email request for Addendum Letter**

FINDINGS UNDER ARTICLE 19 / PERMITTED USES SUBJECT TO SPECIAL CONDITIONS:

19.7.1 The property subject to the application is located in a zoning district in which the proposed special land use is allowed.
HAS - HAS NOT BEEN MET

19.7.2 The proposed special land use will not involve uses, activities, processes, materials or equipment that will create a substantially negative impact on the natural resources of the county or the natural environment as a whole.
HAS - HAS NOT BEEN MET

19.7.3 The proposed special land use will not involve uses, activities, processes, materials or equipment that will create a substantially negative impact on other conforming properties in the area by reason of traffic, noise, smoke, fumes, glare, odors or the accumulation of scrap material that can be seen from any public highway or seen from any adjoining land owned by another person.
HAS - HAS NOT BEEN MET

19.7.4 The proposed special land used will be designed, constructed, operated and maintained so as not to diminish the opportunity for the surrounding properties to be used and developed as zoned.
HAS - HAS NOT BEEN MET

19.7.5 The proposed special land use will not place demands on fire, police or other public resources in excess of current capacity.
HAS - HAS NOT BEEN MET

19.7.6 The proposed special land use will be adequately served by public or private streets, water and sewer facilities and refuse collection and disposal services.
HAS - HAS NOT BEEN MET

19.7.7 If the proposed special land use includes more than fifteen thousand (15,000) square feet of impervious surface, then the storm water management system employed by the use shall (i) preserve the natural drainage characteristics of the site and enhance the aesthetics of the site to the extent possible, (ii) employ storm water disposal through evaporation and infiltration when reasonably possible, (iii) shall not discharge storm water directly to wetlands or surface waters
unless there is no other prudent or reasonably feasible means of discharge, (iv) shall not serve to increase the quantity no rate of discharge leaving the property based on 25-year storm criteria, (v) shall be designed using Best Management Practices identified by the DNR or its successor agency, and (vi) shall identify the party responsible for maintenance of the storm water management system.
HAS - HAS NOT BEEN MET

19.7.8 The proposed special land use complies with all specific standards required under this Ordinance applicable to it.
HAS - HAS NOT BEEN MET

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SECTION 19.8 - CONDITIONS

The Planning Commission may attach reasonable conditions to the approval of a special use permit. These conditions may include those necessary to insure that public services and facilities affected by a proposed special land use will be capable of accommodating increased service and facility loads caused by the special land use, to protect the natural environment and conserve natural resources and energy, to insure compatibility with adjacent uses of land and to promote the use of land in a socially and economically desirable manner. Any conditions imposed, however, shall meet all the following requirements.

19.8.1 Be designed to protect natural resources, the health, safety and welfare and the social and economic well-being of those who will use the land use or activity under consideration, residents and landowners immediately adjacent to the proposed special land use and the community as a whole.

19.8.2 Be related to the valid exercise of the police power and purposes which are affected by the proposed special land use.

19.8.3 Be necessary to meet the intent and purpose of the zoning ordinance, be rated to the standards established in the ordinance for the special land use under consideration and be necessary to insure compliance with those standards.

*** Motion made by Mr. Caverson to approve PZSU17-001 as submitted with the conditions that they revise their site plan meeting all requirements of Section 23.2 and their listed conformance in their application; Seconded by Mr. Arndt.

Motion approved unanimously.

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OTSEGO COUNTY
PLANNING COMMISSION

PZSU17-002
Special Use Permit/Site Plan Review
060-013-300-060-00

Exhibit List

Exhibit #1:	Applications for case PZSU17-002 submitted by Applicant/Representative
Exhibit #2:	Otsego County Zoning Map Effective Date March 20, 2010/Amended January 24, 2017
Exhibit #3:	Otsego County Zoning Ordinance Effective March 20, 2010/Amended September 12, 2017*(reference)*
Exhibit #4:	Copy of Otsego County Equalization Department record card/Quit Claim 1347/606, 1443/608
Exhibit #5:	Site Plan/PZSU17-002 submitted by Applicant /Representative
Exhibit #6:	Site Plan Narrative
Exhibit #7:	Statement of representation dated November 7, 2017
Exhibit #8:	Public Hearing Notice
Exhibit #9:	Letter to Elmira Township Planning Commission dated March 23, 2018
Exhibit #10:	Response from Elmira Township dated April 12, 2018
Exhibit #11:	Map and list of parties notified
Exhibit #12:	Receipt #01314419
Exhibit #13:	General Finding of Fact/PZSU17-002
Exhibit #14:	Specific Finding of Fact/PZSU17-002
Exhibit #15:	Disclosure Statement/ Porcupine Shores Site Condominium By-Laws
Exhibit #16:	Letter dated January 2, 2018 from Otsego County Health Department
Exhibit #17:	Response from Otsego County Road Commission dated December 5, 2017
Exhibit #18:	Letter dated January 3, 2018 from Otsego County Soil Conservation District
Exhibit #19:	Emergency Access Letter of Intent

OTSEGO COUNTY
LAND USE SERVICES

1322 HAYES RD GAYLORD MI 49735
PHONE: 989.731.7400 * FAX: 989.731.7419
www.otsegocountymi.gov

APPLICATION FOR SPECIAL USE PERMIT

Date:	Parcel Number: 109-060-013-300-060-00

PROPERTY LOCATION: *(REQUIRED)*

Address:		City: Gaylord	Zip Code: MI
Township: Elmira	Zoning District: FR	Section: 13	T 31 N/R 4 W

APPLICANT: Dave Drews

Name: Northern Michigan Engineering		Owner/Agent/Other Interest (circle one)	
Address: 111 W. Mitchell St. Suite B	City: Gaylord	State: MI	Zip Code: 49735
Phone: (989) 217-3177	Fax: ( ) -		

PROPERTY OWNER: *(If different from Applicant)*

Name: CALDS Properties LLC		Phone: (734) 843 7998	
Address: 7374 Chilson Rd	City: Howell	State: MI	Zip Code: 48843

DESCRIPTION OF PROJECT AND PROPOSED USE:
(5) Single family homesites under Cluster Development Option

SIGNATURE OF APPLICANT:	DATE:
[signature]	11/7/2017

***All information received by this department is subject to the Freedom of Information Act. Under this Act, persons are allowed to request copies of said information. This includes but is not limited to, all copies of drawing and blueprints.

OFFICE USE ONLY

Date Application Received:	Permit Number: PZSUP.002	
Date Application Complete: March 23, 2018	Fee: $700	Receipt Number: 01314419

Exhibit 1

OTSEGO COUNTY
LAND USE SERVICES
1322 HAYES RD GAYLORD MI 49735

PHONE: 989.731.7400 * FAX: 989.731.7419

www.otsegocountymi.gov

APPLICATION FOR SITE PLAN REVIEW

APPLICANT: Dave Drews

Name: Northern Michigan Engineering	Owner/Agent/Other Interest *(circle one)*
Address: 111 W. Mitchell St. Gaylord, MI 49735	
Phone: (989) 217-3177	Fax: ( ) -

PROPERTY OWNER: *(If different from Applicant)*

Name: CAIDS Properties LLC	
Address: 7374 Chilson Road, Howell, MI 48843	
Phone: (734) 843-7998	Fax: ( ) -

PROPERTY LOCATION:

Township: Elmira	Section: 13	T 31 N/R 4 W	Zoning District: FR
Site Address:			
Parcel Number: 69-060-013-300-060-00			
Description of Project and Proposed Use: (5) S.F. Homesites in cluster residential development.			

Signature of Applicant:	**Date:** 11/7/2017

***All information received by this department is subject to the Freedom of Information Act. Under this act, persons are allowed to request copies of said information. This includes but is not limited to copyrighted drawings and blueprints

Exhibit 1

Attention

*Please refer to the Otsego County Zoning Ordinance particularly Section 21 and Section 23 to assure all items are addressed on the site plan and allow for a smooth presentation to the governing body.

The following items are required on all site plans before they can be submitted for review to the various approving entities:

1. The applicant's name, address and phone number in full.
   Yes ✓ No___ NA___ if "NA" explain:_____
2. Proof of property ownership and whether there are any options on the property or any liens against it.
   Yes ✓ No___ NA___ if "NA" explain:_____
3. A signed statement that the applicant is the owner of the property or officially acting on the owner's behalf.
   Yes ✓ No___ NA___ if "NA" explain:_____
4. The name and address of the owner(s) of record if the applicant is not the owner of record (or firm or corporation having a legal or equitable interest in the land) and the signature of the owner(s).
   Yes ✓ No___ NA___ if "NA" explain:_____
5. The address and or parcel number of the property.
   Yes ✓ No___ NA___ if "NA" explain:_____
6. Name and address of the developer (if different from the applicant).
   Yes ✓ No___ NA___ if "NA" explain:_____
7. Name and address of the engineer, architect and/or land surveyor.
   Yes ✓ No___ NA___ if "NA" explain:_____
8. Project title.
   Yes ✓ No___ NA___ if "NA" explain:_____
9. Project description, including the total number of structures, units, bedrooms, offices, square feet, total and usable floor area, parking spaces, carports or garages, employees by shift, amount of recreation and open space, type of recreation facilities to be provided and related information as pertinent or otherwise required by the ordinance.
   Yes ✓ No___ NA___ if "NA" explain:_____
10. A vicinity map drawn at a scale of 1"=2000' with North point indicated.
    Yes ✓ No___ NA___ if "NA" explain:_____
11. The gross and net acreage of all parcels in the project.
    Yes ✓ No___ NA___ if "NA" explain:_____
12. Land uses, zoning classification and existing structures on the subject parcel and adjoining parcels.
    Yes ✓ No___ NA___ if "NA" explain:_____
13. Project completion schedule/development phases.
    Yes ✓ No___ NA___ if "NA" explain:_____

14. The site plan shall consist of an accurate, reproducible drawing at a scale of 1"= 50 or fewer feet or less for sites of less than three (3) acres and 1"=100 or fewer feet or less if the site is larger than three (3) acres. The site plan shall show the site and all land within fifty (50) feet of the site. If multiple sheets are used, each shall be labeled and the preparer identified.

Yes ✓ No___ NA___ if "NA" explain:_____

All site plans shall be sealed by a professional engineer, surveyor, architect or landscape architect and each site plan shall depict the following:

15. Location of proposed and/or existing property lines, dimensions, legal descriptions, setback lines, monument locations and shoreland and natural river district, if any.

Yes ✓ No ___NA___ if "NA" explain:_____

16. Existing topographic elevations and proposed grades in sufficient detail to determine direction of drainage flows.

Yes ✓ No ___NA___ if "NA" explain:_____

17. The type of existing soils at proposed storm water detention and retention basins and/or other areas of concern. Boring logs may be required if necessary to determine site suitability.

Yes ✓ No ___NA___ if "NA" explain:_____

18. Location and type of significant existing vegetation.

Yes ✓ No ___NA___ if "NA" explain:_____

19. Location and elevations of existing water courses and water bodies, including county drains and man-made surface drainage ways, flood plains and wetlands within fifty (50) feet of the parcel.

Yes ✓ No ___NA___ if "NA" explain:_____

20. Location of existing and proposed buildings and intended uses thereof, as well as the length, width and height of each building and typical elevation views of proposed structures.

Yes___ No___ NA ✓ if "NA" explain: No structures existing / proposed

21. Proposed location of accessory structures, buildings and uses, including all flagpoles, light poles, bulkheads, docks, storage sheds, transformers, air conditioners, generators and similar equipment and the method of screening where applicable.

Yes ___No ___NA ✓ if "NA" explain: No structures on land

22. Location of existing public roads, right-of-ways and private easements of record and abutting streets. Notation of existing traffic counts and trip generation estimates may be required if deemed appropriate by the Zoning Administrator or Planning Commission.

Yes ✓ No ___NA___ if "NA" explain:_____

23. Location of and dimensions of proposed streets, drives, curb cuts and access easements, as well as acceleration, deceleration and passing lanes (if any) serving the development. Details of entryway and sign locations shall be separately depicted with an elevation view.

Yes ✓ No ___NA___ if "NA" explain:_____

24. Location, design and dimensions of existing and/or proposed curbing, barrier free access, carports, parking areas (including indication of all spaces and method of surfacing) and fire lanes.

Yes ___No ___NA ✓ if "NA" explain: No existing / No proposed

25. Location, size, and characteristics of all loading and unloading areas.

Yes ___No ___NA ✓ if "NA" explain: Residential use only

26. Location and design of all sidewalks, walkways, bicycle paths and areas for public use.

Yes ___No ___NA ✓ if "NA" explain: none

27. Location of water supply lines and/or wells, including fire hydrants and shut off valves, the location and design of storm sewers, retention or detention ponds, waste water lines, clean-out locations, connection points and treatment systems, including septic systems if applicable.

Yes ___ No ___ NA ✓ if "NA" explain: On site well & Septic by owner

28. Location of all other utilities on the site including natural gas, electric, cable TV, telephone and steam.

Yes ___ No ___ NA ✓ if "NA" explain: None

29. Proposed location, dimensions and details of common open spaces and common facilities, such as community buildings or swimming pools if applicable.

Yes ✓ No ___ NA ___ if "NA" explain: ___

30. Location, size and specifications of all signs and advertising features with elevation views from front and side.

Yes ___ No ___ NA ✓ if "NA" explain: None planned

31. Exterior lighting locations with area of illumination illustrated as well as the type of fixtures and shielding to be used.

Yes ___ No ___ NA ✓ if "NA" explain: None planned

32. Location and specifications for all fences, walls and other screening features with elevation views from front and side.

Yes ___ No ___ NA ✓ if "NA" explain: None planned

33. Location and specifications for all proposed perimeter and internal landscaping and other buffering features. For each new landscape material, the proposed size at the time of planting must be indicated. All vegetation to be retained on the site must also be indicated, as well as its typical size by general location or range of sizes as appropriate.

Yes ___ No ___ NA ✓ if "NA" explain: None planned

34. Location, size and specifications for screening of all trash receptacles and other solid waste disposal facilities.

Yes ___ No ___ NA ✓ if "NA" explain: None planned

35. Location and specifications for any existing or proposed above or below ground storage facilities for any chemicals, salts, flammable materials or hazardous materials, as well as any containment structures or clear zones required by government authorities.

Yes ___ No ___ NA ✓ if "NA" explain: None

36. Identification of any significant site amenities or unique natural features.

Yes ✓ No ___ NA ___ if "NA" explain: ___

37. Identification of any significant views onto or from the site to or from adjoining areas.

Yes ✓ No ___ NA ___ if "NA" explain: Lake view from/to Site

38. North arrow, scale and date of original submittal and last revision.

Yes ✓ No ___ NA ___ if "NA" explain: ___

39. Seal of the registered engineer, architect, landscape architect, surveyor or planner who prepared the site plan.

Yes ___ No ___ NA ___ if "NA" explain: ___

40. Paid appropriate fees to Otsego County.

Yes ___ No ___ NA ___ if "NA" explain: ___

Attention

All site plans shall be sealed by a professional engineer, surveyor, architect or landscape architect. In the immediate area of the seal there shall also be the following statement, signed by the professional sealing the plans:

> I do hereby certify that these plans have been prepared under my sustained review and, to the best of my professional knowledge, understanding and information; the design of this project is in compliance with the Otsego County Zoning Ordinance dated: _____

Or

> I do hereby certify that those plans have been prepared under my sustained review and, to the best of my professional knowledge, understanding and information; the design of this project is in compliance with the Otsego County Zoning Ordinance dated _____, except for the following items: (List known variations from the Ordinance)

******OFFICE USE ONLY******

Date Application Received:	Fee: —	Receipt Number: 0131419
Permit No: PZ3417.002	Soil Erosion Permit No:	
Approved:	Denied:	By:
Conditions:		
Reasons:		

PZSU17-002
060-013-300-060-00
3650 PARMATER RD

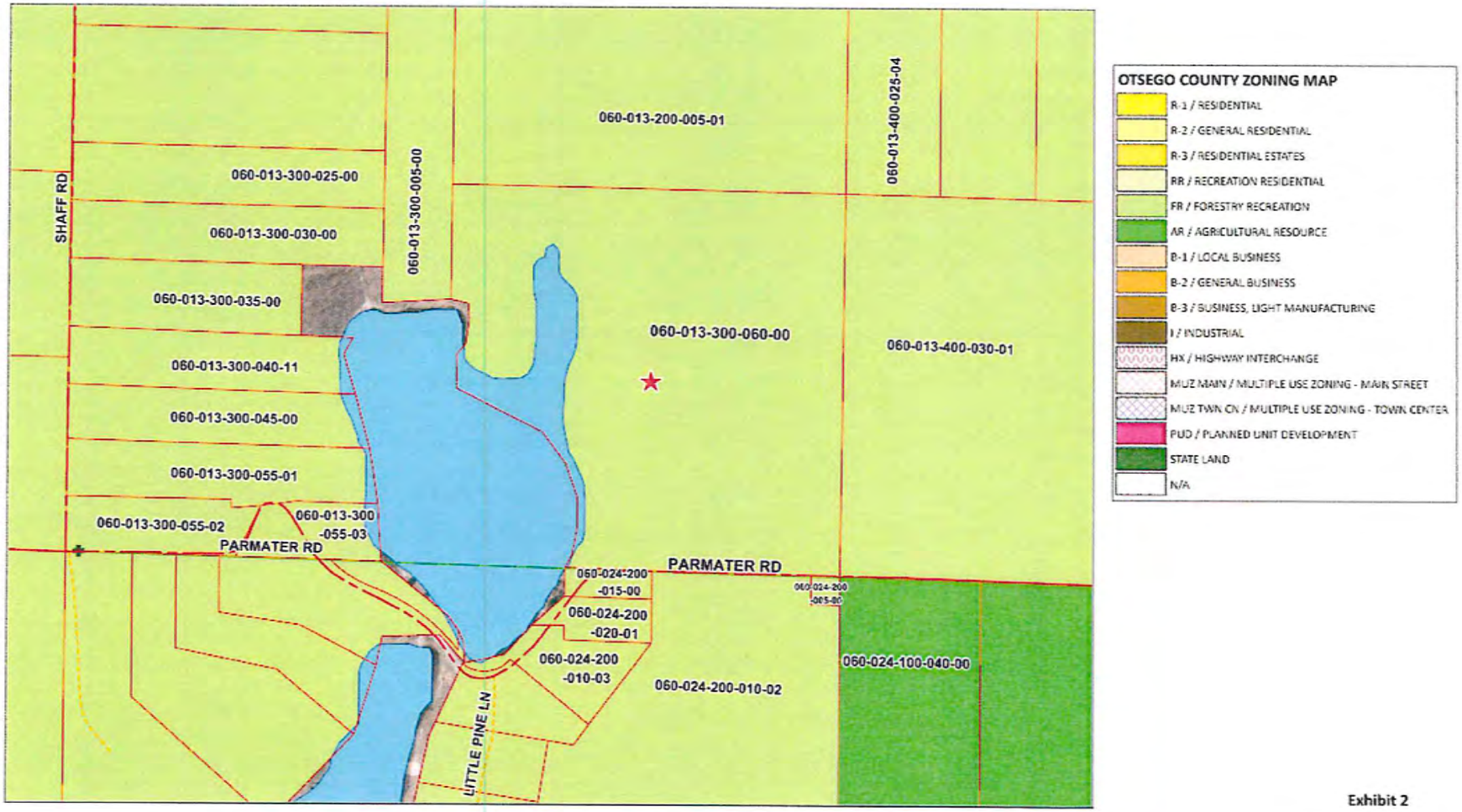

Exhibit 2

Parcel Number: 69-060-013-300-060-00 Jurisdiction: ELMIRA TOWNSHIP County: OTSEGO Printed on 01/08/2018

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
STANHOPE, CURTIS D	CALDS PROPERTIES LLC	0	10/03/2017	QC	No Sale Price	1443/0608	DEED	0.0
JAMES SCHENDEN LLC	STANHOPE, CURTIS D & ANNET	0	05/08/2014	QC	No Sale Price	1347/606	DEED	100.0
REVERSE MORTGAGE SOLUTIONS	JAMES SCHENDEN LLC	100,000	04/24/2014	CvD	Bank Sale	1348/274	DEED	100.0
OTSEGO COUNTY	REVERSE MORTGAGE SOLUTIONS	0	12/01/2011	ShD	FORECLOSURE (MORTG)	1274/183	Deed	0.0

Property Address

3650 PARMATER RD

Owner's Name/Address

CALDS PROPERTIES LLC
7374 CHILSON RD
HOWELL MI 48843

Tax Description

GOVT LOT 2. SEC 13 T31N R4W.

Comments/Influences

Class: 402 RES VACANT Zoning: FR

School: Gaylord Community

P.R.E. 0%

: 0.00

2018 Est TCV 154,800(Value Overridden)

Building Permit(s)	Date	Number	Status

Improved X Vacant

Public Improvements

Dirt Road
Gravel Road
Paved Road
Storm Sewer
Sidewalk
Water
Sewer
Electric
Gas
Curb
Street Lights
Standard Utilities
Underground Utils.

Topography of Site

Level
Rolling
Low
High
Landscaped
Swamp
Wooded
Pond
Waterfront
Ravine
Wetland
Flood Plain

Who When What

Land Value Estimates for Land Table .

Description	Frontage	Depth	* Factors * Front	Depth	Rate	%Adj.	Reason	Value
			35.940 Acres		0	100		0
		35.94	Total Acres		Total Est. Land Value =			0

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
2018	77,400	0	77,400			32,622C
2017	77,400	0	77,400			31,952C
2016	77,400	0	77,400			31,667C
2015	77,400	0	77,400			31,573C

The Equalizer. Copyright (c) 1999 - 2009.
Licensed To: County of Otsego, Michigan

*** Information herein deemed reliable but not guaranteed***

Exhibit 4

OTSEGO COUNTY MICHIGAN
RECEIVED FOR RECORD
SUSAN DEFEYTER, CLERK/REGISTER OF DEEDS
05/16/2014 11:34:27 AM

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That JAMES SCHENDEN, LLC, a Michigan Limited Liability Company

Whose address is: 162 NORTHPOINTE DRIVE, LAKE ORION MICHIGAN 48359

QUIT CLAIMS to: CURTIS D. STANHOPE and ANNETTE L. STANHOPE, his wife

Whose address is: 4369 Old Mill Rd. Pinckney, Michigan 48169

A vacant parcel of property located in the Township of Elmira, Country of Otsego, and State of Michigan described as:

Government Lot 2, Section 13, Town 31North, Range 4 West.

Tax Parcel # 69 060 013 300 005 00

And, property situated in the Township of Elmira, County of Otsego, and State of Michigan, commonly known as 3650 Parmater Rd. Gaylord, Michigan 49735, and more particularly described as:

Beginning at the West ¼ corner of Section 13, Town 31 North, Range 4 West, proceeding thence South 83 degrees 29 minutes 50 seconds East along the East-West ¼ line 1084.87 feet to the point of beginning: continuing thence South 83 degrees 29 minutes 50 seconds East 251.32 feet to the 1/8 corner; thence South 05 degrees 29 minutes 20 seconds West 1726.42 feet to the shores of Porcupine Lake; thence South 89 degrees 21 minutes 40 seconds West along the Lake 252.74 feet; thence North 05 degrees 29 minutes 20 second East 1744.90 feet to the point of beginning.

Tax Parcel # 69 060 013 300 060 00

for the full consideration of: $10.00. This transfer is exempt from the real estate transfer tax under the provisions of MCLA 207.505 for the reason that the actual consideration for the transfer is less than $100.00.

Dated this 8th day of May 2014

Signed and Sealed:

JAMES SCHENDEN, LLC

RCVD MAY16'14 11:31

BY: JAMES M. SCHENDEN, MEMBER/ MANAGER

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

The foregoing instrument was acknowledged before me this 8th day of May 2014, by JAMES M. SCHENDEN.

REBECCA J. BOYER Notary Public
Oakland County, Michigan
COMMISSION EXPIRES: December 13, 2019

Instrument Drafted By:
James M. Schenden
162 Northpointe Dr.
Lake Orion MI 48359

When recorded return to &
Send subsequent tax bills to:
CURTIS & ANNETTE STANHOPE
4369 OLD MILL RD.
PINKNEY, MICHIGAN 48169

14/1

Exhibit 4

Prepared By

Name: Annette L Stanhope
Address: 7374 Chilson Road
Howell
State: MI Zip Code: 48843

After Recording Return To

Name: Curtis D Stanhope
Address: 7374 Chilson Road

State: MI Zip Code: 48843

R1443 608 1

LIBER 1443 PAGE 608

OTSEGO COUNTY MICHIGAN
RECEIVED FOR RECORD
SUSAN DEFEYTER, CLERK/REGISTER OF DEEDS
10/06/2017 10:54:52 AM

Space Above This Line for Recorder's Use

MICHIGAN QUIT CLAIM DEED

STATE OF MICHIGAN

RCVD OCT6'17 AM 10:53

COUNTY OF OTSEGO

KNOW ALL MEN BY THESE PRESENTS, That Curtis D Stanhope, a Grantor, residing at 7374 Chilson Road, County of Livingston, City of Howell, State of Michigan (hereinafter known as the "Grantor(s)") hereby quit claims to CALDS PROPERTIES LLC, a Grantee, residing at 7374 Chilson Road, County of Livingston, City of Howell, State of Michigan 48843 (hereinafter known as the "Grantees(s)") for the sum of One Dollar ($1.00) and releases all the rights, title, interest, and claim in or to the following described real estate, situated in the County of Otsego, Michigan to-wit:

69-060-013-300-060-00

GOVT LOT 2. SEC 13 T31N R4W SE/SW

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

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E 30/2

Exhibit 4

Grantor's Signature
Curtis D Stanhope
Grantor's Name
7374 Chilson Road
Address
Howell, MI 48843
City, State & Zip

Grantor's Signature
Annette L Stanhope
Grantor's Name
7374 Chilson Road
Address
Howell, MI 48843
City, State & Zip

STATE OF MICHIGAN)

COUNTY OF LIVINGSTON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CURTIS D + ANNETTE L. STANHOPE whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 3RD day of OCTOBER, 2017.

Notary Public

My Commission Expires: 7/9/21

Steven P Pode

NOTARY PUBLIC
COUNTY OF LIVINGSTON
My Comm. Expires 07/09/2021

STATE OF MICHIGAN

STEVEN P. PODE
NOTARY PUBLIC
LIVINGSTON COUNTY

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Application for Special Use Permit
Proposed "Porcupine Shores"

Article 19 Submittal Requirements, Summary and Narrative

- 19.2 – Application and fee
  Submitted

- 19.3.1 - Applicant
  Northern Michigan Engineering Inc. (David Drews, President)
  111 W. Mitchell St., Suite B
  Gaylord, MI 49735
  (989) 217-3177

- 19.3.2 – Property Description
  PID#060-013-300-005-00
  3650 Parmater Road, Gaylord MI 49735
  Legal description – See DRAFT Exhibit B Cover Sheet

- 19.3.3 – Applicant Statement
  I, David C. Drews, President of Northern Michigan Engineering Inc.(NME), hereby certify that the property owner, Annette and Curtis Stanhope, have authorized NME to act as their representative for purposes of applying for a Special Use Permit and Site Plan submittal for the proposed "Porcupine Shores" PUD (condominium) project.

  Date 9/11/17

- 19.3.4 – Site Plan
  See attached

- 19.3.5 – Detail Description – Proposed Land Use
  The proposed "Porcupine Shores" condominium project proposes the creation of (5) single family home sites arranged as a cluster development on the east shore of Porcupine Lake *(Section 21.5 Cluster Residential Option)*. The land is zoned FR. In the FR district, the minimum parcel size is 2.02 acres and 150' minimum lot width.

  The proposed condominium boundary contain 13.22 acres. The land area dedicated to the (5) single family home sites contains 2.65 acres, and the remaining 10.57 acres shall be dedicated to open space preservation and permanently established by the recording of the condominium Master Deed. Contained within the proposed open space area are wetlands

Application for Special Use Permit

Proposed "Porcupine Shores"

Article 19 Submittal Requirements, Summary and Narrative

- 19.2 – Application and fee
  Submitted

- 19.3.1 - Applicant
  Northern Michigan Engineering Inc. (David Drews, President)
  111 W. Mitchell St., Suite B
  Gaylord, MI 49735
  (989) 217-3177

- 19.3.2 – Property Description
  PID#060-013-300-005-00
  3650 Parmater Road, Gaylord MI 49735
  Legal description – See DRAFT Exhibit B Cover Sheet

- 19.3.3 – Applicant Statement
  I, David C. Drews, President of Northern Michigan Engineering Inc.(NME), hereby certify that the property owner, Annette and Curtis Stanhope, have authorized NME to act as their representative for purposes of applying for a Special Use Permit and Site Plan submittal for the proposed "Porcupine Shores" PUD (condominium) project.

  Date 9/11/17

- 19.3.4 – Site Plan
  See attached

- 19.3.5 – Detail Description – Proposed Land Use
  The proposed "Porcupine Shores" condominium project proposes the creation of (5) single family home sites arranged as a cluster development on the east shore of Porcupine Lake *(Section 21.5 Cluster Residential Option)*. The land is zoned AR. In the AR district, the minimum parcel size is 2.02 acres and 150' minimum lot width.

  The proposed condominium boundary contain 13.22 acres. The land area dedicated to the (5) single family home sites contains 2.65 acres, and the remaining 10.57 acres shall be dedicated to open space preservation and permanently established by the recording of the condominium Master Deed. Contained within the proposed open space area are wetlands

and slopes of 20%> which shall be deducted from the gross open space area for purposes of determining compliance with the zoning ordinance. *(Section 21.5.4)*

The minimum open space required when utilizing the Cluster Residential Option is determined as follows:

- 50% of 10.00 acres = Minimum 5.00 acres of open space required *(Section 21.5.1)*

For our project, 50% of total land area is 6.61 acres after deduction for wetland areas and 20%> slopes. *(Section 21.5.5)*

- Proposed open space area = 10.57 acres
- Deduct for wetlands = 1.12 acres
- Deduct for 20%> slopes = 2.83 acres
- Net open space provided = 6.62 acres

The "Schedule of Dimensions" may be waived when the Cluster Residential Option is applied. *(Section 21.5.5).*

When utilizing the Cluster Development Option, the ordinance requires conformance to the Open Space Plan contained in the PUD section of the ordinance. *(Section 24.3)* For purposes of this project, the following dimensional requirements apply:

- Minimum lot depth of 100' and width of 80' *(Section 24.3.2.2)*
  - All proposed lots exceed these requirements.
- Minimum open space required due to reduced lot size
  - (5 lots x 2.02 acres) – 2.65 acres lot development area = 7.45 acres minimum open space area

As proposed, the dedicated open space area exceeds the minimum requirements contained in Sections 21.5 and 24.3.

When utilizing the Cluster Development Option, the ordinance requires a minimum setback from the project perimeter of 70 feet. *(Section 21.5.3)*

- The proposed building setback shown on proposed Unit 1 meets this requirement.

The existing private drive entrance from Parameter Road will provide access to all proposed home sites. The (5) proposed units will share in the use and maintenance/upkeep of common area and private road. All condominium projects require the formation of a property owner's association and the all co-owners are required to be members of the association. All co-owners are required to share in the repair/maintenance of common areas. *(Section 21.5.4)*

- <u>19.3.6 – Compliance with Section 19.8</u>

  The proposed "Porcupine Shores" condominium project is designed to permanently protect critical wetlands, the Porcupine Lake shoreline and significant woodland areas. The project will utilize the existing private drive entrance from Parameter Road and re-route a portion of the existing trail road through the property to provide for home site use and access. The soils on site are sandy and well drained and the private road will be routed so as to minimize grades and eliminate storm water runoff. The portion of the new road to be re-routed will be

cleared to a 20' width and maintained as a primitive road surface by the association. The owner's association will collect dues for maintenance of common areas, and specifically for private road maintenance and snow removal.

The development is limited to only single-family use that cannot be expanded or modified in the future. The proposed uses, activities, processes, materials or equipment utilizing the property will not have a substantial negative impact on the natural resources of the development area, surrounding area, the county or natural environment as a whole.

The proposed special land use will not involve uses, activities, processes, materials or equipment that will create a substantially negative impact on other conforming properties in the area by reason of traffic, noise, smoke, fumes, glare, odors or the accumulation of scrap material that can be seen from any public highway or seen from any adjoining land owned by another person.

"Porcupine Shores" will be designed, constructed, operated and maintained so as not to have any impact or diminish the opportunity for the surrounding properties to be used and developed as zoned.

The proposed (5) single-family home sites will not place demands on fire, police or other public resources in excess of current capacity.

The proposed special land use will be adequately served by the public road, Parameter Road, and the private road serving the proposed home sites. On-site water/sewer services will be the responsibility of each homeowner, and refuse collection and disposal services shall be the responsibility of the owner's association.

No impervious surface is proposed for any portion of the private road and due to highly permeable soils and minimal road grades, no special soil erosion control measures are anticipated.

NME

Date 11/1/2017

CALDS Properties, LLC
7374 Chilson Rd
Howell, MI 48843

Re Land Development Planning & Surveying. Parcel 060-013-300-060-00
Section 13, T31N-R4W

To whom it may concern,
We are writing to advise you that we have been retained by Annette & Curtis Stanhope, with regard to represent them for application for special use permit and site plan review services on their behalf Please use this "Letter of Representation" as needed for any further matters.

Please call or e-mail me if you have any questions regarding our services or for any additional services that may be required.

Sincerely,

David C. Drews. Project Manager 11/7/2017

X

Annette & Curtis Stanhope 11/7/17

X

Exhibit 7

OTSEGO COUNTY
PLANNING COMMISSION

PUBLIC HEARING NOTICE
April 16, 2018

The Otsego County Planning Commission will hold two public hearings on Monday, April 16, 2018 at 6:00 pm in the Planning and Zoning Meeting room located at 1322 Hayes Rd Gaylord, Michigan.

The purpose of the public hearings will be to obtain citizen comment on the following:

1. CALDS Properties LLC, owners, represented by Northern Michigan Engineering Inc, David Drews, request a Special Use Permit/Site Plan Review for property located in Elmira Township at 3650 Parmater Rd Gaylord, MI 49735. The proposed use of the property is to create a residential cluster development for the construction of five (5) single family dwellings. The property is located in a FR/Forestry Recreation Zoning District.

Parcel identification number: **060-013-300-060-00**
3650 Parmater Rd
Gaylord, MI 49735

Legal Description:
GOVT LOT 2 SEC 13 T31N R4W.

2. **SECTION 21.10 FENCES**
Proposed amendments to the above section of the Otsego County Zoning Ordinance

All citizens are welcome to attend the meeting or provide written comment. If written comments are provided the comments must be received at the Otsego County Land Use Services Office by noon (12:00 pm) the day of the meeting.

Any citizen who has questions regarding this application or needs assistance to attend this meeting should contact the Director of Land Use Services at 989.731.7400.

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

Department of
Land Use Services
1322 Hayes Rd • Gaylord, MI 49735
Phone: 989.731.7400 • Fax: 989.731.7419
www.otsegocountymi.gov

March 23, 2018

Elmira Township
7252 Alba Rd
Gaylord, MI 49735

Pursuant to Article 27 of the Otsego County Zoning Ordinance/Township Participation in County Zoning, I am forwarding the application for a Special Use Permit.

If you require the applicant's representative, David Drews, be present at your meeting, he can be notified at the following address:

CALDS Properties LLC
c/o David Drews
111 W Mitchell St Ste B
Gaylord, MI 49735
989.217.3177

If you have any questions, please contact us and we will be glad to assist you. We anticipate your input concerning this matter. Thank you for your participation in County Zoning.

Sincerely,

James Mouch
Otsego County Land Use Director

cbw

encl

Exhibit 9

Otsego County Land Use Director
James Mouch
1322 Hayes Rd
Gaylord, Michigan 49735

April 12, 2018

Dear Jim:

The Elmira Township Board moved to accept the recommendation of the Elmira Township Planning Commission to send a recommendation of approval of the Application for Clustered development option on Property 69-060-013-300-060-00 called Porcupine Shores, a site Condominium.

That such approval requires that development of this special use is based upon:

1. Acknowledgement that individual sites are not Riparian Owners but only the owners collectively as an association. Thus keeping the 50 foot shore lands lake buffer intact and further requiring that cutting of trees are only done with permit required in zoning ordinances and that The Conservation District Forester will determine the health of trees.
2. That the private road serving this development (Porcupine Shores) will be improved prior to start of any building construction being started, and that both the lake and wetlands are protected and all permits are obtained prior to work commencing.
3. That the open space calculations have been met.
4. Further that this road surface shall be adequate to allow fire vehicles year round access.

Sincerely,

Susan Schaedig, Clerk

I Move that Elmira Township Planning Commission recommend to the Township Board that they approve of the Application for Clustered development option on Property 69-060-013-300-060-00 called Porcupine Shores a site Condominium. That such approval requires that development of this special use is based upon

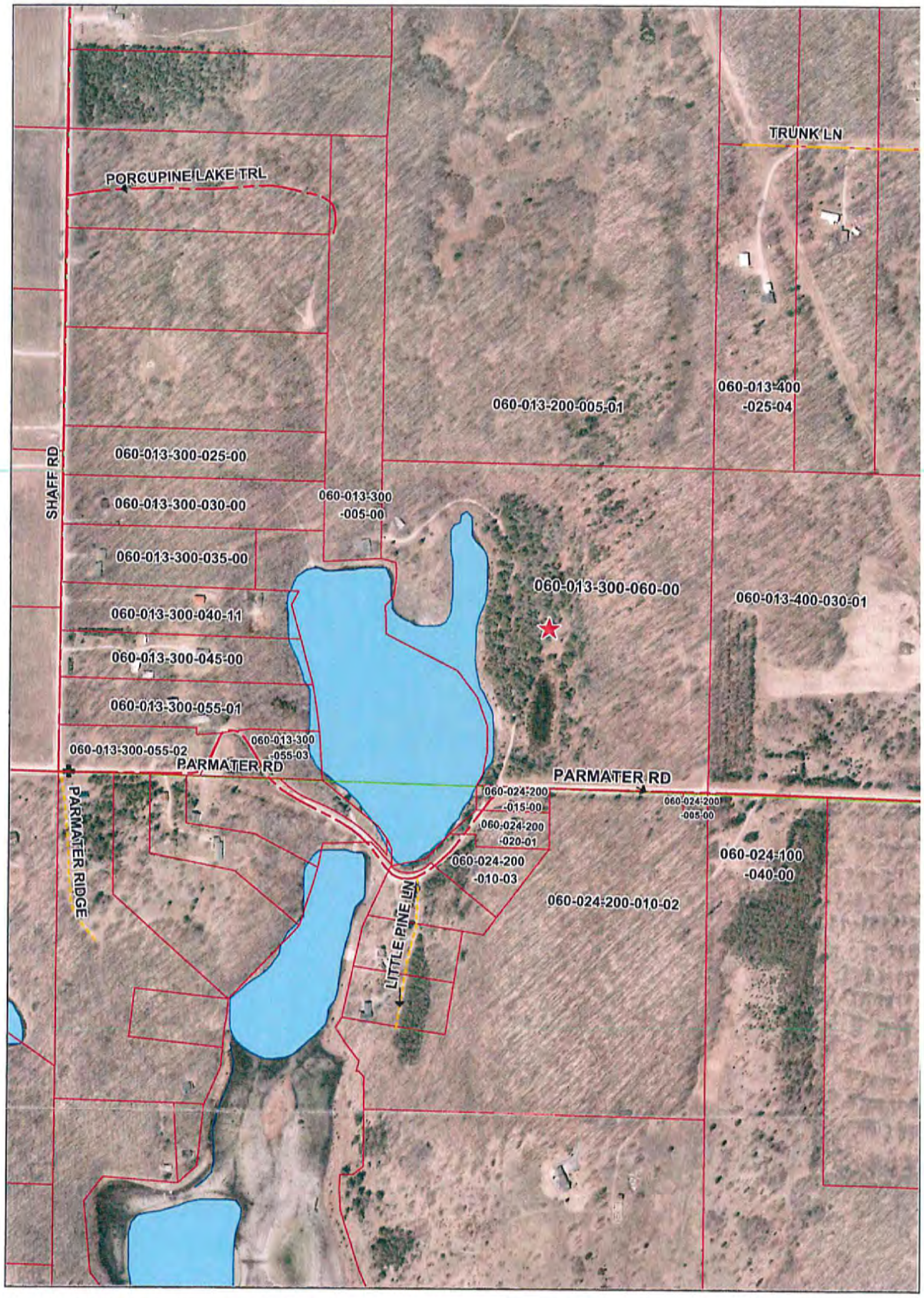
1. Acknowledgement that individual sites are not Riparian Owners but only the owners collectively as an association. Thus keeping the 50 foot shorelands lake buffer intact and further requiring that cutting of trees are only done with permit required in zoning ordinances and that The County Conservation District Forester will determine health of trees.
2. That the private road serving this development (Porcupine Shores) will be improved prior to start of any building construction being started, and that both the lake and the wetlands are protected and all permits are obtained prior to work commencing . Further that this road surface shall be adequate to allow fire vehicles year round access.

PZSU17-001 060-013-300-060-00 3650 Parmater Rd

OWNERS WITHIN THREE HUNDRED FEET (300')								
Parcel Number	Property Address	Owner	Mailing Address				Record Acres	Zoning Code
060-013-200-005-01	3551 THEISEN RD	SLOMINSKI JOINT TRUST	3551 THEISEN RD	GAYLORD	MI	49735	121.46	FR
060-013-300-005-00	3797 PORCUPINE LAKE TRL	CHAFFIN, DAVID W & CYNTHIA K	1456 ARROWHEAD TRL	GAYLORD	MI	49735	9.28	FR
060-013-300-025-00		CLARK, BRIAN T & DONNA MARIE	3143 SHAFF RD	GAYLORD	MI	49735	4.98	FR
060-013-300-030-00	3247 SHAFF RD	CLARK, BRIAN & DONNA	3143 SHAFF RD	GAYLORD	MI	49735	4.97	FR
060-013-300-035-00	3159 SHAFF RD	BOWEN, GREGG & FREDA	3159 SHAFF RD	GAYLORD	MI	49735	4.44	FR
060-013-300-045-00	3131 SHAFF RD	WRIGHT FAMILY TRUST	3131 SHAFF RD	GAYLORD	MI	49735	4.41	FR
060-013-300-055-01	3924 PARMATER RD	WILSON, GREG & WILMA	3924 PARMATER RD	GAYLORD	MI	49735	4.75	FR
060-013-300-055-02	3974 PARMATER RD	RUMBEL, ROBERT W & MARGEAUX L	3974 PARMATER RD	GAYLORD	MI	49735	2.76	FR
060-013-300-055-03	3886 PARMATER RD	BELL, KEITH D & MARY T	36312 S PARK DR	AVON	OH	44011	2.02	FR
060-013-300-060-00	3650 PARMATER RD	CALDS PROPERTIES LLC	7374 CHILSON RD	HOWELL	MI	48843	35.94	FR
060-013-400-025-03	3397 TRUNK LN	MOYER, CLIFFORD L & SHARON A	3397 TRUNK LN	GAYLORD	MI	49735	10.1	FR
060-013-400-025-04	3445 TRUNK LN	WILSON, GARY L & DOROTHY M	3445 TRUNK LN	GAYLORD	MI	49735	9.84	FR
060-013-400-030-01	3440 PARMATER RD	CHAFER, THEODORE	3281 PARMATER RD	GAYLORD	MI	49735	40.18	FR
060-024-100-040-00		SAKS, GARY DC & JENNIFER	3443 PARMATER RD	GAYLORD	MI	49735	50.32	AR
060-024-200-005-00	3501 PARMATER RD	MILLER, A ARTHUR ET AL	9210 DIXIE HWY	BIRCH RUN	MI	48415	0.23	FR
060-024-200-010-02		SAKS, GARY DC & JENNIFER	3443 PARMATER RD	GAYLORD	MI	49735	30.36	FR
060-024-200-010-03		TRADER, THOMAS E & KATHLEEN M	1230 CRESTWOOD LN	HOWELL	MI	48843	2.1	FR
060-024-200-015-00	3651 PARMATER RD	WARNEMENT-WARNEMENT	PO BOX 773	KALIDA	OH	45853	0.69	FR
060-024-200-020-01	3673 PARMATER RD	O'DELL, ALAN J	3673 PARMATER RD	GAYLORD	MI	49735	1.16	FR
060-013-300-040-11	3143 SHAFF RD	CLARK, BRIAN T & DONNA M	3143 SHAFF RD	GAYLORD	MI	49735	4.41	FR

Exhibit 11

PZSU17-002
060-013-300-060-00
3650 PARMATER RD



060-013-200-005-01	060-013-300-055-01	060-013-400-030-01	060-024-200-020-01
060-013-300-005-00	060-013-300-055-02	060-024-100-040-00	060-024-300-040-11
060-013-300-025-00	060-013-300-055-03	060-024-200-005-00	
060-013-300-030-00	060-013-300-060-00	060-024-200-010-02	
060-013-300-035-00	060-013-400-025-03	060-024-200-010-03	
060-013-300-045-00	060-013-400-025-04	060-024-200-015-00	

Exhibit 11

OTSEGO COUNTY LAND USE SERVICE
1322 HAYES RD
GAYLORD, MI 49735
PH: 989-731-7400
FAX: 989-731-7419
INSPECTION LINE: 989-731-7401

Otsego COUNTY MICHIGAN
ESTABLISHED 1875

Paid By:

CALDS/NORTHERN MI ENGINEERING INC

RECEIPT NUMBER

01314419

12/18/2017

Type	Record	Category	Description	Amount
Permit	PZSU17-002	ADMIN ZONING	SPECIAL USE PERMIT/PC	$ 700.00

Total	**$ 700.00**
Cash	
Check	$ 700.00
Credit	
Transferred	
Tendered	**$ 700.00**
Change	**$ 0.00**
To Overpayment	**$ 0.00**

Expiration of permit:

A permit will remain valid as long as work is progressing and inspections are requested and conducted. A permit will become invalid if the authorized work has not commenced within 6 months of issuance or if the authorized work is suspended or abandoned for a period of 6 months.

OTSEGO COUNTY
PLANNING COMMISSION

PZSU17-002
Special Use Permit/Site Plan Review
060-013-300-060-00

GENERAL FINDING OF FACT

1. This is a proposal for a residential cluster development to construct five (5) single family dwellings. *Exhibit #1, Exhibit #5, Exhibit #6*

2. The property is located in a FR/Forestry Recreation Zoning District. *Exhibit #2*

3. The proposed use is a permitted use in a FR/Forestry Recreation Zoning District with the approval of a special use permit for the development. *Exhibit #3, Exhibit #14*

4. The proposed property is 35.94 acres. *Exhibit #4*

5. The proposed project area is 13.22 acres. *Exhibit #5*

6. Proposed parcel of 13.22 acres will be divided proceeding Special Use Permit approval. *Exhibit #19*

7. The property is currently under the ownership of CALDS Properties LLC. *Exhibit #4*

8. The owners are being represented by David Drews, Northern Michigan Engineering per letter dated November 7, 2017. *Exhibit #7*

9. Individual Unit addresses will be obtained with Special Use Permit approval. *Exhibit #5*

10. A Disclosure Statement and Site Condominium By-Laws for the residential cluster development have been provided. *Exhibit #15*

11. The Public Hearing Notice was published in the Herald Times on March 30, 2018. *Exhibit #8*

12. The requirements of Article 27 of the Otsego County Zoning Ordinance have been met. *Exhibit #9, Exhibit #10*

13. All property owners within three hundred (300') feet were properly notified of the public hearing. *Exhibit #11*

14. The Planning Commission has the authority to approve a Special Land Use request after review and compliance with the Otsego County Zoning Ordinance. (Section 19.7) *Exhibit #3*

15. The required fees have been collected by Otsego County Land Use Services. *Exhibit #12*

16. Letters from the Otsego County Health Department, Otsego County Road Commission and Otsego County Soil Conservation District have been received. *Exhibit #16, Exhibit #17, Exhibit #18*

17. The application deemed complete by Land Use Services. *Exhibit #1*

18. The site plan requirements of Article 23 have been reviewed by Otsego County Land Use and all requirements pertaining to the proposed development have been addressed by the Applicant/Representative. *Exhibit #4, Exhibit #5, Exhibit 8, Exhibit #11, Exhibit #13, Exhibit #14...*

OTSEGO COUNTY
PLANNING COMMISSION

PZSU17-002
Special Use Permit/Site Plan Review
060-013-300-060-00

SPECIFIC FINDING OF FACT

FINDINGS UNDER ARTICLE 21/SECTION 21.5

SECTION 21.5 CLUSTER RESIDENTIAL OPTION

Otsego County recognizes the potential benefit of encouraging the clustering of residential dwelling units, to allow for the preservation of open space and environmental amenities. Therefore, the Otsego County Planning Commission will consider the approval of residential cluster developments, providing that such developments incorporate the following design standards.

21.5.1 The cluster option is available for residential development only, where project size is at least ten (10) acres, and the total number of residential units to be constructed does not exceed forty (40) units. All projects with a cluster approach shall conform under the PUD provisions of Article 24.3.

21.5.2 The land in question is zoned for R1, R2, R3, RR, FR or AR.

21.5.3 Clustered residential structures are set back a minimum of seventy (70) feet from the development parcel perimeter.

21.5.4 A minimum of fifty (50) percent of the land area is maintained as permanent, contiguous open space. The open space portion shall be reserved in perpetuity by an enforceable legal instrument. This instrument shall be submitted in writing for Planning Commission review, along with other required site plan materials. The legal instrument shall also provide for perpetual maintenance of the open space property, and adequate financing for such maintenance. The instrument shall be recorded prior to property sale21.5.5 The Planning Commission may waive enforcement of the respective zoning district lot area, yard setbacks, lot width and lot coverage requirements, if such waiver is determined appropriate to promote and establish clustered residential developments. However,
residential unit density in a cluster residential development shall not exceed one hundred fifty percent (150%) of the gross residential unit density allowed by the respective zoning district regulations. Land areas defined by state or federal law as regulated wetlands or with a slope of twenty percent (20%) or more, shall not be considered buildable area, and shall not be part of the density or open space calculation.

21.5.6 Residential units constructed under the residential cluster option may be attached or detached, as approved by the Planning Commission. Further, real estate interests may be transferred by means of lot splits, platting or condominium agreement, or a combination thereof.

21.5.7 A residential cluster option shall be considered a Permitted Use Subject to Special Conditions, and shall be reviewed according to the requirements of Article 19 of this Ordinance. Further, a residential cluster option development shall be subject to the site plan submittal and review requirements of Article 23.

21.5.8 A cluster residential development is subject to all applicable state and county health codes pertaining to drinking water supply and sewage disposal. Proof of Health Department consent to water supply and sewage management for the cluster development shall be presented to the Planning Commission prior to and as a condition of special condition use and site plan approval.

***Permitted Use Subject to Special Conditions in FR Zoning District**

ARTICLE 24 PLANNED UNIT DEVELOPMENT (PUD)

INTENT

The planned unit development (PUD) is intended to be a development option for land use changes in specified districts that contain multi-functional land use elements under single ownership or single management control. It is specifically intended to permit flexibility in the regulation of land development; encourage innovation in land use and variety in design, layout and type of structures constructed; achieve economy and efficiency in the use of land, natural resources, energy and the providing of public services and utilities; encourage the maintaining of open space in its natural state; and provide better housing, employment and shopping opportunities particularly suited to the needs of the residents of the County.

Planned unit developments may be authorized by special use permit pursuant to the procedures and site plan review of Article 19 of this Ordinance. Planned unit developments may be authorized in the following districts: R1, R2, and R3 and other residential districts in which PUD development would be appropriate. This may include the RR, FR and AR Districts.

The PUD is not intended to be a substitute for a multiple family zoning district, and any business type services are permitted only as accessory uses to the larger planned development.

SECTION 24.3 OPEN SPACE PLAN

24.3.1 Clustered residences shall be placed contiguously, not dispersed over the property. Maximum gross density of one (1) unit per one (1) acre for FR and AR districts, are allowed only where seventy-five percent (75%) of the total site remains undeveloped. For all other districts, fifty percent (50%) of the total site shall remain undeveloped.

Regulated or unregulated wetlands used in density calculations shall be left in their natural state, that is, as they were before proposed development, except as a mitigation plan with a wetland permit approved by DNR is made part of the site plan for regulated wetland or approved by the Planning Commission for unregulated wetland. Existing vegetation and water-related conditions shall remain undisturbed except where specifically authorized in the PUD plan. Unless using an open space plan, applicant must hold to Article 17 for gross density.

24.3.2 Open Space Plan: Plans for open space reservation, natural resource conservation and recreation in Open Space Plan for permanent dwellings or seasonal dwellings may be approved. In reviewing and approving the Open Space Plan the following requirements shall apply, as permitted modifications to the standards as outlined in Article 17, Schedule of Dimensions.

24.3.2.1 Lot areas may be reduced from the minimums stated for the District, provided that the approved open space plan results in better protection of open space than if the lot areas were not reduced. Examples of better protection of open space include the following:

A greater commonly used buffer area around sensitive lands like wetlands, flood plains or shorelines of rivers, lakes or streams;

A greater setback around the perimeter of the property, especially sites abutting developed properties or a public road, permanent protection of;

A scenic resource such as a view shed along a public road by means of;

A conservation easement or similar deed restriction;

A trail corridor with linkages to trails or planned for adjoining properties;

The amount of lot reduction shall be established by the Planning Commission based on the degree to which the open space plan results in better protection of open space than not developing with a reduced lot area. In any event, approved lot reductions may result in an increased number of lots, and hence density, of up to twenty-five percent (25%) greater than Article 17 dimensions as applied to the overall site.

24.3.2.2 No lot shall have a depth of less than one hundred (100) feet or a width of less than eighty (80) feet at the front property line under this open space plan. All lots created under this Section must at least be tentatively approved for development by the Health Officer having jurisdiction whenever septic tank services are to be utilized.

24.3.2.3 For each square foot of land gained within an open space plan through the reduction of lot size below the minimum requirements as outlined in the "Schedule of Dimensions", at least equal amounts of land shall be dedicated to the common use of the lot owners of the development.

24.3.2.4 The location and shape of the area to be dedicated for open space purposes shall be approved by the Planning Commission consistent with a finding that the proposed open space will:

24.3.2.4.1 Improve the interrelationship between open space resource areas and developed areas;

24.3.2.4.2 Provide maximum recreation and aesthetic use of the open space;

24.3.2.4.3 Provide maximum utility of the open space, considering future development of additional phases of the subdivision or adjacent areas;

24.3.2.4.4 Maximize appropriate drainage of developed areas;

24.3.2.4.5 Provide maximum sight distance for road access safety.

24.3.2.5 The land area necessary to meet the minimum requirements of this Section shall not include bodies of water but may include swamps with standing water or lands with soils rated to have severe limitations for development by the standards of the Otsego County Soil Conservation District.

24.3.2.6 This plan for reduced lot sizes shall be permitted only if a copy of the preliminary plat or plan of the development has been submitted that has been certified or is supported by other written documents by the Township Board in the affected Township community; and further, that the open space plan is agreeable to the developer and the Otsego County Planning Commission.

24.3.2.7 Under this planned unit approach, the developer or sub divider shall dedicate the total park area at the time of filing of the final plat on all or any portions of the plat to the common ownership of those owning in the PUD or to the public, if the local governmental unit or the County agrees to accept the responsibility for said parkland.

***Open Space Plan: Planning Commission input**

FINDINGS UNDER ARTICLE 20

ARTICLE 20 ACCESS MANAGEMENT REQUIREMENTS

SECTION 20.1 PURPOSE

The purpose of this section is to provide reasonable access to the property owner to all roads within Otsego County while protecting the public health, welfare, safety and aesthetics of the County. All Land in a parcel having a single tax code number or contiguous parcels owned by a person as of the effective date of this Ordinance shall meet the requirements of this Ordinance. The intent of this ordinance is to provide standards, which will preserve the traffic capacity and enhance the safety of the highway by regulating safe and reasonable access, though not always direct access, between public roadways and adjacent land. Access controls provide for orderly growth and development. This in turn will protect the long term viability of existing and new businesses in addition to protecting property values of commercial and residential development along the corridor. It is recognized that existing development may not be able to meet all of the standards contained in this ordinance; Upon expansion or redevelopment, the standards' contained herein shall be applied to the maximum extent possible in conformance with the Otsego County Access Management Map.

The standards of this section are further intended to:

- Minimize traffic conflicts, in order to reduce the frequency of fatal injury and property damage crashes;
- Separate traffic conflict areas by reducing the number of direct access points,
- Provide efficient spacing and size standards between access points and between access points and intersections;
- Establish uniform access standards to ensure fair and equal application;
- Protect the substantial public investment in the roadway system by preserving capacity and avoiding the need for unnecessary and costly reconstruction which disrupts business;
- Require coordinated access among several landowners;
- Ensure reasonable access to properties, though the access may not always be direct access;
- Coordinate local management decisions on development proposals with access permit decisions by the Michigan Department of Transportation (MDOT) and the Otsego County Road Commission, (OCRC).

SECTION 20.2 DEFINITIONS

Road ways are defined according to the following categories:

20.2.1 Local Roads -- Provide direct property access, do not serve through traffic.

20.2.2 Major Collectors -- Serve traffic traveling from Local Roads or Minor Collectors to Arterials; are public thoroughfares with a lesser degree of traffic than Arterials.

20.2.3 Minor Arterials -- Serve as primary routes for travel within and between community sub-areas and augment the Major Arterial system; accessed primarily from the Collector system.

20.2.4 Major Arterials -- Serve as primary routes for travel between areas of principal traffic generation and major urban activity centers, and for trips between non-adjacent areas.

20.2.5 Regional Arterials -- Freeways and principal routes that move traffic and do not provide direct access to land use activities.

20.2.6 Service Roads -- Local roads that parallel an expressway or through street and that provide access to property near the expressway or through street.

SECTION 20.3 LOCATION AND SPACING

20.3.1 All State and County public roads shall be subject to and regulated by the standards of this ordinance.

20.3.2 In order to minimize left turn conflicts, new access points shall be aligned with those across the roadway where possible. If alignment is not possible, access points shall be offset a minimum of two hundred fifty-five (255) feet from those on the opposite side of the roadway, measured centerline of access point to centerline of access point. Longer offsets may be required by the Michigan Department of Transportation (MDOT) in accordance with the MDOT Access Management Guidebook.

20.3.3 Where spacing requirements cannot be met for parcels, lots, or building sites having frontage or access on more than one roadway, access shall be provided from the lesser traveled roadway.

20.3.4 In the case of expansion, alteration, change of use or redesign of an existing development where existing access points do not comply with the guidelines set forth herein, the closing, relocation, or redesign of the access point may he required.

20.3.5 Driveway profile shall be designed and constructed according to Michigan Department of Transportation (MDOT) and Otsego County Road Commission (OCRC) standards.

20.3.6 Land access is permitted based on driveway spacing, stopping distance, and land use type.

Driveway Spacing and corner clearance requirements shall be PER MDOT MANUAL

SECTION 20.4 SIGHT DISTANCE

Minimum intersection sight distance shall be ten (10) times the vehicular speed of the road PERMDOT MANUAL

SECTION 20.5 ACCESS

All developments shall have reasonable access to a county or public roadway. Access onto any roadway shall be permitted only upon issuance of an access permit by the MDOT or OCRC in compliance with the site review planning process.

20.5.1 Interconnections of Parking Areas

20.5.1.1 Parking areas shall be designed to facilitate interconnection of parking lots

20.5.1.2 Shared parking is encouraged. Shared parking shall he permitted a reduction in required parking spaces if peak parking demand periods at interconnected developments do not occur at the same time.

20.5.1.3 Shared driveways, cross access driveways, interconnected parking, and private roads constructed to provide access to properties internal to a subdivision shall be recorded as an easement and shall constitute a covenant running with the land; Operating and maintenance agreements for these facilities shall be recorded with the deed.

SECTION 20.6 ROAD STANDARDS

20.6.1 All roads proposed to be of public ownership shall conform to the county road standards

20.6.2 All proposed curve radii shall be designed to county road standards for truck turning requirements

***SEE Exhibit 17 - Disclosure statement**

FINDINGS UNDER SECTION 21.18

SECTION 21.18 LANDSCAPING

21.18.1 PURPOSE

The purpose of this section is: to protect and enhance property values, economic welfare and community attractiveness; to provide beneficial climatic impacts by cleaning the air and providing shade; to protect health, safety and welfare by reducing air and water borne pollutants, flooding and noise; to mitigate adverse effects of sighting different uses near one another through buffering; to facilitate preservation of existing valuable trees and other vegetative cover; to provide wildlife habitat and environmental standards within developed areas; to protect privacy.

21.18.2 General Performance Standards:

This, Section 21.18 Landscaping, requirements shall not apply to single family residences located on individual lots. The Section shall apply to residential plats and site condominiums.

All areas not covered by buildings, parking or other structures shall be treated with landscape materials including street trees, shrubs and groundcovers consistent with these provisions. The selected combination of plant materials shall be a harmonious combination of deciduous and evergreen trees, shrubs, vines and/or ground covers so arranged to present an aesthetically pleasing whole.

21.18.2.1 Landscape Materials:

All landscape materials planted pursuant to the provisions of this section shall be healthy and compatible with the local climate, site soil characteristics, drainage and available water supply.

Trees and shrubs should be at least, at the time of planting, the sizes as outlined in this section and shall be consistent with the current American Standard for Nursery Stock as set forth from time to time by the American Association of Nurserymen.

Deciduous trees shall be not less than one and one-half (1 ½) inches in diameter for single family residential uses and two and one-half (2 ½) inches in diameter for other uses.

Coniferous trees should be at least six (6) feet in height. Shrubs shall be of a size generally known in the nursery industry as requiring at least a five (5) gallon container.

All planting beds constructed pursuant to Sections 21.18.2, 21.18.5 and 21.18.6 shall be mulched with mulch cover at least three (3) inches deep to retain moisture around roots.

Trees shall be planted on the project sites so as to allow for their desired mature growth.

Access to or view of fire hydrants shall not be obstructed from any side.

Plantings shall be designed so as to not conflict with power lines or impede fire safety services.

21.18.2.2 Irrigation & Maintenance Performance Standards:

All uses with the exception of single family residential, which are landscaped with live plants, pursuant to this Section shall be equipped with a watering system which will provide sufficient water to maintain plants in a healthy condition.

21.18.2.2.1 Whenever the landscaped area required by Sections 21.18.3, 21.18.5 and 21.18.6 is two thousand (2,000) square feet or more of living plants whether or not the plants are contiguous, the site shall have a permanent irrigation system capable of meeting the typical watering requirements of all the plant materials on site.

21.18.2.2.2 Whenever there is less than two thousand (2,000) square feet of landscaped area required by Sections 21.18.3, 21.18.5 and 21.18.6 on a site, there should be at least one reliable water source available during the growing season. The hose bib or other water source shall be within fifty (50) feet from a border of the plants.

21.18.2.2.3 All irrigation systems shall be maintained in good working condition.

21.18.2.2.4 Irrigation requirements may be adjusted in part or in whole by the Zoning Administrator for landscape areas having established healthy plant material, or where irrigation is deemed unnecessary for plant health and survival.

All plants required by this Section shall be maintained in a live and healthy state. Dead or unsalvageable unhealthy plants shall be replaced with the size and type of plants required on the site development plan and by this Section. Plant materials including grasses and herbaceous plants uses on berms, along road sides, etc. shall be routinely maintained during growing seasons. When growing in close proximity to residential land uses, grasses and common weeds shall be maintained at a height of ten (10) inches or less.

All fences, walls and similar structures shall be maintained in good condition. Chipped paint, missing fence pieces, leaning or fallen portions of a fence or other forms of deterioration shall immediately be replaced or repaired.

Replacement of plants may be delayed whenever the Zoning Administrator determines that extenuating circumstances beyond the owner's control prevent the immediate replacement of the dead or unhealthy plants within a time established by the Zoning Administrator. In any event, the dead or salvageable plants shall be replaced within nine (9) months of the time the plants are clearly dead.

21.18.2.3 Existing Vegetation:

If there is no practical alternative in terms of sighting buildings and other development, trees and other plants may be removed.

Significant shrubs, grasses and trees are to be preserved within areas not required for development.

Healthy, younger mature plants shall be preserved which would normally succeed older plants.

Natural vegetation shall be preserved within areas below an ordinary high water mark of a lake, stream or other water body.

Existing vegetation to be preserved shall be protected during construction with barriers as required and approved by the Zoning Administrator.

The application of landscape standards within this Ordinance may be adjusted in part or in whole by the Zoning Administrator to allow credit for established healthy plant material to be retained on or adjacent to the site if such an adjustment is consistent with the intent of this Ordinance.

21.18.2.4 Berms constructed pursuant to Section 21.18.3 shall be constructed with slopes not to exceed one to three (1:3) gradient with side slopes designed and planted to prevent erosion, and with a rounded surface a minimum of two (2) feet in width at the highest point of the berm, extending the length of the berm. Berm slopes shall be protected with sod, seed, shrubs or other form of natural ground cover.

21.18.3 Buffer Yards:

Buffer yards shall be constructed to mitigate problems associated with traffic, noise, vibration, odor, glare, dust, smoke, pollution, water vapor, conflicting land uses and density, height, mass, layout of adjacent uses, loss of privacy, unsightly views and other potentially negative effects of development. Buffering may be achieved using landscape, building fences and berm or a combination of the above techniques.

Buffer yards shall be located on the outer perimeter of a lot or parcel, extending to the lot or parcel boundary line. Buffer yards shall not be located on any portion of an existing or dedicated public or Private Street or right-of-way.

Tables I and II shall be used to determine buffer yard dimensions and plant materials specifications. Table I is used to determine the type of Buffer yard (A, B, C, D, E, EX, or NA) which will be required between districts or users. Once the type of Buffer yard is obtained, Table II outlines the plant material specifications for alternative widths and specifications and treatments (walls, berms, etc.) of buffer yard. Each property line should be analyzed independently to determine the appropriate buffer yard required.

The buffer yard tables are to be considered minimum standards. Increased landscaping requirements may be imposed by the Zoning Administrator or the Planning Commission if it is determined any of the following conditions exist.

The type of required buffer yard will not sufficiently mitigate noise, glare, fumes, smoke, dust or unsightly views within the site.

The scale of the project in regard to mass and height indicates the need for a buffer yard developed specifically for the project.

The proposed use is next to an existing sensitive use such as a school, church or residential area.

21.18.4 Roadside Greenbelt Buffers:

Unless as otherwise required by Section 21.18.3, required front yards shall be landscaped with a minimum of one (1) tree, not less than one and one-half (1½) inches in diameter for single family residential uses and two and one half (2½) inches in diameter of other use, for each one thousand (1000) square feet, or major portion thereof, of front yard abutting a road right-of-way. The remainder of the greenbelt shall be landscaped provided however, rock or other inorganic ground cover shall not exceed twenty (20) percent of the yard area.

Access ways from public rights-of-way through required landscaped strips shall be permitted but such access ways shall not be subtracted from the square foot dimension used to determine the minimum number of trees required.

21.18.5 Screening of Unsightly Areas:

Unsightly areas, including but not limited to outside storage areas, utility boxes and open areas where machinery or vehicles are stored or repaired, shall be screened from public sidewalks, streets and other areas from which the property is visible. Such screening shall not be located as to interfere with required maintenance activities of utility boxes.

Whenever plants are used as a screen, they should provide an effective opaque screen within three (3) years of the time they are planted.

The materials and colors of the screen should blend with the site and the surroundings.

21.18.6 Parking Lot Screening:

Unless otherwise required by Section 21.18.3 or 21.18.4, a no-building buffer strip not less than ten (10) feet wide shall be required on the perimeter of all parking lots containing twenty-seven hundred (2,700) square feet or more of parking area where not adjacent to buildings. Said buffer strip shall be used for landscaping, screening or drainage as required herein.

Landscaping design standards:

21.18.6.1 Any required planting strip shall be a minimum of ten (10) feet in width.

21.18.6.2 One (1) street tree shall be planted adjacent to the public right-of-way for each twenty-four (24) lineal feet of frontage. (This requirement shall not duplicate the requirements of Sections 21.18.4 or 21.18.3.)

21.18.6.3 Where screens of non-living material are used, at least one (1) shrub or vine shall be planted on the right-of-way or property line side for each ten (10) lineal feet of screen or fraction thereof.

21.18.6.4 Parking lots with more than two (2) parking aisles shall require landscaped areas of at least ten (10) square feet of interior landscaping for each parking space, interior being defined as the area within the perimeter of the paved surface.

21.18.6.4.1 Landscaped areas shall be a minimum of seventy-five (75) square feet with a minimum dimension of ten (10) feet. Interior landscape areas shall be designed so as to cause minimum interference with snow removal. Each interior landscape area shall include one (1) or more canopy trees based on the provision of one (1) tree per each one hundred (100) square feet of interior landscape area.

***No Buffer Yard Required/See Table I**

***Existing Tree Cover/Wetlands**

***No landscaping planned for project. See Condominium By-Laws Article VII C. Building and Use Restrictions (viii)**

21.18 TABLE I : Planting Buffer Yard

Boundary Zoning District →		R-1	R-2	R-3		RR	FR	AR		B-1	B-2	B-3		MUZ MAIN STREET	MUZ TOWN CENTER		HIGHWAY INTERCHANGE	I INDUSTRIAL
Proposed Development Zoning District																		
R-1		N																
R-2		B	N															
R-3		C	B	N														
RR		C	C	B		N												
FR		C	C	B		B	N											
AR		C	C	C		C	C	N										
B-1		B	B	B		B	B	B		N								
B-2		C	C	B		C	C	C		B	N							
B-3		C	C	C		C	C	C		B	B	N						
MUZ – MAIN STREET		A	A	A		B	C	C		A	A	B		N				
MUZ – TOWN CENTER		A	A	A		B	C	C		A	A	C		A	N			
HIGHWAY INTERCHANGE		C	C	C		C	C	C		B	B	B		B	C		N	
I - INDUSTRIAL		E	E	E		E	D	D		D	C	C		E	E		C	N

Key: N= No buffer yard required /See TABLE II

FINDINGS UNDER ARTICLE 21 /SECTION 21.19

SECTION 21.19 LIGHTING, OUTDOOR

Outdoor light fixtures are electrically powered illuminating devices, outdoor lighting or reflective surfaces, lamps and similar devices, permanently installed or portable, used for illumination or advertisement. Such devices shall include search, spot and flood lights for buildings and structures, recreation areas, parking lot lighting, landscape lighting, billboards and other signs (advertising or other), street lighting, product display area lighting, building overhangs and open canopies.

All outdoor lighting fixtures including pole mounted or building mounted yard lights, dock lights, and shoreline lights other than decorative residential lighting such as low level lawn lights, shall be subject to the following regulations:

21.19.1 Lighting shall be designed and constructed in such a manner:

21.19.1.1 To insure that direct or directly reflected light is confined to the area needing it and that it is not directed off the property,

21.19.1.2 That all light sources and light lenses are shielded,

21.19.1.3 That any light sources or light lenses are not directly visible from beyond the boundary of the site,

21.19.1.4 That light from any illuminated source shall be so shaded, shielded, or directed that the light intensity or brightness will not be objectionable to surrounding areas.

21.19.2 Lighting fixtures shall be a down-type having one hundred (100) percent cut off. The light rays may not be emitted by the installed fixture at angles above the horizontal plane, as may be certified by photometric test. A United States flag, Michigan flag or a flag of a veteran's organization chartered by the United States Government shall be allowed to have light illuminating them from below

21.19.3 There shall be no blinking, flashing, or fluttering lighting, including changes in light intensity, brightness or color, except that lights may be controlled by a dimmer which can be periodically adjusted for conditions and signs as allowed in 21.38.2.1. Beacon lights are not permitted except where required by law.

21.19.4 No colored lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices.

21.19.5 Decorative lights during holiday seasons shall be allowed.

21.19.6 Modification of these outdoor lighting standards may be permitted by the Zoning Board of Appeals for temporary uses of not more than ten (10) days per year, following these provisions as closely as possible.

***Lighting: No lighting planned for project itself. See Condominium By-Laws Article VII C. Building and Use Restrictions (ii)**

FINDINGS UNDER SECTION 21.27

SECTION 21.27 PARKING

There shall be provided in all districts at the time of erection or enlargement of any main building or structure or use, automobile off-street parking space with adequate access to all spaces.

21.27.1 Off-street parking for other than residential uses shall be either on the same lot or within four hundred (400) feet of the building it is intended to serve, measured from the nearest point of the building to the nearest point of the off-street parking lot.

21.27.2 Any area once designated as required off-street parking shall not be changed to any other use unless and until equal facilities are provided elsewhere.

21.27.3 In the instance of dual function of off-street parking spaces where operating hours of uses do not overlap, the Zoning Board of Appeals may grant an exception by reducing the total number of spaces required.

21.27.4 The storage of merchandise, motor vehicles for sale, trucks, or the repair of vehicles is prohibited on required off-street parking lots.

21.27.5 Residential off-street parking spaces shall consist of a driveway, parking strip, parking bay, garage, carport, or combination thereof.

21.27.6 The parking or storage of any commercial motor vehicle shall be prohibited in any R1, R2 or RR District, or in any residential area with lots of twenty thousand (20,000) square feet or less. (See definition of COMMERCIAL MOTOR VEHICLE.)

21.27.7 For the purpose of computing the number of parking spaces required, the definition of FLOOR AREA, USABLE shall govern.

21.27.8 For those uses not specifically mentioned in the Off-street Parking Schedule, requirements for off-street parking facilities shall be in accord with a use which the Board of Appeals considers as being similar in type.

21.27.9 Entrance drives to the property and off-street parking area shall be no less than twenty-five (25) feet from a street intersection (measured from the road right-of-way) or from the boundary of a different Zoning District. A greater distance may be required by the Planning Commission if the lesser would cause a traffic issue.

21.27.10 Off-street Parking Schedule

The minimum number of off-street parking spaces required by use shall be in accordance with the following schedule:

MINIMUM PARKING SPACES REQUIRED

LAND USE	**PER UNIT OF MEASURE**
Residential	
Dwellings	2 per dwelling
Multiple-Family Dwelling	2 per dwelling
Elderly Housing	1 per 4
Rooming House, Fraternity, or Sorority	1 per 2 occupants at maximum capacity
Trailer Court	2 per unit

***Parking: See Condominium By-Laws Article VII C. Building and Use Restrictions (xi)**

FINDINGS UNDER SECTION 21.38

SECTION 21.38 SIGNS AND BILLBOARDS

Any publicly displayed sign, symbol or notice on premises to indicate the name of the occupant, to advertise the business there transacted, or directing to some other locale, shall be regulated as follows, and shall require permits in accordance with the terms of the County Building Code:

21.38.1 Signs Permitted

21.38.1.1 Name Plates in All Districts Residential, business or industrial name plates which are not illuminated and do not exceed a total area of two (2) square feet, may be permitted in any district, and may be permitted in addition to any other legal sign.

21.38.1.2 Accessory Signs in R1, R2, R3, RR, FR and AR Districts One (1) sign not to exceed fifteen (15) square feet may be permitted for uses other than dwelling units, in R1, R2, R3, and RR Districts. In the FR and AR Districts, one (1) sign not to exceed thirty-two (32) square feet in area and measuring not more than four (4) feet by eight (8) feet shall be permitted.

21.38.1.3 Accessory Signs in B, HX and I Districts

A. Signs for Single Business: A single business on one (1) lot or combination of lots in the B1, B2, B3, I and/or HX District may install accessory signs in accordance with the following regulations:

1. Accessory Signs in B1, B2, B3 and/or I Districts may be permitted at the rate of two (2) per use, except that at least one (1) sign shall be affixed to or be within two (2) feet of and be parallel with the wall of the main building. One (1) sign may be a freestanding or pylon sign.

2. Signs mounted on and parallel with the wall of the main building shall not exceed a total area of two and one half (2½) feet times the length of the mounting wall.

3. Freestanding signs intended for local or passerby traffic shall not exceed a height of twelve (12) feet measured from the average grade at the base of the sign to the top of the sign. No freestanding sign shall exceed an area of thirty-two (32) square feet, and no such sign shall be longer than three (3) times its width.

4. Pylon signs, designed and intended to attract traffic from a major expressway or highway, are approved but shall not exceed a height of thirty-five (35) feet and must be constructed and mounted by approval methods set forth in the State Construction Code provided they meet the Airport Zoning Ordinance standards.

B. Signs for Shopping Centers, Shopping Centers, Commercial Developments or Two (2) or more stores, offices, research or manufacturing facilities, or retail developments with multiple stores or Commercial PUDs or retail stores with an area over one hundred thousand (100,000) square feet or other Commercial Developments requiring Special Use Approval which have common off street Parking and/or entrance, may install accessory signs in accordance with the following regulations:

1. Signs which direct traffic movement within a property, and which do not exceed four (4) square feet in area for each sign are permitted.

2. One (1) free-standing identification sign for each street that the development faces.

   a. The free standing sign shall state only the name of the Shopping Center or multiple use development and Tenants located therein.

   b. No freestanding sign face shall exceed an area of one hundred (100) square feet.

   c. Freestanding signs shall not exceed a height of twenty five (25) feet measured from the average grade at the base of the sign to the top of the sign face. The structure supporting the sign shall not exceed a height of thirty (30) feet measured from the average grade at the base of the structure. The height shall not exceed three (3) times the width.

   d. Tenants of the shopping center or the owner of outlots included within the development plan or PUD shall not be permitted individual free standing signs, except gas stations as noted below.

3. Businesses within the development or PUD shall be permitted exterior wall signs; the total area of the exterior wall signs shall not exceed twenty percent (20%) of the area of the largest wall.

4. All businesses may display window signs in ground level windows in addition to any wall signs. Window signs shall not cover more than twenty percent (20%) of the total window area.

5. An automobile service station located on an outlot or on an individual lot within the development or PUD may have one (1) free standing sign in addition to the free standing sign utilized for the development. The free standing sign shall be for the purpose of advertising gasoline prices and other services provided on the premises. The service station sign shall comply with the regulations for a single business on its own lot as noted in Section 21.38.1.3(A) above.

21.38.1.4 Non Accessory Signs and Billboards

Billboards, poster boards, and non-accessory signs may be permitted in B2, B3, & I Districts provided the area of the sign does not exceed an area of two hundred (200) square feet in B2 & B3 Districts and three hundred (300) square feet in I Districts. A non-accessory sign or billboard shall not measure longer than three (3) times its width.

Signs that come under the jurisdiction of P.A. 106 of 1972 are under the jurisdiction of the Township, if the Township has adopted a sign ordinance.

21.38.1.5 Sign Lighting (also see SECTION 21.19 LIGHTING, OUTDOOR)

Signs internally illuminated or with a light emanating surface are allowed only in the RR, FR, AR, B1, B2, B3, I, HX, MUZ-Main Street and MUZ-Town Center Districts provided they meet the other requirements of this ordinance and are setback a minimum of ten (10) feet from all road right-of-ways and seventy-five (75) feet from any other property line.

Signs internally illuminated or if sign has a light emanating surface, all light sources and reflecting surfaces immediately adjacent to the light source shall be shielded from view. Sign luminance level, beginning one (1) hour after sunrise and continuing until one (1) hour before sunset, shall not be greater than three thousand (3,000) nits, nor greater than one hundred (100) nits at all other times.

Signs externally illuminated, the light on the proposed sign shall be mounted on the top of the sign, shall be directed downward onto the sign and shall be shielded so as to prevent rays of light from being directed into the sky or onto any portion of a street, road, highway or adjacent properties. Illumination shall be limited such that reflected luminance does not exceed one hundred (100) nits per square meter.

21.38.2 Signs Prohibited

21.38.2.1 Signs containing flashing, intermittent or moving lights. (A sign with messages or images accomplished by instantaneous re-pixilation NOT more often than one (1) time in any sixty (60) seconds shall NOT be considered flashing, intermittent or moving and shall be ALLOWED.)

21.38.2.2 Signs with moving or revolving parts.

21.38.2.3 Signs affixed to trees, rocks, shrubs or similar natural features.

21.38.2.4 Signs insecurely fixed, unclear, in need of repair, or signs which imitate official traffic signals or traffic control signs or devices.

21.38.2.5 Signs utilizing vehicles, trucks, vans, or other wheeled devices, unless such signs are used for periods of less than seven (7) consecutive days in any ninety (90) day period, or unless such signs have been approved by the Planning Commission as meeting a special purpose, need and/or as being appropriate for the particular use.

21.38.2.6 Advertising devices such as banners, balloons, flags, pennants, pinwheels, searchlights or other devices with similar characteristics, except when used temporarily for periods not to exceed seven (7) days within any ninety (90) day period.

21.38.2.7 Signs which overhang or extend into a dedicated public right-of-way, without the written consent of the government unit having jurisdiction.

21.38.3 Signs Not Requiring a Zoning Permit

21.38.3.1 Name Plates not to exceed two (2) square feet.

21.38.3.2 Existing signs may be changed or altered so long as none of the provisions of the Zoning Ordinance are violated.

21.38.3.3 Bulletin Boards that do not exceed fifteen (15) square feet for churches, public and semi-public institutions, and/or schools.

21.38.3.4 Signs that have been approved in conjunction with a valid zoning permit for any principal use of use as detailed in a plot plan or site plan.

21.38.3.5 Street name signs and other signs established by state, county, or township units of government when necessary for giving proper directions or otherwise safeguarding the public in any district.

21.38.3.6 Non-advertising signs erected by any organization, person, firm, or corporation that are needed to warn the public of dangerous conditions and unusual hazards including: caving ground, drop-offs, high voltage, fire danger, explosives, severe visibility limits, etc., in any district.

21.38.3.7 Temporary signs not exceeding ten (10) square feet advertising a premises being for rent, for lease, and/or for sale in any district. All such signs shall be removed within fourteen (14) days of the consummated lease or sale of the premises.

21.38.3.8 Accessory signs on farms advertising stock, produce, and other farm products produced on the premises, provided the area of sign does not exceed thirty-two (32) square feet.

21.38.3.9 Accessory directional signs each not to exceed two (2) square feet in area on buildings, such as but not necessarily limited to: entrance, exit, loading dock, low clearance, garage, office, warehouse, boiler room, service, and the like.

21.38.3.10 Up to two (2) accessory property directional signs each not to exceed two (2) square feet in area, identifying or directing to the following: entrance, exit, visitors parking, no parking, other traffic flow directions, and similar functional signs.

It is intended that accessory property directional signs be included on the site plan for approval as to location and number by the Planning Commission.

21.38.4 Placement of Signs and Setbacks, Signs in any zoning district must be placed at least ten (10) feet back from any right-of-way or lot-line.

21.38.5 Off Premises Directory Sign – Private, Where a business use or tourist service facility is not located directly on a major tourist route, but is dependent upon passerby traffic for support, one (1) off the premises directory sign located on a County maintained road may be permitted in business or non-business districts, on each road or link or segment of road that affords access to the use, but entails a major change in the direction of travel.

Off premises directory signs shall not exceed an area of fifteen (15) square feet. Community directional signs serving more than one (1) use may be permitted to a maximum size of thirty-two (32) square feet.

21.38.6 Sign Variances, In order to provide relief for reasons of practical difficulty and to allow greater flexibility in property and use signing, the Zoning Board of Appeals may, after a public hearing, permit signs that:

21.38.6.1 Exceed the maximum number of signs permitted when there is more than one (1) bordering street to serve the use.

Exhibit 14

21.38.6.2 Exceed the maximum sign area for reasons of unusual setback, cooperative sign use (joint use or community type advertising), large site area, and/or natural feature limitations to attaining reasonable signing of the use.

21.38.6.3 Revolve, provided it can be demonstrated that a stationary sign would not afford reasonable notice to the use.

21.38.6.4 Have intermittent lighting in order to construct a public service time and temperature sign in those instances where the applicant can demonstrate a need or show community desire for such a sign service.

21.38.6.5 Exceed the maximum height in those instances where a taller sign is necessary to overcome natural conditions (topography, vegetation, etc.).

In granting sign variances, the Zoning Board of Appeals shall consider the impact of each sign on adjoining residential districts, scenic views, out of character skyline intrusions, and obstructions to signs or uses on adjoining properties. Also the purpose of the sign and its applicability to uses that serve tourists or passerby motorists shall be considered in granting or denying a sign exception.

***Signage: No signage planned for project**

FINDINGS UNDER SECTION 21.42

SECTION 21.42 TRASH RECEPTACLES/DUMPSTERS

21.42.1 Residential Trash Receptacles shall be placed at curbside no earlier than twenty-four (24) hours from the scheduled pick-up day. Any trash receptacle placed at curb side shall be removed from curb side no later than twenty-four (24) hours after the scheduled pick-up day.

21.42.2 Commercial Trash Receptacles / Dumpsters may be placed upon a parcel of land in such a manner to facilitate loading and unloading. They may be placed no closer than ten (10) feet to any adjoining property. All Trash Receptacles shall be properly maintained with working lids and the lids shall be maintained in a closed position.

21.42.2.1 During the site plan review process the Planning Commission or Zoning Administrator may require Commercial Businesses abutting land zoned Residential (R1, R2, R3, RR) or existing residential development in other zoning districts (HX) to maintain a greater setback than ten (10) feet but in no case shall the required setback be greater than twenty five (25) feet.

21.42.3 Temporary Commercial Construction Dumpsters are exempt from these regulations.

21.42.4 Trash Receptacles / Dumpsters meeting the requirements of Sections 21.42.1, 21.42.2 & 21.42.3 shall not be considered unsightly areas as covered in Section 21.18.5.

***Trash Receptacles: No trash receptacle planned for project itself. See Condominium By-Laws Article VII C. Building and Use Restrictions (x)**

FINDINGS UNDER SECTION 21.43

SECTION 21.43 UNDERGROUND UTILITY WIRES

Within the area of a plat or site plan, all distribution lines for electric, communications or similar associated services shall be placed underground. Those electric and communication facilities placed in dedicated public ways shall be installed so as not to conflict with other underground utilities. All communication and electric facilities shall be constructed in accordance with standards of construction approved by the Michigan Public Service Commission. All underground utility installations which traverse privately-owned property shall be protected by easements granted by the owner of such property.

The Planning Commission may, by resolution, waive or modify any of the above requirements for underground line installations with respect to a particular plat or site plan when the strict application of the above requirements would result in unnecessary hardship. Prior to any such waiver or modification, a public hearing regarding the proposal shall be held by the Planning Commission.

***Underground Utilities: Planning Commission input**

ARTICLE 23 SITE PLAN REVIEW

Site Plan Review and approval of all development proposals listed below is required by the provisions of this Article. The intent of this Article is to provide for consultation and cooperation between the land developer and the Zoning Administrator so that beneficial utilization of the land is achieved at the same time that adverse effects upon the surrounding land uses are minimized consistent with the requirements and purposes of this Ordinance. Through the application of the following provisions, the attainment of the Comprehensive Plan of Otsego County will be assured and its communities will develop in an orderly fashion.

SECTION 23.1 SITE PLAN REVIEW REQUIRED

Site plan review is required for the following uses:

23.1.1 Any use or development for which the submission of a site plan is required by any provision of this Ordinance.

23.1.2 Any development for which off-street parking areas in excess of five (5) spaces are provided as required in this Ordinance.

Any use in a B1, B2, B3 and Industrial zone.

Any Special Land Use (See Article 19).

(Note: An application for a zoning permit for a land use not requiring Site Plan Review shall contain a Plot Plan as outlined in Article 25.3.3.)

SECTION 23.2 APPLICATIONS FOR SITE PLAN REVIEW

An application for site plan review shall be obtained from the Zoning Administrator. The completed application and site plan shall be submitted to the Zoning Administrator along with fifteen (15) copies of each for distribution. The application, site plan and copies shall be submitted at least thirty (30) days prior to the next regularly scheduled meeting of the Planning Commission, in order to have the site plan review scheduled for that meeting. The applicant shall also meet requirements of Article 27 Township Participation in County Zoning. The application for site plan review and the site plan shall contain the following information:

23.2.1 The application shall, at a minimum, include the following information:

23.2.1.1 The applicant's name, address and phone number in full

23.2.1.2 Proof of property ownership and whether there are any options on the property or any liens against it

23.2.1.3 A signed statement that the applicant is the owner of the property or officially acting on the owner's behalf

23.2.1.4 The name and address of the owner(s) of record if the applicant is not the owner of record (or firm or corporation having a legal or equitable interest in the land), and the signature of the owner(s)

23.2.1.5 The address and or parcel number of the property

23.2.1.6 Name and address of the developer (if different from the applicant)

23.2.1.7 Name and address of the engineer, architect and/or land surveyor

23.2.1.8 Project title

23.2.1.9 Project description, including the total number of structures, units, bedrooms, offices, square feet, total and usable floor area, parking spaces, carports or garages, employees by shift, amount of recreation and open space, type of recreation facilities to be provided and related information as pertinent or otherwise required by the ordinance

23.2.1.10. A vicinity map drawn to with North point indicated

23.2.1.11. The gross and net acreage of all parcels in the project

23.2.1.12. Land uses, zoning classification and existing structures on the subject parcel and adjoining parcels

23.2.1.13. Project completion schedule/development phases

23.2.2 The site plan shall consist of an accurate, reproducible drawing at a scale of 1"= 50 or fewer feet or less for sites of less than three (3) acres and 1"= 100 or fewer feet or less if the site is larger than three (3) acres. The site plan shall show the site and all land within fifty (50) feet of the site. If multiple sheets are used, each shall be labeled and the preparer identified. All site plans shall be sealed by a professional engineer, surveyor, architect or landscape architect and each site plan shall depict the following:

23.2.2.1 Location of proposed and/or existing property lines, dimensions, legal descriptions, setback lines, monument locations and shoreland and natural river district, if any

23.2.2.2 Existing topographic elevations and proposed grades in sufficient detail to determine direction of drainage flows

23.2.2.3 The type of existing soils at proposed storm water detention and retention basins and/or other areas of concern - Boring logs may be required if necessary to determine site suitability.

23.2.2.4 Location and type of significant existing vegetation

23.2.2.5 Location and elevations of existing water courses and water bodies, including county drains and man-made surface drainage ways, flood plains and wetlands within fifty (50) feet of the parcel

23.2.2.6 Location of existing and proposed buildings and intended uses thereof as well as the length, width, and height of each building and typical elevation views of proposed structures

23.2.2.7 Proposed location of accessory structures, buildings and uses, including all flagpoles, light poles, bulkheads, docks, storage sheds, transformers, air conditioners, generators and similar equipment, and the method of screening where applicable

23.2.2.8 Location of existing public roads, rights-of-way and private easements of record and abutting streets - Notation of existing traffic counts and trip generation estimates may be required if deemed appropriate by the Zoning Administrator or Planning Commission.

23.2.2.9 Location of and dimensions of proposed streets, drives, curb cuts and access easements, as well as acceleration, deceleration and passing lanes (if any) serving the development -
Details of entryway and sign locations shall be separately depicted with an elevation view.

23.2.2.10 Location, design, and dimensions of existing and/or proposed curbing, barrier free access, carports, parking areas (including indication of all spaces and method of surfacing) and fire lanes

23.2.2.11 Location, size and characteristics of all loading and unloading areas

23.2.2.12 Location and design of all sidewalks, walkways, bicycle paths and areas for public use

23.2.2.13 Location of water supply lines and/or wells, including fire hydrants and shut off valves and the location and design of storm sewers, retention or detention ponds, waste water lines, clean-out locations, connection points and treatment systems, including septic systems if applicable

23.2.2.14 Location of all other utilities on the site including natural gas, electric, cable TV, telephone and steam

23.2.2.15 Proposed location, dimensions and details of common open spaces and common facilities such as community buildings or swimming pools if applicable

23.2.2.16 Location, size and specifications of all signs and advertising features with elevation views from front and side

23.2.2.17 Exterior lighting locations with area of illumination illustrated as well as the type of fixtures and shielding to be used

23.2.2.18 Location and specifications for all fences, walls and other screening features with elevation views from front and side

23.2.2.19 Location and specifications for all proposed perimeter and internal landscaping and other buffering features - For each new landscape material, the proposed size at the time of planting must be indicated. All vegetation to be retained on the site must also be indicated, as well as its typical size by general location or range of sizes as appropriate.

23.2.2.20 Location, size of all trash receptacles and other solid waste disposal facilities

23.2.2.21 Location and specifications for any existing or proposed above or below ground storage facilities for any chemicals, salts, flammable materials or hazardous materials as well as any containment structures or clear zones required by government authorities.

23.2.2.22 Identification of any significant site amenities or unique natural features

23.2.2.23 Identification of any significant views onto or from the site to or from adjoining areas

23.2.2.24 North arrow, scale and date of original submittal and last revision

23.2.2.25 Seal of the registered engineer, architect, landscape architect, surveyor or planner who prepared the site plan

All site plans shall be sealed by a professional engineer, surveyor, architect or landscape architect. In the immediate area of the seal there shall also be the following statement, signed by the professional sealing the plans:

Exhibit 14

I do hereby certify that these plans have been prepared under my sustained review and, to the best of my professional knowledge, understanding and information; the design of this project is in compliance with the Otsego County Zoning Ordinance dated _____.

Or

I do hereby certify that these plans have been prepared under my sustained review and, to the best of my professional knowledge, understanding and information, the design of this project is in compliance with the Otsego County Zoning Ordinance dated _____, except for the following items: (list known variations from the ordinance)

23.2.3 All projects requiring a site plan shall also require that the professional in charge of the project inspect and certify that the project has been constructed in accordance with the approved plans. The following format shall be used:

FORM FOR CONSULTANT'S CERTIFICATE

Date_____

Project name_____

Section _____, T____N, R____W, _____Township,

Otsego County, Michigan.

I hereby certify that construction of

_____

is complete and that:

1. I have personally directed the supervision or inspection of the construction.

2. To the best of my professional knowledge, understanding and information, all improvements to date have been installed in accordance with the special use permit.

3. The project meets all requirements of the Otsego County Zoning Ordinance.

Signed_____

Registered Professional Engineer (or Surveyor, Architect or Landscape Architect)

(seal)

23.2.4 The Planning Commission or Zoning Administrator may waive any site plan submittal requirement when any of the following circumstances are found to be in existence:

23.2.4.1 The data will serve no useful purpose. Circumstances have not significantly changed on the property since the last time detailed information on the site was submitted. Another reasonable circumstance or condition exists (not including the cost of complying).

23.2.5 Application fees must be paid when the application is submitted and sufficient escrow accounts may be established to cover the projected review costs.

SECTION 23.3 PRE-APPLICATION CONFERENCE

A pre-application conference is not mandatory, but it is strongly advised. During this conceptual review phase, a generalized site plan is presented by a prospective applicant for consideration of the overall idea of the development. Basic questions of use, density, integration with existing development in the area and impacts on and the availability of public infrastructure are discussed. This conference is scheduled by a prospective applicant with the Zoning Administrator and such other representatives as described in the Planning Commission bylaws. At this meeting the applicant or his/her representative is also presented with the applicable procedures required by the Ordinance for approval of the proposed development and with any special problems or steps that might have to be followed, such as requests to the Board of Appeals for a variance. There is no charge or fee to the applicant for this meeting.

SECTION 23.4 AGENCY REVIEW

The applicant shall submit a copy of required site plans and a blank comment form supplied by the Otsego County Zoning Administrator to designated Federal, State and Local agencies and departments for review as determined and requested by the Planning Commission or Zoning Administrator.

The applicant may be requested to submit site plans to one or more of the following agencies: the Otsego County Road Commission; the Michigan Department of Transportation; the Michigan State Police, the Otsego County Sheriff; the Otsego County Conservation District; the District Health Department; the Fire Department having jurisdiction; the Michigan Department of Natural Resources; the Michigan Department of Environmental Quality; the Otsego County Airport; or any

other agency or department deemed necessary. After delivery of the application, site plans and comment forms the applicant should submit proof of delivery to the Otsego County Zoning Administrator. Comments not received from reviewing agencies by the Zoning Administrator within fifteen (15) of days of delivery shall be considered approved without comment.

SECTION 23.5 APPROVAL AUTHORITY

The Zoning Administrator shall review the application and information submitted to determine if all required information was supplied. If he/she determines that all required information has not been supplied, a written notification to the applicant will be sent, citing the deficiencies. The application for site plan review cannot proceed until all requirements have been satisfied.

The Zoning Administrator shall review and act upon site plans except where a Special Use Permit is required. Site plans for Special Use Permit shall be forwarded by the Zoning Administrator to the Planning Commission for review and action. In addition, at the request of the Zoning Administrator or Planning Commission, a site plan for a Principal Permitted Use may be submitted for Planning Commission review before final action by the Zoning Administrator. The Zoning Administrator and Planning Commission have the authority to approve, deny or grant conditional approval for any site plan submitted under the provisions of this ordinance. The Zoning Administrator may hold or the Planning Commission may table a site plan, pending further information or addition, reasonably needed to complete a site plan or comply with requirements of this Ordinance.

SECTION 23.6 CONDITIONAL APPROVALS

23.6.1 The Planning Commission or Zoning Administrator may condition approval of a site plan on conformance with the standards of this ordinance.

23.6.2 The Planning Commission or Zoning Administrator may condition approval of a site plan on conformance with the standards of another local, county or state agency, including a Water and Sewer Department, County Drain Commission, County Road Commission, State Highway Commission or Natural Resources Department. They may do so when such conditions:

23.6.2.1 Would insure that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity;

23.6.2.2 Would protect the natural environment and conserve natural resources and energy;

23.6.2.3 Would insure compatibility with adjacent uses of land, and would promote the use of land in a socially and economically desirable manner.

23.6.3 The Planning Commission and/or Zoning Administrator may conditionally approve a site plan on conformance with fencing, screening, buffering or landscaping requirements of Article 21.10 and 21.18of this Ordinance and may collect a performance guarantee consistent with the requirements of Article 23.8, to insure conformance. When so doing, the following finding shall be made and documented as part of the review process:

23.6.3.1 That such fencing, screening, buffering or landscaping would mitigate negative effects of noise, dust, lighting, vehicular or pedestrian traffic, loading or unloading, parking or other similar impact on adjoining parcels;

23.6.3.2 that absent such conditions, the development would adversely affect the reasonable use, enjoyment and value of adjoining lands in light of similar benefits enjoyed by other properties in the area.

SECTION 23.7 DISTRIBUTION OF APPROVED SITE PLAN

When a site plan is reviewed and approved or disapproved by the Planning Commission or Zoning Administrator, and all steps completed, two (2) copies of the site plan will be marked by the Planning Commission for the following distribution.

23.7.1.1 One (1) copy returned to the applicant signed by the Chairperson of the Planning Commission or by the Zoning Administrator including any conditions of approval.

23.7.1.2 One (1) copy forwarded to the Zoning Administrator including any conditions of approval.

SECTION 23.8 CONFORMITY TO APPROVED SITE PLAN REQUIRED

Following final approval of a site plan by the Zoning Administrator or the Planning Commission, the applicant shall construct the site plan improvements in complete conformity with the approved plan.

Failure to do so is a violation of this ordinance and subject to the sanctions provided herein.

SECTION 23.9 SITE PLAN EXPIRATION AND REVOCATION

23.9.1 Failure to initiate construction of an approved site plan within three hundred sixty-five (365) days of approval shall require the applicant to appear before the Planning Commission and demonstrate why the approval should not be revoked. After this appearance the Planning Commission may revoke a previously approved site plan for property on which no physical development activity has occurred upon making written findings that one or more of the following circumstances exist:

23.9.1.1 An error in the original approval is discovered either because of inaccurate information supplied by the applicant or administrative error by a staff member or other agency;

23.9.1.2 Zoning regulations applicable to the project have been changed and the previously approved site plan does not comply with them;

23.9.1.3 A change in state law, local charter, or other local ordinance affecting the previous approval has occurred;

23.9.1.4 Pollution, impairment or destruction of the environment or to another legally protected public interest would occur if the project were to be constructed as previously approved.

23.9.2 Thirty (30) days prior to expiration of an approved site plan, an applicant may make application for a one year extension of the site plan at no fee. The applicant shall explain in writing why the development has not proceeded, what the current time frame is and why an extension should be granted. If the original approval of the site plan was by the Planning Commission, the applicant shall present his/her case in person or by representative at the next meeting of the Planning Commission.

23.9.3 Revocation of an approved site plan shall be communicated in writing by certified mail to the property owner. The Building Inspector shall also be notified to withhold any building permit until a new site plan is approved.

23.9.4 Any subsequent re-submittal shall be processed as a new request with new fees, except for minor amendments pursuant to Subsection 23.11 below.

SECTION 23.10 PERFORMANCE GUARANTEE REQUIRED

In the interest of insuring compliance with the Zoning Ordinance provisions, protecting the natural resources and the health, safety and welfare of the residents of Otsego County and future users or inhabitants of an area for which a site plan for a proposed use has been submitted, the Planning Commission or Zoning Administrator may require the applicant to deposit a performance guarantee as regulated by Article 25.6. The purpose of the performance guarantee is to insure completion of improvements connected with the proposed use as required by this Ordinance, including, roadways, lighting, utilities, sidewalks, drainage, fences, screens, walls, landscaping and any other required improvements.

SECTION 23.11 MINOR AMENDMENTS TO APPROVED SITE PLANS

Minor Amendments to a site plan may be approved by the Zoning Administrator provided that such changes conform to the Zoning Ordinance and the applicant agrees. No additional fees will be charged for minor amendments. Minor changes to an approved site plan may be approved by the Zoning Administrator before or after construction has begun provided no such change results in any of the following:

23.11.1.1 A change in the use or character of the development

23.11.1.2 An increase in overall coverage of structures

23.11.1.3 An increase in the intensity of use

23.11.1.4 A reduction in required open space

23.11.1.5 A reduction in required off-street parking and loading

23.11.1.6 A reduction in required pavement widths or utility pipe sizes

23.11.1.7 An increase in traffic on public streets or an increase in the burden on public utilities or services

23.11.2 The following are minor amendments:

23.11.2.1 Moving building walls within the confines of the smallest rectangle that would have enclosed each original approved building(s) - Relocation of building entrances or exits, or shortening of building canopies

23.11.2.2 The changing to a more restricted use provided there is no reduction in the amount of off-street parking as originally provided

23.11.2.3 Changing the angle of parking or aisle width provided there is no reduction in the amount of required off-street parking or a reduction of aisle width below ordinance requirements

23.11.2.4 Moving of ingress and egress drives a distance of not more than one hundred (100) feet if required by the appropriate state, county or other local road authority with jurisdiction

23.11.2.5 Substituting landscape plan species provided a nurseryman, landscape architect, engineer or architect certifies the substituted species is similar in nature and screening effects

23.11.2.6 Change type and design of lighting fixtures provided an engineer or architect certifies there will be no change in the intensity of light at the property boundary

23.11.2.7 Increase peripheral yards

23.11.2.8 Changing the location of an exterior building wall or location not more than ten (10) feet because of a natural impediment or hazard such as bedrock or muck soils, provided that in so doing no setback requirement of the Ordinance is violated and no significant reduction in safety or in the amount of open space is thereby affected

23.11.3 If a proposed amendment to an approved site plan does not qualify as a minor change, a new site plan and application and fees in accordance with the provisions of Article 23 must be submitted. This provision is not to be construed to prohibit phased development of a project, provided that each phase is developed in accordance with an approved site plan.

FINDINGS UNDER ARTICLE 19 / PERMITTED USES SUBJECT TO SPECIAL CONDITIONS:

19.7.1 The property subject to the application is located in a zoning district in which the proposed special land use is allowed.
HAS – HAS NOT BEEN MET

19.7.2 The proposed special land use will not involve uses, activities, processes, materials or equipment that will create a substantially negative impact on the natural resources of the county or the natural environment as a whole.
HAS – HAS NOT BEEN MET

19.7.3 The proposed special land use will not involve uses, activities, processes, materials or equipment that will create a substantially negative impact on other conforming properties in the area by reason of traffic, noise, smoke, fumes, glare, odors or the accumulation of scrap material that can be seen from any public highway or seen from any adjoining land owned by another person.
HAS – HAS NOT BEEN MET

19.7.4 The proposed special land used will be designed, constructed, operated and maintained so as not to diminish the opportunity for the surrounding properties to be used and developed as zoned.
HAS – HAS NOT BEEN MET

19.7.5 The proposed special land use will not place demands on fire, police or other public resources in excess of current capacity.
HAS – HAS NOT BEEN MET

19.7.6 The proposed special land use will be adequately served by public or private streets, water and sewer facilities and refuse collection and disposal services.
HAS – HAS NOT BEEN MET

19.7.7 If the proposed special land use includes more than fifteen thousand (15,000) square feet of impervious surface, then the storm water management system employed by the use shall (i) preserve the natural drainage characteristics of the site and enhance the aesthetics of the site to the extent possible, (ii) employ storm water disposal through evaporation and infiltration when reasonably possible, (iii) shall not discharge storm water directly to wetlands or surface waters unless there is no other prudent or reasonably feasible means of discharge, (iv) shall not serve to increase the quantity no rate of discharge leaving the property based on 25-year storm criteria, (v) shall be designed using Best Management Practices identified by the DNR or its successor agency, and (vi) shall identify the party responsible for maintenance of the storm water management system.
HAS – HAS NOT BEEN MET

19.7.8 The proposed special land use complies with all specific standards required under this Ordinance

Exhibit 14

applicable to it.
HAS – HAS NOT BEEN MET

SECTION 19.8 - CONDITIONS

The Planning Commission may attach reasonable conditions to the approval of a special use permit. These conditions may include those necessary to insure that public services and facilities affected by a proposed special land use will be capable of accommodating increased service and facility loads caused by the special land use, to protect the natural environment and conserve natural resources and energy, to insure compatibility with adjacent uses of land and to promote the use of land in a socially and economically desirable manner. Any conditions imposed, however, shall meet all the following requirements.

19.8.1 Be designed to protect natural resources, the health, safety and welfare and the social and economic well being of those who will use the land use or activity under consideration, residents and landowners immediately adjacent to the proposed special land use and the community as a whole.

19.8.2 Be related to the valid exercise of the police power and purposes which are affected by the proposed special land use.

19.8.3 Be necessary to meet the intent and purpose of the zoning ordinance, be rated to the standards established in the ordinance for the special land use under consideration and be necessary to insure compliance with those standards.

Exhibit 14

DISCLOSURE STATEMENT

FOR

PORCUPINE SHORES, A SITE CONDOMINIUM

ELMIRA TOWNSHIP, OTSEGO COUNTY, MICHIGAN

Developer:
CALDS PROPERTIES, LLC
7374 CHILSON RD.
HOWELL, MI 48843

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Porcupine Shores is a residential condominium development located in Porcupine Lake , Elmira Township, Otsego County, Michigan.

The project consists of five (5) site condominium units for the construction of individual residential home sites.

The effective date of this disclosure statement is _____.

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED OR OTHER LEGAL DOCUMENTS, AND ALL BUYERS SHOULD READ ALL DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATED THERETO.

WE RECOMMEND THAT YOU CONSULT WITH AN ATTORNEY OR OTHER ADVISER PRIOR TO PURCHASING A CONDOMINIUM UNIT.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED AND DISTRIBUTED PURSUANT TO THE REQUIREMENTS OF THE MICHIGAN CONDOMINIUM ACT.

I.
INTRODUCTION

Porcupine Shores, A Site Condominium is located in the Township of Elmira, County of Otsego, State of Michigan, and consists of five (5) Site Condominium Units. The Porcupine Shores Property Owners' Association, Inc. will be responsible for the management, maintenance and administration of the project.

Condominium development in Michigan is governed largely by the Michigan Condominium Act (referred to in this Disclosure Statement as the "Act"). This Disclosure Statement, together with copies of the legal documents pertaining to the creation and operation of the Project (which are referred to as the "Condominium Documents") are furnished to each purchaser pursuant to the requirements of Michigan law that the Developer of a Condominium Project disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

The Developer does not intend, and is not obligated to erect any buildings or structures whatsoever within the site condominium units or the Common elements. Each purchaser of a Site Condominium Unit, (hereinafter "Co-owner" or "Member") must construct his or her own single family residence in accordance with the applicable zoning ordinance and other regulations and restrictions set forth in the Condominium Documents and ordinances of Otsego County, Michigan.

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As condominium units, all of the Units in the Project have the same legal attributes as any other form of real property and may be sold, mortgaged, leased or rented subject only to such restrictions as are contained in the Condominium Documents and the Act. Each Co-owner receives a deed to his or her individual Unit and owns an undivided interest in the common areas of the Project. The Condominium Documents permit the Developer to hire a qualified professional manager to provide expertise and assist with the management of the Project.

All portions of the Project not included within the Units constitute the common elements. Except for the year in which the Project is established, real property taxes and assessments will be levied individually against each Unit at Porcupine Shores. These individual taxes and assessments cover the Unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements. In the year in which the Project is established, the taxes and assessments for the Units covered by the Master Deed may be billed to the Association and are paid by the Co-owners of such Units in proportion to the number of Units owned by them.

Access to the Project is provided by a private road connection to the public county road, Parmater Road. Parmater Road is maintained year-round by the Otsego County Road Commission. Each purchaser of a Site Condominium Unit should consider the grade of Parmater Road east of the Project entrance and the potential for winter conditions to require four-wheel drive in the winter months.

No summary such as the one contained in this Disclosure Statement can fully state all of the details of a condominium development. Each purchaser is therefore urged to carefully review all of the Condominium Documents for Porcupine Shores. Any purchaser having questions pertaining to the legal aspects of the Project is advised to consult his or her own lawyer or other professional adviser.

II.
LEGAL DOCUMENTATION

A. General. Porcupine Shores was established as site condominium project pursuant to a Master Deed recorded in the office of the Otsego County Register of Deeds. A copy of the Master Deed has been provided to you with this Disclosure Statement. The Master Deed includes the Condominium Bylaws as Exhibit A and Site Condominium Subdivision Plan as Exhibit B. All of these documents should be reviewed carefully by prospective purchasers.

B. Master Deed. The Master Deed contains definitions of terms used within the Project, the percentage of value assigned to each Unit in the Project, a general description of the units and common elements included in the Project and a statement regarding the relative responsibilities for maintaining the common elements. The Master Deed covers easements, convertible area and contains a statement of when and how the Master Deed may be amended.

C. Condominium Bylaws. The Condominium Bylaws contain provisions relating to the operation, management and fiscal affairs of the Project and, in particular, set forth the provisions relating to assessments and the paying of the costs of operation of the Project. The Bylaws contain certain restrictions upon the ownership, occupancy and use of the Units within the Project and contain provisions permitting the adoption of rules and regulations governing the common elements. At the present time no rules and regulations have been adopted by the Board of Directors of the Association. The Bylaws also contain a statement of the limited restrictions upon the leasing of Units at Porcupine Shores. The restrictions meet the requirements of the Act.

D. Condominium Subdivision Plan. The Site Condominium Subdivision Plan consists of a survey depicting the physical location and boundaries of the Units and all of the common elements and limited common elements in the Project.

III.
SUMMARY OF PROJECT

Porcupine Shores, A Site Condominium is a residential condominium development that is located in Elmira Township, Otsego County, Michigan.

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As delineated on the Site Condominium Subdivision Plan, the project consists of five (5) site units upon which each Co-owner may construct a single family residence.

Overall management responsibility for Porcupine Shores is vested in the Association. A Co-owner or Member may participate in the affairs of the Association by voting and, if elected, by serving as an officer or director. The Condominium Documents permit the Developer to hire a professional manager to assist with the management of the Project.

Porcupine Shores is situated upon a parcel of property that is currently owned by Calds Properties, LLC.

IV.
DEVELOPER

CALDS PROPERTIES , LLC is the Developer of the Project, hereinafter referred to as the "Developer". The Developer has not previously developed a Condominium Project.

V.
FINANCIAL ARRANGEMENTS

Purchasers may arrange permanent financing for their Units through the financial institution of their choice.

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VI.
REAL ESTATE BROKER

The Developer reserves the right to designate a Real Estate Broker for the Project.

VII.
STRUCTURES AND IMPROVEMENTS WHICH NEED NOT BE BUILT

The Michigan Condominium Act, as amended, requires the Developer to clearly inform potential purchasers what its construction obligations are through the use of labels "Must Be Built" and "Need Not Be Built". The Developer is obligated to construct all roadways for access to each Unit and the following utilities: telephone, and electricity. The Developer may provide water, septic and cable television service for certain Units, however, water, septic and cable television services are utilities that "Need Not Be Built". The Developer is under no obligation to construct any other structures, utilities or infrastructure.

VIII.
ESCROW OF FUNDS

In accordance with Michigan law, funds received from prospective purchasers of Units at Porcupine Shores will be deposited in an escrow account with an escrow agent. The escrow agent for Porcupine Shores is _____.

Funds held in the escrow account will be returned to the prospective purchaser within three (3) business days upon such purchaser's withdrawal from a Purchase Agreement within the specified period. After the expiration of the nine (9) business-day withdrawal period described in the Purchase Agreement, all funds received from the purchaser will be retained in escrow to assure completion of those improvements required to be built by the Developer. Pursuant to Michigan law, if the Developer does not furnish the escrow agent with evidence of adequate security (such as an irrevocable letter of credit, lending commitment, indemnification agreement, or other security which the escrow agent determines to be adequate), funds received from the purchaser will be released to the Developer only upon default by purchaser in his or her obligations under the Purchase Agreement or upon receipt by the escrow agent of a certificate signed by a licensed builder, licensed professional engineer or architect, if applicable, either confirming that those improvements required to be built on those portions of the phase of Porcupine Shores in which the Unit is located and which on the Site Condominium Subdivision Plan are labeled "Must Be Built" or which are required to be built by local ordinance are substantially complete, or determine the amount necessary for substantial completion thereof.

A structure, roadway, common element, facility or other improvement shall be deemed to be substantially complete when it can be reasonably employed for its intended use, and shall not be required to be constructed, installed or furnished precisely in accordance with the specifications for the Project. A certificate of substantial completion shall not be deemed to be a certificate as to the quality of the items to which it relates.

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Upon receipt of a certificate signed by a licensed builder, licensed professional engineer or architect, if applicable, determining the amount of funds necessary for substantial completion, the escrow agent shall release to the Developer all funds in escrow in excess of the amounts determined by the issuer of such certificate to be necessary for substantial completion. In addition, upon receipt of a certificate signed by a licensed professional engineer or architect, if applicable, confirming substantial completion in accordance with the pertinent plans of an item for which funds have been deposited in escrow, the escrow agent shall release to the Developer the amount of such funds specified by the issuer of the certificate as being attributable to such substantially completed item. However, of the amount remaining in escrow (after such certificate for substantial completion of any remaining items for which funds have been deposited in escrow) only the amount in escrow in excess of such estimated cost to substantially complete shall be released by the escrow agent to the Developer.

The escrow agent in the performance of its duties shall be deemed an independent party not acting as the agent of the Developer, any purchaser, Co-owner or other interested party. So long as the escrow agent relies upon any certificate, cost estimate or determination made by a

licensed builder, licensed professional engineer or architect, the escrow agent shall have no liability whatsoever to the Developer or to any purchaser, Co-owner or other interested party for any error in such certificate, cost estimate or determination, or for any act or omission by the escrow agent in reliance thereon. The escrow agent shall be relieved of all liability upon release of all amounts deposited in accordance with the Act.

A licensed builder, licensed professional architect or engineer undertaking to make a certification to the escrow agent shall be held to the normal standards of care required of a member of that profession in determining substantial completion and the estimated cost of substantial completion, but such architect or engineer shall not be required to have designed the improvement or item or to have inspected or to have otherwise exercised supervisory control thereof during the course of construction or installation of the improvement or item with respect to which the certificate is delivered.

Also pursuant to Michigan law, if the Developer has not substantially completed the improvements for which escrowed funds have been retained or security has been provided within nine (9) months after closing the sale of the first Unit of Porcupine Shores, the escrow agent, upon the request of the Association or any Co-owner at Porcupine Shores shall notify the Developer of the amount of funds or security that remain in the escrow account, and of the date upon which those funds can be released. If after six (6) months have passed the Developer has not completed the specified improvements, or otherwise acted to gain release of the escrowed funds, the escrow agent may release the funds for the purpose of completing the incomplete improvements for which the funds were originally retained, or for a purpose specified in a written agreement between the Association and the Developer.

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Any interest earned on funds held in the escrow account will be released to the party who is entitled to receive the funds upon which the interest has accrued, except that interest on funds released from the escrow account due to a prospective purchaser's withdrawal from a Purchase Agreement shall be paid to the Developer.

Additional details of the escrow arrangements made in connection with Porcupine Shores are contained in the Escrow Agreement which is included in the Condominium Documents.

IX.
ORGANIZATION AND CONTROL OF THE CONDOMINIUM

A. <u>The Condominium Buyers Handbook</u>. General information about the governance and organization of condominiums in Michigan may be found in the Condominium Buyers Handbook, published by the Michigan Department of Commerce, and is included in the Condominium Documents.

B. <u>Porcupine Shores Property Owner's Association</u>. Porcupine Shores Property Owner's Association will be incorporated under the laws of the State of Michigan as a not-for-profit corporation named Porcupine Shores Property Owner's Association, Inc. ("Association"). It may be responsible for the management, maintenance and administration of the Project. A person will automatically become a Member of the Association upon closing on the purchase of a Unit.

The Articles of Incorporation and Bylaws of the Association which are included in the Condominium Documents govern the procedural operations of the Association. The Association is governed by a three-person Board of Directors whose initial Members will be appointed by the Developer. The initial directors are empowered to serve pursuant to the provisions of the Condominium Bylaws until the first annual meeting of Members of the Association, which must be held on or before the expiration of 120 days after legal or equitable title to a majority of Units, in the Development, has been conveyed to non-Developer Co-owners or 54 months after the first conveyance of legal or equitable title to a Unit to a non-Developer Co-owner, whichever occurs first ("Transitional Control Date"). Article III of the Condominium Bylaws sets forth the complete requirements for election of directors.

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At the first annual meeting of Members of the Association, the Association may elect Directors, and the Directors in turn will elect officers for the Association. The Developer will be entitled to cast votes at any meeting with respect to all Units then remaining titled in its name. hence, the Developer may have the right to determine the composition of a majority of the Board at the time of the first meeting.

C. <u>Annual Meetings.</u> Following the first annual meeting, annual meetings of the Association will be held each year in accordance with the Condominium Bylaws for the purpose of conducting the business of the Association and electing directors for the succeeding year. Prior to each annual meeting, Co-owners will receive notice stating the time and location of the meeting and the matters to be considered at the meeting as prescribed by the Condominium Bylaws.

D. <u>Advisory Committee</u>. The Board of Directors of the Association must establish an Advisory Committee of non-Developer Co-owners upon the passage of: (a) 120 days after legal or equitable title to a majority of Site Condominium Units, in any phase of the Development, have been conveyed to non-Developer Co-owners; or (b) one year after the first conveyance of legal or equitable title to a Unit to a non-Developer Co-owner, whichever first

occurs. The Advisory Committee will meet with the Board of Directors to facilitate communication with the non-Developer Co-owners and to aid in transferring control from the Developer to non-Developer Co-owners. The Advisory Committee will be composed of not less than one (1) nor more than three (3) non-Developer Co-owners, who will be appointed by the Board of Directors in any manner it selects, and who shall serve at the pleasure of the Board of Directors. The Advisory Committee will automatically dissolve following the appointment of a majority of the Board of Directors by non-Developer Co-owners. The Advisory Committee must meet at least semi-annually with the Board of Directors.

E. Percentage of Value. Each of the five (5) Units at the Project have been assigned a percentage of the total value of the Project based upon its size and anticipated allocable expenses of maintenance. The total value of the Project is 100%. The percent of value assigned to each Unit is determinative of the proportionate share of each Unit in the proceeds from and expenses of the administration of the Project, the value of such Unit's vote at meetings of the Association of Co-owners and of the Unit's undivided interest in the common elements.

F. Management. The Developer will be retained as managing agent for the Project until the Transitional Control Date. Thereafter, the Association must provide for its own management. As manager, the Developer will have general responsibility for the day-to-day management of the Project. The Developer will assign personnel to manage the Project and will handle complaints from and problems of Co-owners. Co-owners who have a complaint or a problem should transmit it in writing to the Developer, which will attempt to resolve the problem or will refer it to the Board of Directors of the Association.

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XII.
SUMMARY OF LIMITED WARRANTIES

Porcupine Shores is a site condominium development, consisting of building sites within which a residential dwelling must be constructed. The Developer has completed site preparation, and road improvements. The Units are being offered for sale in their present condition without any warranty or representation of any kind, express or implied, and each purchaser is buying his or her Unit "AS-IS" in its present condition.

Each prospective purchaser is responsible for determining that the Unit he or she is purchasing is suitable for building a residence. Each purchaser will be responsible for securing necessary permits and complying with building codes and ordinances governing the construction and occupancy of a residential dwelling or other improvement within the Unit.

Neither Elmira Township nor Otsego County employ a regular inspection program for condominium and site condominium projects, and to the Developer's knowledge, no inspection of the Project for compliance with local codes and ordinances has been made.

CAUTION: THERE ARE NO WARRANTIES ON THIS CONDOMINIUM PROJECT

OTHER THAN THOSE DESCRIBED HEREIN.

XIII.
BUDGET AND ASSESSMENTS

At closing, each purchaser of a Unit will pay an annual assessment as a non-refundable working capital contribution. After the closing, each Co-owner will pay a an annual assessment as his or her share of the common expenses of the Project. The semi annual amounts collected from Co-owners are used to operate and maintain the Project. Because the day-to-day operations of the Project are dependant upon the availability of funds, it is important that each Co-owner pay his or her annual assessment in a timely manner. Annual assessments at the Project are due by the first day of each calendar year. In the event a Co-owner fails to pay this amount in a timely manner, the Condominium Bylaws provide that the Association may impose a lien upon a delinquent Co-Owner's Unit, collect interest at the maximum legal rate on delinquent assessments, and impose other penalties. The Condominium Bylaws should be consulted for further details.

The amount of the yearly assessment will be determined by the amount of the common expenses. Under the budget of the Association for calendar year 2018 (the fiscal year of the Association will be a calendar year), adopted by the Developer in the exercise of his best judgment, each Co-owner will pay an assessment to be determined, which is subject to modification.

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Each Co-owner must also pay other charges in connection with his or her ownership of a Unit at Porcupine Shores. For example, each Co-owner will be responsible for paying real estate taxes levied on his or her Unit. The amount of such taxes will be determined by the assessor of Elmira Township. The Association will pay no real estate taxes except in the first year of the Project as described above.

Like other Unit owners, the Developer is required to pay assessments when they are due.

Like most expenses, the expenses in the budget are subject to change as a result of changing costs in the economy. The budget contained herein represents the Developer's best estimate of those expenses at this time. However, these costs may increase from year to year on account of such factors as cost increases, the need for repair or replacement of common elements, and property improvements. Such cost increases will result in increased quarterly assessments.

There are no fees, payments or services which are paid or furnished directly or indirectly by the Developer which will later become an expense of administration, except that the

Developer is providing management service for a fee that may be below the prevailing rate for such services. Management fees paid by each Co-owner could therefore increase if the Developer ceases to manage the Project.

XIV.
RESTRICTIONS ON USE

In order to provide an environment conducive to pleasant living at Porcupine Shores, the Condominium Bylaws contain certain limitations upon the activities of Co-owners which might infringe upon the right to quiet enjoyment of all Co-owners. You should read the Condominium Bylaws to ascertain the full extent of the restrictions.

The residential Units in Porcupine Shores may be used for the purposes permitted pursuant to the Otsego County Zoning Ordinance, as amended.

The use restrictions at Porcupine Shores are enforceable by the Association, which may take appropriate action to enforce the restrictions, such as legal actions for injunctive relief and damages. The remedies available in the event of default are contained in the Condominium Bylaws.

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XV.
INSURANCE

The Association is responsible for securing liability insurance, pertinent to the ownership, use and maintenance of the common elements of the Project. Such insurance policies contain deductible clauses which, in the event of a loss, could result in the Association's being responsible for a certain portion of the loss.

Co-owners, as Members of the Association, would bear any such loss in proportion to their percentage ownership of the common elements. The Association has procured an all-risk policy of insurance on the common elements. A copy of the all-risk policy is available at the sales office for inspection by prospective purchasers. Co-owners should regularly review the insurance coverage of the Project to insure it is adequate.

The insurance coverage provided by the Association will not cover the Site Condominiums. Each Co-owner must therefore secure owner's insurance to insure to his or her personal property. A Co-owner should consult with his or her insurance adviser to determine the amount of coverage required for his or her particular needs. In the event a Co-owner fails to procure his or her own insurance, he or she will be uninsured for any loss that might occur to his or her Unit, to himself or herself and his or her property.

If the Project is destroyed, in whole or in part, the Condominium Bylaws attached to the

Master Deed provide a plan for reconstruction or repair.

XVI.
ACCESS TO THE PROJECT AND EASEMENTS

A Private road shall provide access to all of the units and are not under the jurisdiction of the Otsego County Road Commission. Each site Co-owner will be responsible for plowing his or her own driveway including that portion built upon the road right of way.

The Developer, CALDS PROPERTIES, LLC, or its authorized representative, is permitted to enter the Project for the purpose of sale and preparation for sale of Units. The Developer's sales agency, or its authorized representative, is also permitted to enter the Project and to maintain an office and model Units at the Project. The usual public utility easements, such as telephone, electricity, water and sewer shall be granted to the Developer and those companies and municipalities responsible for the furnishing of public utilities to the Project. As set forth more fully in the Master Deed, the Developer has also reserved the right to connect to utilities serving the Project.

Representatives of the Association are entitled to enter a Unit in the case of an emergency or to make necessary repairs to a common element. While such an entry may cause inconvenience, it is necessary to the well-being of all the Co-owners.

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XVII.
CO-OWNER LIABILITY

If title to a Unit at the project passes by virtue of a first mortgage foreclosure, the new title holder is not liable for the assessments of the Association which came due prior to the acquisition of the title to the Unit by the person. Any unpaid assessments are deemed to be common expenses collectible from all of the Co-owners, including the Co-owner of the Unit on which the mortgage is foreclosed. This provision is contained in the Condominium Bylaws, as required by the law of the State of Michigan.

XVIII.
SEWER AND WATER FACILITIES

The Developer does not anticipate construction of either public water or public sewer facilities at Porcupine Shores. Each unit Co-owner shall be required to pay his or her portion or share billed on meter use with respect to the utility service. A Co-owner who purchases a Unit in the Project will be required to construct septic systems which meet the standards and specifications of the local health department, within the time period set by the Health Department. The local health department, at the date of the recording of the Master Deed, has not set minimum well depths.

XIX.
ARBITRATION

The Purchase Agreement contains a provision permitting the purchaser to elect to arbitrate a dispute with the Developer if the amount claimed by the purchaser in such dispute is less than $2,500. For more information, see the Purchase Agreement.

The Michigan Condominium Act, as amended, provides that the Association may elect to arbitrate any dispute with the Developer concerning the common elements of the Project in which dispute the Association claims $10,000 or less.

XX.
UNUSUAL CIRCUMSTANCES

Unless set forth in this Disclosure Statement, to the Developer's knowledge, there are no unusual circumstances associated with Porcupine Shores.

XXI.
LEGAL MATTERS

DAVID M. DELANEY, PLC, 113 North Illinois Avenue, P.O. Box 1771, Gaylord, Michigan, 49734 served as legal counsel in connection with the preparation of this Disclosure Statement and the Condominium Documents. Legal counsel has not passed upon the accuracy of the factual matters herein contained.

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EXHIBIT A

CONDOMINIUM BYLAWS

OF

PORCUPINE SHORES, A SITE CONDOMINIUM

ARTICLE I.
THE CONDOMINIUM

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Section 1. **Organization.** Porcupine Shores, a Site Condominium Development, is a residential condominium located in Elmira Township, Otsego County, Michigan (the "Condominium"), and shall be administered by an association of co-owners (the "Association"), which shall be organized as a nonprofit corporation under the laws of the State of Michigan. The Association will be responsible for the management, maintenance, operation and administration of the common elements, easements and, generally, the affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws, Rules and Regulations of the Association, and the laws of the State of Michigan.

Section 2. **Compliance.** All present and future co-owners (who shall be "Members" of the Association as provided in Article II, Section 1, below; the terms "Member" and "Co-owner" are used interchangeably herein), mortgagees, tenants and all other persons who may in any manner use, enter upon or acquire any interest in the Condominium Premises, or any Condominium unit ("Unit"), shall be subject to and comply with the provisions of the Act, the Master Deed, these Condominium Bylaws, and the Articles of Incorporation, Bylaws, Rules and Regulations of the Association including, without limitation, any provision thereof pertaining to the use and operation of the Condominium Premise and the execution of a lease, the act of occupying a Unit, or presence in the condominium shall constitute an acceptance of the provisions of these documents and an agreement to comply therewith.

Section 3. **Purpose of Bylaws.** These Bylaws govern the general operation, maintenance, administration, use and occupancy of the Condominium, and all such activities shall be performed in accordance with the provisions hereof.

ARTICLE II.
MEMBERSHIP AND VOTING

Section 1. **Membership.** Each Co-owner of a Unit, present and future, shall be a Member of the Association during the term of such ownership, and no other person or entity shall be entitled to membership. Neither Association membership nor the share of a Member in the Association funds and assets shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Unit, and any attempted assignment, pledge or transfer in violation of this provision shall be wholly void.

Section 2. **Voting Rights.** Except as limited in the Master Deed and in these Bylaws, the Members owning each Unit shall collectively be entitled to one vote when voting by number and one vote, the value of which shall equal the total percentage of value assigned to the Unit or Units owned by them in the Master Deed, when voting by value. Voting, when required or permitted herein or elsewhere in the Condominium Documents, shall be by number, except in those instances where voting is specifically required to be by value, or both by value and by number, and shall be conducted on a cumulative basis.

Section 3. **Persons Entitled to Vote.** If one person owns a Unit, he or she shall establish his or her membership in the Association and his or her right to vote by presenting evidence of his or her ownership. If more than one person owns a Unit, or the Unit is leased, all of the record owners of the Unit shall sign and file with the Secretary of the Association a certificate designating the person entitled to exercise the Unit's membership in the Association, to cast the vote for the Unit and to receive all notices and other communications from the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Co-owner thereof, and shall be signed and dated by all Co-owners of record and all tenants. All certificates shall be valid until revoked, superseded by a subsequent certificate, or until a change occurs in the record ownership of the Unit concerned. The Developer shall, at any meeting, be entitled to cast a vote on behalf of each Unit it owns without submitting any proof of ownership.

Section 4. **Method of Voting.** Votes on a specific issue may be cast in person. In addition, any person entitled to vote at any meeting may also appear and vote via telecommunications equipment, as provided by the Association Bylaws, or appear and vote (either specifically on an issue or by the general designation of a person to cast a vote) by written proxy. Proxies may be made by any person designated, and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

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Section 5. **Majority.** At any meeting of the Members at which a quorum is present, all matters shall be resolved by a majority vote. For purposes of these bylaws, fifty-one percent (51%) in number of the Members voting on any particular matter, whether in person, by telecommunication or by proxy, shall constitute a majority for the approval of such matter, except as otherwise required herein, by the Master Deed or by law.

ARTICLE III.
MEETINGS AND QUORUM

Section 1. **First Meeting of Members.** The first meeting of the Members of the Association may be convened only by the Board of Directors and may be called at any time upon ten (10) days' written notice to all Members. In no event, however, shall the first meeting be held later than: (a) one hundred twenty (120) days after legal or equitable title to a majority of Units, in any phase of the project, has been conveyed to non-Developer Co-owners; or (b) fifty-four (54) months after the first conveyance of legal or equitable title to a Unit to a non-Developer Co-owner, whichever first occurs. The Board of Directors may call meetings of Members of the Association for informational or other appropriate purposes prior to the first meeting of Members, but no such meeting shall be construed as the first meeting of Members.

Section 2. **Advisory Committee.** The Developer shall establish an Advisory Committee of non-Developer Members upon the passage of: (a) one hundred twenty (120) days after legal or equitable title to a majority of Units, in any phase of the project, has been conveyed to non-Developer Co-owners; or (b) one (1) year after the initial conveyance of legal or equitable title to a Unit to a non-Developer Co-owner, whichever occurs first. The Advisory Committee shall meet with the Board of Directors to facilitate communication with the non-Developer Members and to aid in transferring control form the Developer to non-Developer Members. The Advisory Committee shall be composed of not less than one (1) nor more than three (3) non-Developer Members, who shall be appointed by the Developer ion any manner it selects, and who shall serve at the pleasure of the Developer. The Advisory Committee shall meet at least semiannually with the Developer. Reasonable notice of such meetings shall be provided to all Members of the Advisory Committee, and such meetings may be open or closed, in the discretion of the Board of Directors.

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Section 3. **Annual Meetings of Members.** Following the first meeting of Members, and in addition to subsequent meetings called for the purpose of electing directors, as provided below, an annual meeting of the Members shall be held each year at the time and place specified in the Association Bylaws. At least ten (10) days prior to the date of an annual meeting, written notice of the time, place and purpose of such meeting shall be sent by first-class mail, postage prepaid, to each person entitled to vote at the meeting.

Section 4. **Special Meetings of Members.** It shall be the duty of the President to call a special meeting of the Members upon a petition signed by one-third (1/3) of the Members in number and presented to the Secretary of the Association or upon the direction of a majority

of he Board of Directors. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof and shall be given at least ten (10) days prior to the date of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Quorum of Members. Unless otherwise provided herein, the presence, in person or by proxy, of fifty-one percent (51%) in number of the Members entitled to vote shall constitute a quorum of Members. If a quorum shall not be present at any meeting, the Members present may adjourn the meeting for not more than thirty (30) days.

ARTICLE IV.
ADMINISTRATION

Section 1. Board of Directors. The business, property and affairs of the Association shall be managed by a Board of Directors consisting of three (3) persons; provided, that until new directors are elected at the first meeting of Members provided for in Article III, Section 1, hereof, the Directors designated by the Incorporator, or their successors, appointed as provided in the Association Bylaws, shall serve. The entire Board of Directors shall be elected at the first meeting of the Association, each annual meeting of the Association and at any meeting of the Association called by the Board of Directors for the particular purpose of electing directors, in the following manner:

A. If legal or equitable title to less than a majority of the Units, in any phase of the project, has been conveyed to non-Developer Co-owners, and the Developer is the Co-owner of and offers for sale a majority of the Units, in any phase of the project, then the Developer shall be entitled to designate all directors;

B. Subject to subsection C below, if legal or equitable title to more than a majority of the Units, in any phase of the project, has been conveyed to non-Developer Co-owners, then the Developer shall be entitled to designate two (2) of the three (3) directors; and the Co-owners shall be entitled to elect one of the directors.

C. If fifty-four (54) months have passed since the first conveyance of legal or equitable title to a Unit to a non-Developer Co-owner and title to not less than 75% of the units, in any phase of the project, that may be created has not been conveyed, the non-Developer Co-owners shall then have the right to elect, as provided in the Condominium Documents, a number of Members of the Board of Directors of the Association of Co-owners equal to the aggregate percentage of units they own, and the Developer has the right to elect, as provided in the Condominium Documents, a number of Members of the Board equal to the percentage of units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established. Application of this subsection does not require a change in the size of the Board of Directors.

D. All the directors not designated by the Developer pursuant to subsections A and B

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of this Section shall be elected by the non-Developer members.

Whenever the non-Developer Members become entitled to elect one (1) or more additional directors pursuant to the above formula, the Board of Directors shall provide due notice of a meeting at which an election of all the directors shall take place. The Board of Directors shall schedule such meeting to occur no later than one hundred twenty (120) days after the non-Developer Members become so entitled or, if such meeting would be the first meeting of the Association or such time as it has been chosen in accordance with the provisions of these Condominium Bylaws and the Association Bylaws.

Section 2. Powers and Duties. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Condominium and may do all things which are not prohibited by law or the Condominium Documents or required thereby to be done by the Members. The powers and duties to be exercised by the Board shall include, but shall not be limited to, the power and duty:

A. To manage and administer the affairs of and to maintain the Condominium, all appurtenances thereto and the common elements, property and easements thereof;

B. To levy and collect assessments against and from the Members of the Association and to use the proceeds therefrom for the purposes of the Association, and to enforce assessments through liens and foreclosure proceedings where appropriate;

C. To carry insurance and to collect and allocate the premiums therefor and the proceeds thereof;

D. To restore, repair or rebuild the common elements of the Condominium, or any portion thereof, and any improvements thereon after occurrence of casualty and to negotiate on behalf of all of the Members in connection with the taking of the common elements of the condominium, or any portion thereof, by eminent domain;

E. To contract for and employ, and to discharge, persons or business entities to assist in the management, operation, maintenance and administration of the Condominium;

F. To make reasonable rules and regulations governing the use and enjoyment of the condominium by Members and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;

G. To own, maintain and improve, and to buy, sell, convey, grant, assign, transfer, mortgage or lease (as landlord or tenant), or otherwise deal in any real or personal property, including, but not limited to, any common elements or Unit, easements, rights-of-way, licenses or any other real property, whether or not contiguous to the Condominium, to benefit the Members of the Association and to further any of the purposes of the Association;

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H. To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge or other lien on Association property; provided, however, that any such action shall first be approved by the affirmative vote of more than two-thirds (2/3) of the Association Members in number and in value at a meeting of the Members duly called;

I. To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto, to administer the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board;

J. To make rules and regulations or to enter into agreements with institutional lenders, or both, for the purpose of obtaining mortgage financing for Members which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association or any other agency of the federal government, the State of Michigan, the County of Otsego, Otsego Lake Township, or any other agency or unit of government;

K. To enforce the provisions of the Master Deed, of these Condominium Bylaws, and of the Articles of Incorporation, Bylaws, Rules and Regulations of the Association, and to sue on behalf of the Condominium or the Members and to assert, defend or settle claims on behalf of the Members with respect to the Condominium;

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L. To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Condominium Bylaws or by Act No. 59 of the Public Acts of 1978, as amended, including, but not limited to, these amendments contained in Act No. 538 of the Public Acts of 1982, and in Act No. 113 of the Public Acts of 1983;

M. To provide services to the Co-owners;

N. In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof not forbidden, and with all powers conferred upon nonprofit corporations by the laws of the State of Michigan.

Provided, however, that neither the Board nor the Association shall, by act or omission, abandon, partition, subdivide, encumber, sell or transfer the common elements, or any of them, unless at least two-thirds (2/3) of the mortgagees (based upon one vote for each mortgage owned) and two-thirds (2/3) of the members in number and value have consented thereto. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium shall not be deemed a transfer for these

purposes.

Section 3. **Managing Agent.** The Board of Directors may employ, at a compensation level established by it, a Managing Agent for the Condominium to perform such duties and services as the board shall authorize, including, but not limited to , the powers and duties set forth in Section 2 of this Article. The Developer, or any related person or entity, may serve as Managing Agent if so appointed. If the Board employs a professional management agent for the Association, the Board shall notify each holder of a mortgage lien on any Unit prior to terminating the employment of such professional management agent (or any successor thereto) and assuming self-management. In no event shall the Board be authorized to enter into a contract with a professional management agent, or a contract providing for services by the Developer or its affiliates, under which the maximum term is greater than three (3) years or which is not terminable by the Association upon the transitional control date or within ninety (90) days thereafter and upon thirty (30) days' written notice for cause. On the transitional control date, or within ninety (90) days thereafter, the Board of Directors may terminate a service or management contract with the Developer or its affiliates. In addition, the Board of Directors may terminate any management contract which extends beyond one (1) year after the transitional control date by providing notice of termination to the management agent at least thirty (30) days before the expiration of the one (1) year.

Section 4. **Officers.** The Association Bylaws shall provide for the designation, number, term of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provision pertinent to the Association officers not inconsistent herewith. Officers may be compensated, but only upon the prior affirmative vote of two-thirds (2/3) of the Members.

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Section 5. **Actions Prior to First Meeting.** Subject to the provisions of Section 3 of this Article IV, all of the actions (including, without limitation, the adoption of these Bylaws, the Association Bylaws, any Rules and Regulations of the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the Board of Directors of the Association named in its Articles of Incorporation, or their appointed successors, before the first meeting of Members, shall be made by the Developer and shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the Association Members at the first or any subsequent meeting of Members so long as such actions are within the scope of the powers and duties which any Board of Directors may exercise, as provided in the Condominium Documents.

Section 6. **Indemnification of Officers and Directors.** The Association shall indemnify every Association director and officer against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her as a consequence of his or her being made a party to or being threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of his or her being or having been a director or officer of the Association, except in such cases wherein he or she is adjudged guilty of willful and

wanton misconduct or gross negligence in the performance of his or her duties or adjudged to have not acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association and its Members, and with respect to any criminal action or proceedings, he or she is adjudged to have had no reasonable cause to believe that his or her conduct was lawful; provided that, if a director or officer claims reimbursement or indemnification hereunder based upon his or her settlement of a matter, he or she shall be indemnified only if the Board of Directors (with any director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association and, if a director or officer claims reimbursement or indemnification hereunder based upon his or her settlement of a matter, he or she shall be indemnified only if the Board of Directors (with any director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association and, if a majority of the Members requests it, such approval is based on an opinion of independent counsel supporting the propriety of such indemnification and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights such director or officer may have. The Board of Directors shall notify all Members that it has approved an indemnification payment at least ten (10) days prior to making such payment.

ARTICLE V.
OPERATION OF THE PROPERTY

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Section 1. **Personal Property.** The Association shall be assessed as the person or entity in possession for any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. **Costs and Receipts to Be Common.** All costs incurred by the Association shall be expenses of administration, and all sums received as proceeds of, or pursuant to, any insurance policy carried by the Association securing the interests of the Members against liabilities or losses arising within, caused by or connected with, the common elements or the administration of the Condominium shall be receipts of administration.

Section 3. **Books of Account.** The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts (including both general and special expenses or receipts of administration) concerning the administration of the Condominium. Such books of account shall specify the maintenance and repair expenses and any other expenses incurred on behalf of the Association and Members. The Members and their mortgagees may inspect the books of account during reasonable working hours on normal working days at a place the Association designates. The books of account may be audited at least annually by qualified independent auditors, but such audit need not be a certified audit nor must the auditors be certified public accountants. The cost of such audit, and all accounting expenses, shall be an expense of administration. Any institutional holder of a mortgage lien on any Unit who so requests shall be given a copy of the audit report within ninety (90) days following the end of the Association's fiscal year. At least once a year, the Association shall

prepare and distribute to each Member a statement of its financial condition, the contents of which shall be defined by the Association.

Section 4. <u>Regular Quarterly Assessment</u>. The Board of Directors may establish an annual budget in advance for each fiscal year for the Condominium, and such budget shall contain the Board's estimate of the funds required to defray the expenses of administration for the forthcoming year, as those items are defined by these Bylaws, and all other common expenses. The budget also may allocate and assess all such common charges against all Members in accordance with the number of Units of the Master Deed, without increase or decrease for the existence of any rights to the use of limited common elements appurtenant thereto. The general common expenses shall consist, among other things, of such amounts as the Board may deem proper for the operation, management and maintenance of the Condominium property under the powers and duties delegated to it hereunder, and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating fund, for a reserve fund and for meeting any deficit in the common expense budget for any prior year. The common expenses shall consist among other things of such amounts as the Board may deem proper for the operation, management, and maintenance of the Condominium to the extent of the powers and duties delegated to it hereunder and in the Master Deed and shall include without limitation, amounts to be set aside for working capital of the Condominium, the cost of fulfilling the association's maintenance, repair and replacement responsibilities, management wages, fees and salaries, common area utilities, common area landscaping, maintenance and replacements, common area cleaning, supplies, snow removal, licenses and permits, banking, legal and accounting fees, insurance, and creation and maintenance of an appropriate reserve fund. The budget may establish an adequate reserve fund for maintenance, repair and replacement of the general and limited common elements, which fund may be financed by regular quarterly payments rather than by special assessments. The Board shall advise each member in writing of the amount of common charges payable by him or her and shall furnish copies of each budget on which such common charges are based to all Members, although failure to deliver a copy of the budget to each Member shall not affect any Member's liability for any existing or future assessments. The budget may also allocate and assess all expenses of administration against all Co-owners in accordance with the number of Units of the Master Deed, without increase or decrease or the existence of any rights to the use of the common elements. All assessments levied in accordance with the foregoing provisions of this section shall be payable by the non-Developer Co-owners in four (4) equal quarterly installments commencing with the acquisition of legal or equitable title to a Unit by any means. The Board may in its sole discretion elect to collect regular assessments on a monthly, semi-annual or annual basis. Should the Board of Directors at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient: (a) to pay the operation and management costs of the Condominium, (b) to provide for maintenance, repair or replacement of existing common elements, (c) to provide for additions to the common elements or (d) to provide for emergencies, the Board may increase the general assessments or levy such additional assessment or assessments, and apportion them, as it deems necessary.

Any sums owed to the association by an individual Co-owner may be assessed to and

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collected from the responsible Co-owner as an addition to the regular assessment installment next coming due. The discretionary authority of the Board to levy assessments pursuant to this section will rest solely with the Board for the benefit of the Association and the Members thereof and will not be enforceable by any creditors of the Association or its Members. Members shall pay all assessments levied in accordance with this Section 4 in four (4) quarterly installments, commencing with acquisition of title to a Unit by any means.

Section 5. **Special Assessments.** Special assessments, in addition to those provided for in Section 4 above, may be levied by the board of Directors from time to time, following approval by the members as hereinafter provided, to meet other needs, requirements or desires of the Association, including, but not limited to: (a) assessments for capital improvements or additions to the common elements; (b) assessments to purchase a Unit upon foreclosure of a lien for assessments, as described in Section 6 hereof; or (c) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this Section 5 (but not including those assessments referred to in Section 4 above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than two-thirds (2/3) of all Members in value and in number, which approval shall be granted only by a vote of the Members taken at a meeting of the Members called in accordance with the provisions of Article III hereof. The discretionary authority of the Board to levy assessments pursuant to this section will rest solely with the Board for the benefit of the Association and the Members thereof and will not be enforceable by any creditors of the Association or its Members.

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Section 6. **Collection of Assessments.** When used in this Section 6 and in Section 12 below, and whenever else appropriate in these Condominium Bylaws, the term "assessment" shall include all regular, quarterly and special assessments referred to in Sections 4 and 5 above and, in addition, all other charges whatsoever levied by the Association against any Co-owner. This Section 6 is designed to provide the Association with a vehicle for collection.

Each Co-owner, whether one or more persons, shall be and shall remain personally obligated for the payment of all assessments levied with regard to his or her Unit during the time that he or she is the owner thereof, and no Member may exempt himself from liability for his or her contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his or her Unit. If any Member defaults in paying the assessed common charges, interest at the maximum legal rate shall be charged on such assessment from the due date thereof and further penalties or proceedings may be instituted by the Board of Directors in its discretion. If such assessment, or any part thereof, is not paid on or before the due date established by the Board of Directors for such payment, then such payment shall be in default. The Board of Directors may, but need not, report such a default to any mortgagee of record. Any mortgagee of a Unit may consider a default in the payment of any assessment a default in the payment of its mortgage. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Unit or any other assessments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any services to a Co-owner in

default upon seven (7) days written notice to such Co-owner of its intent to do so. A Co-owner in default on the payment of any assessment shall not be entitled to vote at any meeting and the Association so long as such default continues. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to any person occupying his or her Unit under a lease or rental agreement and such person after receiving the notice shall deduct from the rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them directly to the Association. The deduction shall not be a breach of the rental agreement or lease by the occupant.

Unpaid assessments shall constitute a lien upon the Unit prior to all other liens except tax liens and sums unpaid on a first mortgage of record. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each Member, and every other person, except a first mortgagee, who from time to time has any interest in the Condominium shall be deemed to have granted to the Association the unqualified right to elect to foreclosure such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association is hereby granted what is commonly known as a "power of sale." Each Member and every other person, except a first mortgagee, who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold at public auction the Unit with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Member acknowledges that when he or she acquired title to his or her Unit, he or she was notified of the provisions of this section and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

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Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until ten (10) days have expired after the mailing, by certified mail, return receipt requested and postage prepaid, addressed to the delinquent Member at his or her last known address, of a written notice that an assessment, or any part thereof, levied against his or her Unit is delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. A written affidavit of an authorized representative of the Association that sets forth (a) the affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (d) the legal description of the subject Unit, and (e) the name of the Member of record, shall accompany such written notice. Such affidavit shall be recorded in the Office of the Otsego County Register of Deeds prior to the commencement of any foreclosure proceedings, but it need not have been recorded as of the date

of mailing the notice. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative of the delinquent Member designated in Article III, Section 3, above, and shall inform such representative that he or she may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, reasonable attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Member in default and shall be secured by the lien on his or her Unit. If any member defaults in the payment of any installment of the annual assessment levied against his or her Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. In a judicial foreclosure action, the court may appoint a receiver to collect a reasonable rental for the Unit from the Member owning it or any persons claiming under him, and each Member hereby covenants to the appointment of such a receiver. The Association may also stop furnishing any services to a Member in default upon seven (7) days' written notice to such Member of its intent to do so. A Member in default in the payment of any assessment shall not be entitled to vote at any meeting of the Association so long as such default continues.

If the holder of a first mortgage on a Unit obtains title to the Unit by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale, shall not be liable for unpaid assessments chargeable to the Unit by such person until after such mortgagee takes title to the Unit or Units; provided, however, that such unpaid assessments shall be deemed to be common expenses collectible from all of the Members, including such person, its successors and assigns, and that all assessments chargeable to the Unit subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all Members. When a Member is in arrearage to the Association for assessments, the Association may give written notice of arrearage to any person occupying his or her Unit under a lease or rental agreement, and such person, after receiving the notice, shall deduct from rental payments due the Member the arrearage and future assessments as they fall due and pay them directly to the Association. The deductions shall not be a breach of the rental agreement or lease by the occupant.

The Association may purchase a Unit at any foreclosure sale hereunder.

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Section 7. <u>Obligations of the Developer</u>. The Developer shall maintain any Units owned by it him. In no case shall the Developer be responsible for paying any assessment levied in whole or in part to finance any litigation or other claims against the Developer, any cost of investigating and preparing such claim or similar or related costs.

Section 8. <u>Maintenance and Repair</u>. All maintenance and repair obligations shall, as provided in the Master Deed, rest on the individual Co-owner. Each shall maintain his or her Unit and any limited common elements appurtenant thereto for which he or she has maintenance responsibility in a safe, clean and sanitary condition and shall maintain landscaping on the

Frontage Area of any site condominium. Each Member shall also use due care to avoid damaging any of the common elements, including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Member shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, his or her family, guests, agents or invitees, unless such damages or costs are actually reimbursed from insurance carried by the Association, in which case there shall be no such responsibility (if reimbursement to the Association is excluded by virtue of a deductible provision, the responsible Member shall bear the expense to the extent of the deductible amount, anything else in these Bylaws to the contrary notwithstanding). Any costs or damages to the Association that are herein or elsewhere in the Condominium Documents assigned to the individual Member may be assessed to and collected from the responsible Member in the manner provided for regular assessments in Article V, Section 4, hereof.

The provisions of this Section 8 shall be subject to those of Article VI, Sections 1-3, in the event of repair or replacement on account of a casualty loss.

Section 9. **Taxes.** Subsequent to the year in which the Condominium is established, all special assessments and property taxes shall be assessed against the individual Units and not upon the total property of the Condominium or any part thereof. Taxes and special assessments which have become a lien against the property of the Condominium in the year of its establishment (as provided in Section 131 of the Act) shall be expenses of administration and shall be paid by the Association. Each Unit shall be assessed a percentage of the total bill for such taxes and assessments equal to the percentage of value allocated to it in the Master Deed, and the Members owning those Units shall reimburse the Association for their Unit's share of such bill within ten (10) days after they have been tendered a statement therefor.

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Section 10. **Documents to Be Kept.** The Association shall keep current copies of the approved Master Deed, all amendments thereto, and all other Condominium Documents available for inspection at reasonable hours by Members, prospective purchasers and prospective mortgagees of Units.

Section 11. **Reserve for Major Repairs and Replacement.** The Association may maintain a reserve fund for major repairs and replacement of common elements in an amount equal to at least ten percent (10%) of the Association's current annual budget on a noncumulative basis. Moneys in the reserve fund may be used only for major repairs and replacement of common elements. THE MINIMUM STANDARDS REQUIRED BY THIS SECTION MAY PROVE INADEQUATE FOR A PARTICULAR PROJECT. The Association of Members should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes.

Section 12. **Statement of Unpaid Assessments.** Pursuant to the provisions of the Act, the purchaser of any Unit may request a statement from the Association as to the outstanding amount of any unpaid assessments thereon, whether regular or special. Upon

written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds a right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself.

ARTICLE VI.
INSURANCE; REPAIR OR REPLACEMENT
CONDEMNATION AND CONSTRUCTION LIENS

Section 1. **Insurance.** The Association may carry all-risk property coverage and liability insurance (including, without limitation, Director's and officer's coverage), workers' compensation insurance, if applicable, and such other insurance coverage as the board may determine to be appropriate with respect to the ownership, use and maintenance of the general and limited common elements of the Condominium and the administration of Condominium affairs. Such insurance may be carried and administered in accordance with the following provisions:

A. All such insurance may be purchased by the Association for the benefit of the
Association, the Members and their mortgagees, as their interests may appear, and provision may be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of Members' Units. It shall be each Co-owners' responsibility to obtain insurance coverage for his or her property located within the boundaries of his or her Unit or elsewhere in the Condominium and for his or her personal liability for occurrences within his or her Unit or upon limited common elements appurtenant to his or her Unit, and also for alternative living expenses. The Association shall have absolutely no responsibility for obtaining such coverage. The Association and all Members shall use their best efforts to see that all property and liability insurance carried by the Association or any Member shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Member or the Association, and, subject to the provisions of Article V, Section 8, hereof, the Association and each Member hereby waive, each as to the other, any right of recovery for losses covered by insurance. The liability of carriers issuing insurance obtained by the Association shall not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by any Member, and vice versa.

B. Public liability insurance may be carried in such limits as the Board may from time to time determine to be appropriate, and shall cover the Association, each Member, director and officer thereof, and any managing agent.

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C. The Association may carry fidelity bond insurance in such limits as the Board shall determine upon all officers and employees of the Association who, in the course of their duties, may reasonably be expected to handle funds of the Association or any Co-owners.

D. Each Co-owner will be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to his or her residence and all other improvements, constructed or to be constructed and for his or her personal property located within the boundaries of his or her condominium Unit or elsewhere in the Condominium including but not limited to the frontage Area adjoining his or her Unit. All such insurance will be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and evidenced to the Association in a manner acceptable to the Association. In the event of the failure of the Co-owner to obtain such insurance the Association may obtain such insurance on behalf of such Co-owner and the premiums therefore will constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner as the Association assessments are collected in accordance with Article V. Each Co-owner also will be obligated to obtain insurance coverage for his or her personal liability for occurrences within the boundaries of his or her Unit (including within the residence located thereon), the limited common elements appurtenant to his or her Unit, or on the Frontage Area appurtenant to his or her Unit and also for alternative living expense in the event of fire. The Association will under those circumstances have no obligation to obtain any of the insurance coverage described in this subsection or any liability to any person for failure to do so.

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E. All premiums upon insurance policies purchased by the Association pursuant to these Bylaws shall be expenses of administration.

F. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association, the Members and their mortgagees as their interests may appear; provided, however, whenever Section 3 of this Article requires the repair or reconstruction of the Condominium, any insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such purpose. Hazard insurance proceeds shall never be used for any purpose other than for repair, replacement or reconstruction of the project unless all of the holders of mortgages on Units in the Condominium have given their prior written approval.

G. All insurance carried by the Association shall, to the extent possible, provide for cross-coverage of claims by one insured against another.

Section 2. <u>Reconstruction or Repair</u>. If any part of the Condominium shall be damaged, the determination of whether or not, and how, it shall be reconstructed or repaired shall be made in the following manner:

A. Any reconstruction or repair shall be performed substantially in accordance

with the Master Deed and the plans and specifications for the Condominium to a condition as similar as possible to the condition existing prior to damage, unless the Members and each holder of a mortgage lien on any Unit shall unanimously decide otherwise.

B. Each Member shall be responsible for the reconstruction and repair of his or her Unit, all structures and improvements, including, landscaping, the limited common elements, appurtenant to his or her Unit and the landscaping and mailbox on the Frontage Area.

C. The Developer shall be responsible for the reconstruction and repair of the common elements. At the earliest date after a casualty occurs causing damage to property for which the Developer has the responsibility of maintenance, repair and reconstruction, the Developer may obtain reliable and detailed estimates of the cost to return the damaged property to a condition as good as that existing before the damage.

D. Any insurance proceeds received by the Association shall be used for reconstruction or repair when reconstruction or repair is required by these Bylaws. If the insurance proceeds are not sufficient to pay the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Members for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Such assessments shall be levied in the same manner as the regular monthly assessments, as set forth in Article V, Section 4, hereof.

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Section 4. <u>Eminent Domain</u>. The following provisions shall control upon any taking by eminent domain:

A. The Association, acting through its Board of Directors, may negotiate on behalf of all Members for any taking of general common elements. Any negotiated settlement shall be subject to the approval of more than two-thirds (2/3) of the Members in value and shall thereupon be binding on all Members.

B. If an entire Unit is taken by eminent domain, the award for such taking shall be paid to the Association for the benefit of the owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Member and his or her mortgagee, they shall be divested of all belonging to the Member whose Unit has been taken shall thereafter appertain to the remaining Units, including those restored or reconstructed under the provisions of this section.

C. In the event of a partial taking of any Unit, any condemnation award shall be paid by the condemning authority to the Association on behalf of the Co-owner of the Unit and his or her mortgagee, as the respective interests may appear. If part of the residence located within the Unit is taken, the Co-owner shall if practical, using the award, rebuild the same to the extent necessary to make it habitable or useable. If it is not practical to rebuild the residence within the boundary of the Unit, the entire undivided interest in the common elements

appertaining to that Unit shall thence forth appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that Unit shall thenceforth be a common element.

D. If any portion of the Condominium other than any Unit is taken, the condemnation proceeds relative to such taking shall be paid to the Association, and the affirmative vote of more than fifty percent (50%) of the Members in number and in value at a meeting duly called shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the Members and their respective mortgagees, as their interests may appear, in accordance with their respective percentages of value set forth in Article VI of the Master Deed.

E. If the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article VI of the Master Deed shall be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Members based upon a continuing value for the Condominium of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Members, but only with the prior written approval of all holders of mortgage liens on individual Units in the project.

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F. If any Unit, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each holder of a mortgage lien on any of the Units.

G. If the taking of a portion of a Unit makes it impractical to rebuild the partially taken Unit to make it habitable, then the entire undivided interest in the common elements appertaining to that Unit shall thenceforth appertain to the remaining Units, and shall be allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that Unit shall thenceforth be a common element.

H. Votes in the Association of Members and liability for future expenses of administration appertaining to a Unit taken or partially taken (as provided in subsection G hereof) by eminent domain shall thenceforth appertain to the remaining Units, and shall be allocated to them in proportion to their relative voting strength by value in the Association.

Section 5. **Construction Liens.** The following provisions shall control the circumstances under which construction liens may be applied against the Condominium or any Unit thereof:

A. Except as provided below, a construction lien for work performed on or beneath a Unit or on the Frontage Area of any site condominium may attach only to the Unit upon or for the benefit of which the work was performed. A construction lien for work performed in constructing a residence or other structure within a Site Unit may attach only to the structure or residence constructed.

B. A construction lien for work authorized by the Developer or principal contractor except at the request of the Co-owner and performed upon the common elements may attach only to Units owned by the Developer at the time.

C. A construction lien for work authorized by the Association may attach to each Unit only to the proportional extent that the Member owning the Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

D. A construction lien may not arise or attach to a Unit for work performed on the common elements not contracted for by the Developer or the Association.

If a Member is advised or otherwise learns of a purported construction lien contrary to the foregoing, he or she shall immediately notify the Board of Directors. Upon learning of the purported construction lien, the Board shall take appropriate measures to remove any cloud on the title of Units improperly affected thereby.

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Section 6. **Notice to FHLMC.** If any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), then the Association shall give FHLMC written notice at such address as it may, from time to time, direct of any loss to or taking of the common elements of the Condominium, if the loss or taking exceeds Ten Thousand Dollars ($10,000.00) in amount.

Section 7. **Mortgagees.** Nothing contained in the Condominium Documents shall be construed to give a Unit owner, or any other party, priority over any rights of mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Units, common elements or both.

ARTICLE VII.
USE AND OCCUPANCY RESTRICTIONS; ENFORCEMENT

Section 1. **Establishment of Restrictions.** In order to provide for congenial occupancy of the Condominium, and for the protection of the value of the Units, the use of Condominium property shall be subject to the limitations set forth below:

A. Property Subject To These Restrictions.

(i) **Porcupine Shores.** All of the Units of Porcupine Shores, except any Unit or portion of a Unit removed from the Condominium pursuant to Article IX of the Master Deed ("Contraction Property"), are and shall remain subject to these restrictions. Any such Contraction Property removed from the Condominium may remain subject to the terms and conditions hereof, or Developer may, at their option, record alternative or supplemental restrictions with respect to such property, or develop the property outside the condominium.

(ii) **Expansion Property.** Porcupine Shores shall not be expandable.

B. Architectural Committee. The Developer in designing Porcupine Shores, including the location and contour of the access road, has taken into consideration the following criteria:

(i) Porcupine Shores is designed for residential living on condominium sites.

(ii) Any construction within each of the Site Units should be located so as to preserve the existing trees and contours where practicable.

(iii) The architecture of the residence located within any Site Unit must be compatible with the criteria as established by the Developers and also must be compatible and harmonious to the external design and general quality of other dwellings constructed and to be constructed within Porcupine Shores.

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C. Building and Use Restrictions.

(i) Use of Property. All units within the Condominium shall be used for a single family residence only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained on any Site Unit except one detached single family dwelling and an appurtenant building, as hereafter provided. For the purposes hereof, "single-family" means (a) not more than two persons, whether or not related by blood or marriage; or, alternatively, but not cumulatively, (b) (1) a man or a woman (or a man and woman living together as a husband and wife, (2) the children of either and of both of them, and/or (3) the parents of either but not both of them, and no other persons; or (c) such other definition as is required by applicable law. Such dwelling shall be designed and erected for occupation by a single private family and no business, commercial, manufacturing, service or rental enterprise shall be conducted within any Unit. Provided, the Developer reserves the right to create a rental pool from which participating Co-owners shall be permitted to lease the dwelling located upon his or her Unit according to the rules and regulations established by the Developer from time to time. However, until such time as the rental pool is established, no Co-owner shall rent or lease his or her Unit or the Dwelling located thereon without the express prior written consent of the Developer or the Association.

A private, attached garage for the sole use of the respective Co-owner or occupant of a

Site Unit upon which said garage is erected may also be erected and maintained. No garage shall provide space for more than two (2) automobiles. The total square footage of the garage shall not exceed the total square footage of the dwelling, excluding the basement. Carports are not permitted. All location and orientation of the dwellings and structures on the sites shall be erected entirely within the boundaries of the building area designated by the Condominium Documents within a Unit and carefully reviewed by the Architectural Committee to achieve maximum reasonable compatibility with their natural surroundings.

(ii) Dwelling Quality and Size. It is the intention and purpose of these covenants to assure that all dwellings constructed within a Site Condominium shall be of a quality of design, workmanship and materials approved by Developer. All dwellings shall be constructed in accordance with the applicable governmental building code and with more restrictive standards that may be required by Developer.

No mobile homes, double wide trailers, manufactured homes (steel frame with axles) are permitted on any site unit. Exterior finish materials to approved by the architectural committee; materials to include stone, stucco, premium grade vinyl siding, cedar lap siding, log siding or other similar materials, subject to the architectural committee approval. Attached garages are permitted, but are not included in the minimum square foot calculations.

A Co-owner is permitted to construct within a unit one (1) single family dwelling including an attached garage and one (1) additional detached structure, provided that the structure has less square footage than the dwelling, is constructed in the same style and material as the dwelling and its location is approved by architectural committee. Fences are not allowed within site condominiums. Exterior low voltage and shielded lighting is allowed subject to architectural committee approval. Flood lighting is not permitted. Permanent kennels are not permitted. Pets must be under the owner's or owner's representative's control at all times.

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All dwellings to be constructed within Site Condominiums shall be a minimum of 720 square feet in dimension. All square footage determinations will exclude basements (including walk-out basements), garages and open porches. The Developer may specify the number of levels that residences within specific Site Units will be permitted to have to maintain a harmonious pattern of development in the construction of residences within the Units.

(iii) Minimum Yard Requirements. All buildings shall be erected in accordance with the Otsego County Zoning Ordinance, unless restricted further herein.

(iv) Water and Septic Systems. The Developer does not anticipate construction of either public water or public sewer facilities in the Project. The Developer may, but shall not be required to, construct certain wells and septic systems for use by certain Co-owners as limited common elements. In the event such limited common elements are constructed, the purchasers of the Unit for which the limited common element provides service shall be required to utilize such service and shall be assessed the proportionate share of the expense of construction and operation of the limited common element. In the event such water

and septic systems are not constructed by the Developer, the Co-owner who purchases such Unit in the Project will be required to construct water and septic systems which meet the standards and specifications of both the Developer and the local health department, including the requirements set forth below within the time period set by the Developer.

All wells constructed within every Unit shall meet the requirements of the local health department for this project. The following requirements have been established by the local health department as of the date of the Master Deed:

(a) Sewage disposal systems for Site Units are to be reviewed and approved by the District Health Department and the Developer prior to site cleaning or excavation.

(b) Access to the easement for drainfield placement and maintenance for Site Units shall be provided by the Developer. This access shall be provided until such time as public sewage facilities are provided.

(c) No site clearing or excavation for building development shall be commenced until permits for on-site water and sewage systems are granted.

Both the Developer and the local health department may, and expressly reserve the right to, place additional requirements on any Co-owner with regard to the installation of water and septic systems within the Project. If the Co-owner fails or refuses to construct either a water or septic system which meets the standards and specifications of both the Developer and the local health department within the required time period, the Developer may, but shall not be required to, construct or modify such system(s) and assess that Co-owner the full cost of construction or modification of such system(s).

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(v) Home Occupations. Although all Units are to be used only for single-family residential purposes, nonetheless home occupations will be considered part of a single-family residential use if, and only if, the home occupation is conducted entirely within the residence and participated in solely by member of the immediate family residing in the residence, which use is clearly incidental and secondary to the use of the residence for dwelling purposes, does not change the character of the Unit or the Project and does not in any way affect or interfere with the quiet use and enjoyment of other Units or parking areas within the Project by other Co-owners, all of which shall be determined in the sole and absolute discretion of the Board of Directors of the Association. To qualify as a home occupation, there must be (a) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling; (b) no commodities sold within the Unit; (c) no person employed other than a Member of the immediate family residing with the Unit; and (d) no mechanical or electrical equipment used, other than personal computers and other office-type equipment.

(vi) No Member shall use, or permit any occupant, agent, employee, invitee, guest or member of his or her family to use, any firearms, air rifles, pellet guns, BB guns,

bows and arrows or other similar dangerous weapons, projectiles or devices within 400 feet of any Unit boundary.

(vii) No signs or other advertising devises shall be displayed which are visible from the exterior of a Unit or on the common elements, including "For Sale" signs, without written permission from the Association, which permission shall not be unreasonably withheld.

(viii) No member shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements without the express written approval of the Board of Directors.

(ix) No unsightly condition shall be maintained upon any balconies, porches or decks and only furniture and equipment consistent with ordinary balcony, porch or deck use shall be permitted to remain there during seasons when such areas are reasonably in use, and no furniture or equipment of any kind shall be stored in such areas during seasons when they are not reasonably in use.

(x) No trash, garbage or rubbish of any kind shall be placed within any Unit, except in sanitary containers for removal. All sanitary containers shall be kept in a clean and sanitary condition and shall be kept in an inconspicuous area of that Unit, as designated by Developer or the Association, except as necessary to allow for trash collection. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one (1) week.

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(xi) Each Site Co-owner is permitted to park or store one (1) recreational vehicle, defined as, but not by way of limitation, any house-trailer, commercial vehicle, boat trailer, camping vehicle, camping trailer, motorcycle, all-terrain vehicle, snowmobile trailer or vehicle other than an automobile or vehicle used primarily for general transportation use on the Condominium Premises. Additional recreational vehicles are permitted on the premises if parked or stored in a garage, unless present for temporary loading or unloading purposes. No inoperable vehicles of any type may be brought or stored on the Condominium Premises, either temporarily or permanently, unless within a garage with the door completely closed. Commercial vehicles shall not be parked on the Condominium Premises (unless fully inside a garage with the door completely closed) except while making deliveries or pick-ups in the normal course of business or for construction purposes. No commercial vehicles of any nature will be parked overnight on the Site Condominium Premises, except in a completely closed garage, without the prior written consent of the Developer. Any truck over 3/4-ton and any vehicle with a company name or other advertising or commercial designation will be considered a commercial vehicle. No vehicle may be parked overnight on any road or on any Frontage Area, except as permitted by the Association in accordance with any rules or regulations adopted by the Association.

(xii) No above-ground swimming pools shall be permitted within any

Site Unit. In-ground pools and spas shall be located and landscaped so as not visible from any street, shall confirm to all applicable requirements of local governmental authorities and are subject to the approval of the Architectural Committee.

(xiii) No item of equipment, furniture or any other large movable item shall be kept within any Site Unit outside a building, except lawn furniture or picnic tables, provided the same are kept in neat and good condition. All other items, such as lawn mowers, snowmobiles and dune buggies, shall be stored in a garage.

(xiv) No Co-owner of any Unit will do or permit to be done any act or condition within his or her Unit or Frontage Area appurtenant to his or her Unit which may be or is or may become a nuisance. No Unit or Frontage Area will be used in whole or in part for the storage of rubbish of any character whatsoever (except normal household trash until the next trash collection day), nor for the storage of any property or thing that will cause the Unit or Frontage Area to appear in any unclean or untidy condition or that will be obnoxious to the eye; nor will any substance, thing or material be kept within any Unit or Frontage Area that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding Units. No unsightly objects will be allowed to be placed or suffered to remain anywhere within a Unit or Frontage Area. If any owner of any Unit fails or refuses to keep his or her Unit or Frontage Area appurtenant thereto free from refuse piles or other unsightly objects, then the Developer or the Association may enter the Unit or Frontage Area and remove the same and such entry will not be a trespass. The owner of the Unit will reimburse the Developer or Association for all costs of such removal.

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(xv) The erection of any new building or the repair of any damaged building shall be completed as rapidly as possible and in no event remain unfinished more than two hundred forty (240) days after issuance of a permit unless an extension is pre-approved in writing by the Architectural Committee. Additionally, within said period the soil within such Unit, and the Frontage Area appurtenant to such Unit, must be completely stabilized by grading and seeding of a lawn or other ground cover growth so as to prevent any soil blow area or soil erosion; provided that this provision shall neither prevent nor prohibit any owner from maintaining open areas for the planting of trees, shrubbery or a flower garden, but any such open area shall be controlled so as to prevent blowing or erosion of soil therefrom.

(xvi) No "through-the-wall" air conditioners may be installed without the review and approval of the Architectural Committee. No outside compressors for central air conditioning units may be located other than in the rear yard or side yard with a landscaping screen so that it is not visible from the street, and must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent Units.

(xvii) Any debris resulting from the destruction in whole or in part of any dwelling or building on any Unit shall be removed with all reasonable dispatch from such Unit in order to preserve the sightly condition of the Condominium Premises.

(xviii) No outside television antennae, aerial or satellite dish may be installed without Architectural Committee approval.

(xix) No Co-owner shall engage in or permit hunting in any form anywhere within the Condominium Premises.

(xx) All above ground fuel tanks shall be properly screened from the view of any other Unit and are subject to Architectural Committee approval.

(xxi) Walks, terraces, decks, and patios including size, elevation and location shall be shown as part of the landscape plan and are subject to Architectural Committee approval.

(xxii) All sculptures shall be contained within the private outdoor areas, shall not be visible to the view of the adjacent Units and are subject to Architectural Committee approval.

(xxiii) No sign or billboard shall be placed, erected or maintained on any Unit except:

(a) One (1) sign advertising the Unit, or the house and the Unit for sale or lease, which sign shall have a surface of not more than five (5') square feet and five (5') feet above the ground, and

(b) Political signs erected in compliance with the applicable local regulations, which signs shall be removed within twenty-four (24) hours after the election day.

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(c) The provisions of this Section shall not apply to such signs as may be installed or erected on any Unit by Developer or any builder which it may designate during the construction period.

(xxiv) The co-owners shall not permit unregistered or abandoned vehicles, trash, or junk to remain on said premises.

(xxv) All structures erected shall be promptly and expeditiously completed on their exterior, including paint and stain, on any exterior surface within six months after construction is commenced.

(xxvi) Should any improvements on the premises be damaged by casualty, or become unsightly through wear and tear, the same will be promptly razed, or restored to a neat exterior appearance in line with the building requirements above set forth.

(xxvii) The co-owners understand that they have standing to sue for enforcement

of the foregoing protective covenants. Enforcement is primarily co-owners responsibility after half of the parcels offered for sale by Developer in this project have been sold.

(xxviii) Unit Division. Subdivision of any unit, within the project, is prohibited. A conveyance of a unit shall not include any right to subdivide a unit under the Act, the Michigan land Division Act, MCL 560.101 et seq., or of any other federal or state statute or local ordinance governing the division of land. Subdivision of a unit for the purposes of quieting title to an encroachment is permissible.

(xxviv) Restrictions along lake front: For the purpose of preventing and controlling water pollution, preserving shoreland cover, natural beauty, and to further the maintenance of safe and healthy conditions on shorelands, all units/owners shall comply with Article 18 LOTS NEAR WATER of the Otsego County zoning ordinance.

Section 2. Persons Subject to Restrictions. All present and future Co-owners, tenants and any other persons or occupants using the facilities of the Condominium in any manner are subject to and shall comply with the Act, the Master Deed, these Condominium Bylaws and the Articles of Incorporation, Bylaws, rules and regulations of the Association.

Section 3. Enforcement. Failure to comply with any of the terms of the Act, the Master Deed, these Condominium Bylaws, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, shall be grounds for relief, which may include, without limitation, an action to recover sums due for such damages, injunctive relief, and any other remedy that may be appropriate to the nature of the breach. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Act, the Master Deed, these Condominium Bylaws, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

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Invalidation of any one of these restrictive covenants or conditions by judgment or court order shall in no way effect any of the other provisions and which other provisions shall remain in full force and effect.

Section 4. General Provisions.

A. Developer's Rights and Responsibilities. Developer may assign, in whole or in part, his rights and responsibilities hereunder to the Association, and when the last Unit in the Condominium has been conveyed, this assignment shall occur automatically.

B. Enforcement of Restrictions. The Association's costs of exercising its right and administering its responsibilities hereunder shall be Expenses of Administration (as defined in Article V above), provided that the Association shall be entitled to recover its costs including actual attorney fees of proceeding against a breach by a Co-owner as provided in article XII, Section 1, B below.

C. **Zoning.** All restrictions imposed by the Otsego County Zoning Ordinance, as it applies, shall apply to all Units in Porcupine Shores, except that if the Developer or the Association has imposed more stringent restrictions, those restrictions shall apply in place of the Otsego County restrictions.

D. **No Gift or Dedication.** Nothing herein contained will be deemed to be a gift or dedication of any portion of the Units or other areas in Porcupine Shores to the general public or for any public purposes whatsoever, it being the intention of the Developer that these restrictions will be strictly limited to the purposes herein specifically expressed.

E. **No Third-Party Beneficiaries.** No third party, except grantees, heirs, representatives, successors and assigns of the Developer, as provided herein, will be a beneficiary of any provision set forth herein.

F. **Handicapped Persons.** Reasonable accommodations in the rules, policies and practices of the Condominium will be made as required by the Federal Fair Housing Act to accommodate handicapped persons.

G. **Access to Project.** Access to all of the units and the expandable area within the project is by a Porcupine Pathway, which is not under the jurisdiction of the Otsego County Road Commission.

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ARTICLE VIII.
APPROVAL OF LEASE

Section 1. Non-Co-Owner Compliance.

A. All non-Co-owner occupants shall comply with all of the terms and conditions of the Condominium Documents and the provisions of the Act.

B. If the Association determines that a non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, or the provisions of the Act, the Association shall take the following action:

(i) The Association shall advise the appropriate Member by certified mail of the alleged violation by a person occupying his or her Unit.

(ii) The Member shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach or advise the Association that a violation has not occurred.

(iii) If after fifteen (15) days the Association believes that the alleged breach has not been cured or may be repeated, it may institute on its behalf, or derivatively by the Members on behalf of the Association if it is under the control of the Developer, an action for eviction against the non-Co-owner occupant for breach of the conditions of the Condominium Documents or of the Act. The relief set forth in this section may be by any appropriate

proceedings. The Association may hold both the non-Co-owner occupant and the Member liable for any damages caused to the Condominium.

ARTICLE IX.
MORTGAGES

Section 1. **Notice of Meetings.** Upon request submitted to the Association, any institutional holder of a mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the Members of the Association and to designate a representative to attend such meeting.

Section 2. **Acquisition of Title by Mortgagee.** As provided in Article V, Section 6, any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage, or a deed in lieu thereof, shall not be liable for such Unit's unpaid assessments which accrue prior to acquisition of title by the first mortgagee.

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ARTICLE X.
AMENDMENTS

Section 1. **Proposal.** Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of a majority of the Directors or by one-third (1/3) or more in number of the Members by an instrument in writing signed by them.

Section 2. **Meeting to Be Held.** If such an amendment is proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Condominium Documents.

Section 3. **Vote Required.** These Condominium Bylaws may be amended by an affirmative vote of two-thirds (2/3) of all members in number and in value and two-thirds (2/3) of all mortgagees at any regular meeting, or at a special meeting called for such purpose. Each mortgagee shall have one (1) vote for each mortgage held.

Section 4. **Amendments Not Materially Changing Condominium Bylaws.** The Board of Directors may enact amendments to these Condominium Bylaws without the approval of any Member or mortgagee, provided that such amendments shall not materially alter or change the rights of a Member or mortgagee.

Section 5. **Amendments Concerning Leases.** Provisions in these Bylaws relating to the ability or terms under which a Member may rent his or her Unit may not be modified and amended without providing notice to each affected Member and mortgagee and the opportunity to vote on the amendment.

Section 6. **Effective Date.** Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon the recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located.

Section 7. **Costs of Amendment.** Any person causing or requesting an amendment to these Condominium Bylaws shall be responsible for the costs and expenses of considering, adopting, preparing and recording such amendment; provided, however, that such costs and expenses relating to amendments adopted pursuant to Article X, Section 3, or pursuant to a decision of the Advisory Committee shall be expenses of administration.

Section 8. **Notice; Copies of Amendment.** Members and mortgagees of record of Units shall be notified of proposed amendments not less than ten (10) days before the amendment is recorded. A copy of each amendment to these Condominium Bylaws shall be furnished to every Member after recording; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article or the Act shall be binding upon all persons who have an interest in the project irrespective of whether such persons actually receive a copy of the amendment.

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ARTICLE XI.
DEFINITIONS

All terms used herein shall have the same meanings as set forth in the Act or as set forth in the Master Deed to which these Condominium Bylaws are attached as an exhibit.

ARTICLE XII.
REMEDIES FOR DEFAULT

Section 1. **Relief Available.** Any default by a Member shall entitle the Association or another Member or Members to the following relief:

A. Failure to comply with any of the terms or conditions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, for injunctive relief, for foreclosure of lien (if in default in payment of an assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Member or Members.

B. In any proceeding arising because of an alleged default by any Member, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the Court, but

in no event shall any Member be entitled to recover such attorney's fees.

C. Such other reasonable remedies as provided in the rules and regulations promulgated by the Board of Directors, including, without limitation, the levying of fines against Members after notice and opportunity for hearing, as provided in the Association rules and regulations, and the imposition of late charges for nonpayment of assessments.

D. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the rights set forth above, to enter, where reasonably necessary, upon the limited or general common elements, or into any Unit, and summarily remove and abate, at the expense of the violating Member, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

Section 2. Failure to Enforce. The failure of the Association or of any Member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Member to enforce such right, provision, covenant or condition in the future.

Section 3. Rights Cumulative. All rights, remedies and privileges granted to the Association or any Member or Members pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

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Section 4. Hearing. Prior to the imposition of any fine or other penalty hereunder, the offending Member shall be given a reasonable opportunity to appear before the Board and be heard. Following any such hearing the Board shall prepare a written decision and place it in the permanent records of the Association.

ARTICLE XIII.
ARBITRATION

Section 1. Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or Management Agreement, if any, or to any disputes, claims or grievances arising among or between the Members or between such Members and the Association may, upon the election and written consent of all the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration, and the parties thereto shall accept the arbiter's decision as final and binding, and it shall be enforceable against the party in a court of competent jurisdiction. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration.

The arbiter may be either an attorney acceptable to both parties or a panel of three (3)

individuals, at least one (1) of whom shall be an attorney. The panel shall be composed of one (1) individual appointed by the Member and one (1) individual appointed by the Board of Directors of the Association. These two panelists will then promptly agree on the third Member of the panel. No Member who is a natural person may appoint himself or herself or a Member of
his or her household to the panel. No corporate Member may appoint one of its directors, officers, shareholders or employees to the panel. Neither may a Member serve on behalf of the Board.

The arbitration costs shall be borne by the losing party to the arbitration. The arbiter may require a reasonable deposit to ensure payment of costs. Such deposit shall be placed in escrow in the name of the arbiter as trustee in the name of the matter at issue.

Section 2. **Effect of Election.** Election by Members or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts. Any appeal from an arbitration award shall be deemed a statutory appeal.

Section 3. **Preservation of Rights.** No Member shall be precluded from petitioning the courts to resolve any dispute, claim or grievance in the absence of election to arbitrate.

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ARTICLE XIV.
SEVERABILITY

If any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE XV.
CONFLICTING PROVISIONS

In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail, and the provisions of the Condominium Document having the highest priority shall govern:

1. the Master Deed, including the Condominium Subdivision Plan;

2. these Condominium Bylaws;

3 the Articles of Incorporation of the Association;

4 the Bylaws of the Association; and

5. the Rules and Regulations of the Association.

ARTICLE XVI.
MICHIGAN LAW

The Bylaws and all documents referred to herein shall be governed by the laws of the State of Michigan.

DRAFT

HEALTH DEPARTMENT of Northwest Michigan

Administrative Office
220 W. Garfield Ave.
Charlevoix, MI 49720
231 547 6523
231 547 6238 - fax

209 Portage Dr.
Bellaire, MI 49615
231 533 8670
231 533 8450 - fax

205 Grove St.
Mancelona, MI 49659
231 587 5052
231 587 5313 - fax

3434 M-119, Suite A
Harbor Springs, MI
49740
231 347 6014
231 347 2861 - fax

95 Livingston Blvd.
Gaylord, MI 49735
989 732 1794
989 732 3285 - fax

Dental Clinics North
Administrative Office
220 W. Garfield Ave.
Charlevoix, MI 49720
231 547 6523
231 547 6238 - fax

Hospice of Northwest Michigan
220 W. Garfield Ave.
Charlevoix, MI 49720
800 551 4140
231 547 1164 - fax

Northern Michigan Regional Lab
95 Livingston Blvd.
Suite D
Gaylord, MI 49735
989 732 1794
989 732 3285 - fax

www.nwhealth.org

January 2, 2018

Otsego County Land Use Services Department
1322 Hayes Road
Gaylord, MI 49735

RE: Porcupine Shores Development, 69-060-013-300-060-00

Dear Mr. Mouch:

Per request from Mr. David Drews of NME Engineering, may this confirm the position of the Health Department of Northwest Michigan regarding the proposed Porcupine Shores residential development.

To date this agency has received an application for, and conducted, preliminary site evaluations for the proposed five (5) unit condominium project on Porcupine Lake. That site evaluation, with the aid of a backhoe on September 21, 2017, demonstrated acceptable soil conditions for the proposed on-site sewage treatment/disposal systems necessary for each lot.

Therefore, this agency agrees the site generally appears suitable for the proposed use. The site will not receive final approval until ALL conditions have been met for both wastewater and potable water supply. This includes a final site plan with proposed structure locations, propose septic and potable well locations, and all parameters for review of the water supply aquifer have been submitted. This may, or may not, include a requirement for the drilling of a test well depending on preliminary findings by NME and review by this office.

Please feel free to contact this office with any questions on the matter.

Respectfully,

Chuck Edwards, R.S.
Otsego County Environmental Health Supervisor
Health Department of Northwest Michigan

David C. Drews

From: Tom Deans <deanst@ocrc-mi.org>
Sent: Tuesday, December 05, 2017 7:53 AM
To: David@NME.land
Subject: RE: Porcupine Shores - Parmater Road

Dave,
After meeting with representatives of our office, our office has reviewed and hereby approves the Draft Disclosure Statement and letter of understanding you provided
in your recent email dated 11/21/2017.
If we can answer any questions, please give us a call.
Tom

Tom Deans, P.E.
Otsego County Road Commission
Engineer
P.O. Box 537
669 W. McCoy Road
Gaylord, MI 49734

Telephone: (989) 732-5202 Ext. 208
Facsimile: (989) 732-6775
Email: deanst@ocrc-mi.org

From: David C. Drews [mailto:David@NME.land]
Sent: Tuesday, November 21, 2017 11:52 AM
To: Tom Deans <deanst@ocrc-mi.org>
Subject: Porcupine Shores - Parmater Road

Attached for your review/approval are copy of the DRAFT Disclosure Statement for the project and a letter requesting your review and approval to the additional wording contained in said Disclosure Statement. Call me if you have any questions; thank you.

David Drews, President
Ph. 989.217.3177
Cell 989.370.8429
Email David@nme.land

NME ENGINEERING
Northern Michigan Engineering, Inc
111 W. Mitchell St.,
Gaylord, MI 49735
www.nme.land

Exhibit 17

NME ENGINEERING

Date 11/21/2017

Otsego County Road Commission
669 W. McCoy Rd.
Gaylord, MI 49735

Re: Proposed "Porcupine Shores" Condominium

Attention: Tom Deans, Engineer

Dear Tom:

Pursuant to our meeting in your office regarding the proposed Porcupine Shores project, we will attempt to address the single issue brought to our attention regarding the project.

Your office had no concerns with the proposed project, other than the fact that the section Parmater Road directly to east of our private drive has a grade exceeding 25%. This section of Parmater Road is maintained year-round by the Otsego County Road Commission; your only concern is that a future owner's expectations that the county road is being maintained year-round may lead to a situation where a two-wheel drive vehicle drives down the hill in the winter but cannot make it back up due to snow/ice.

Enclosed is a DRAFT copy of the Disclosure Statement that each condominium unit purchaser must receive prior to purchase. We have added a paragraph to the bottom of Page 2 to address your concerns.

If this additional language meets with your approval, please sign this letter as indicated below and return to us for submittal to Otsego County Land Use Services.

Please call me if you have any questions.

David C. Drews, President

Acknowledgement and Approval Date

111. W. Mitchell St.
Gaylord, MI 49735

534 E. Eight St.
Traverse City, MI 49686

NME.land 989.217.3177

I.
INTRODUCTION

Porcupine Shores, A Site Condominium is located in the Township of Elmira, County of Otsego, State of Michigan, and consists of five (5) Site Condominium Units. The Porcupine Shores Property Owners' Association, Inc. will be responsible for the management, maintenance and administration of the project.

Condominium development in Michigan is governed largely by the Michigan Condominium Act (referred to in this Disclosure Statement as the "Act"). This Disclosure Statement, together with copies of the legal documents pertaining to the creation and operation of the Project (which are referred to as the "Condominium Documents") are furnished to each purchaser pursuant to the requirements of Michigan law that the Developer of a Condominium Project disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

The Developer does not intend, and is not obligated to erect any buildings or structures whatsoever within the site condominium units or the Common elements. Each purchaser of a Site Condominium Unit, (hereinafter "Co-owner" or "Member") must construct his or her own single family residence in accordance with the applicable zoning ordinance and other regulations and restrictions set forth in the Condominium Documents and ordinances of Otsego County, Michigan.

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As condominium units, all of the Units in the Project have the same legal attributes as any other form of real property and may be sold, mortgaged, leased or rented subject only to such restrictions as are contained in the Condominium Documents and the Act. Each Co-owner receives a deed to his or her individual Unit and owns an undivided interest in the common areas of the Project. The Condominium Documents permit the Developer to hire a qualified professional manager to provide expertise and assist with the management of the Project.

All portions of the Project not included within the Units constitute the common elements. Except for the year in which the Project is established, real property taxes and assessments will be levied individually against each Unit at Porcupine Shores. These individual taxes and assessments cover the Unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements. In the year in which the Project is established, the taxes and assessments for the Units covered by the Master Deed may be billed to the Association and are paid by the Co-owners of such Units in proportion to the number of Units owned by them.

Access to the Project is provided by a private road connection to the public county road, Parmater Road. Parmater Road is maintained year-round by the Otsego County Road Commission. Each purchaser of a Site Condominium Unit should consider the grade of Parmater Road east of the Project entrance and the potential for winter conditions to require four-wheel drive in the winter months.

OTSEGO
CONSERVATION DISTRICT

OTSEGO CONSERVATION DISTRICT

800 Livingston Blvd.
Suite 4A
Gaylord, MI 49735

PH (989) 732-4021
FX (989) 731-7480

www.otsegocd.org
www.facebook.com/otsegocd

BOARD OF DIRECTORS

Jack Marlette
Chairperson

Larry Nowak
Vice Chairperson

Marilyn Kaczanowski
Secretary/Treasurer

Bill Blanzy
Member

Keith Martell III
Member

DISTRICT STAFF

Patricia Osburn
District Manager
Soil Erosion Inspector

Abby Cherwinski
Assistant District Manager

Diane Bomer
District Forester

1-3-2018

Otsego County Land Use service Department
James Mouch
1322 Hayes Road
Gaylord, MI 49735

Dear James Mouch,

I have reviewed the Porcupine Shore Site Plan located at 3650 Parmater Road, Gaylord, Michigan 49735. The proposed project will require a soil erosion permit, but is a approvable project through Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act 1994 PA 451, as Amended.

Sincerely,

Patricia Osburn
District Manager
Soil Erosion Officer
Native Plant Nursery Manager
800 Livingston Blvd., Suite 4A
Gaylord, MI 49735
989-732-4021
posburn@otsegocountymi.gov

Letter of Intent

To Establish an Emergency Access Easement

Introduction

The parties to this agreement have discussed their desire to enter into a non-exclusive and limited use easement agreement ("EASEMENT") to provide alternative access routes from their respective properties to the public roads (Shaff Road and Parmater Road) should an emergency arise where the use of said easement would provide for the health and safety of each party, their guests, future or subsequent owners and guests of their respective properties or the public. Both parties currently have access to a public road and agree that an easement allowing for emergency vehicle access between their respective properties is desirable.

There is a common boundary between their respective properties that has a now abandoned trail road that in the past has provided access between the subject properties.

Each party has agreed to maintain the physical road surface and provide snow removal for the portion of the EASMENT contained within their property.

Declarations

Whereas, David and Cindy Chaffin ("DCC") are the owners of a parcel of land in Section 13, T31N-R4W, known by its PID# 060-013-300-005-00, and Calds Properties, LLC ("CALDS") are the owners of a parcel of land in Section 13, T31N-R4W, known by its PID# 060-013-300-060-00, and

Whereas, DCC and CALDS desire to enter into a mutually beneficial agreement for the creation of the EASEMENT agreement as described above, and

Whereas, CALDS has applied to the Otsego County Planning Commission for a Special Use Permit for the development of (5) single family homesites to be known as Porcupine Shores, and

Whereas, *upon the conditional approval of said Special Use Permit, DCC and CALDS* hereby agree to commission the drafting of the EASEMENT by an attorney to provide for emergency access between Shaff Road and Parmater Road over the above described lands, and

Whereas, a copy of the recorded EASEMENT shall be provided to the Zoning Administrator within 30 days of Otsego County Planning Commission conditional approval of the aforesaid Special Use Permit.

Signatures of all parties:

2-9-18

Calds Properties LLC by

Annette Stanhope

Date

2-9-18

Curtis Stanhope

Date

David W. Chaffin

2-26-18

David Chaffin

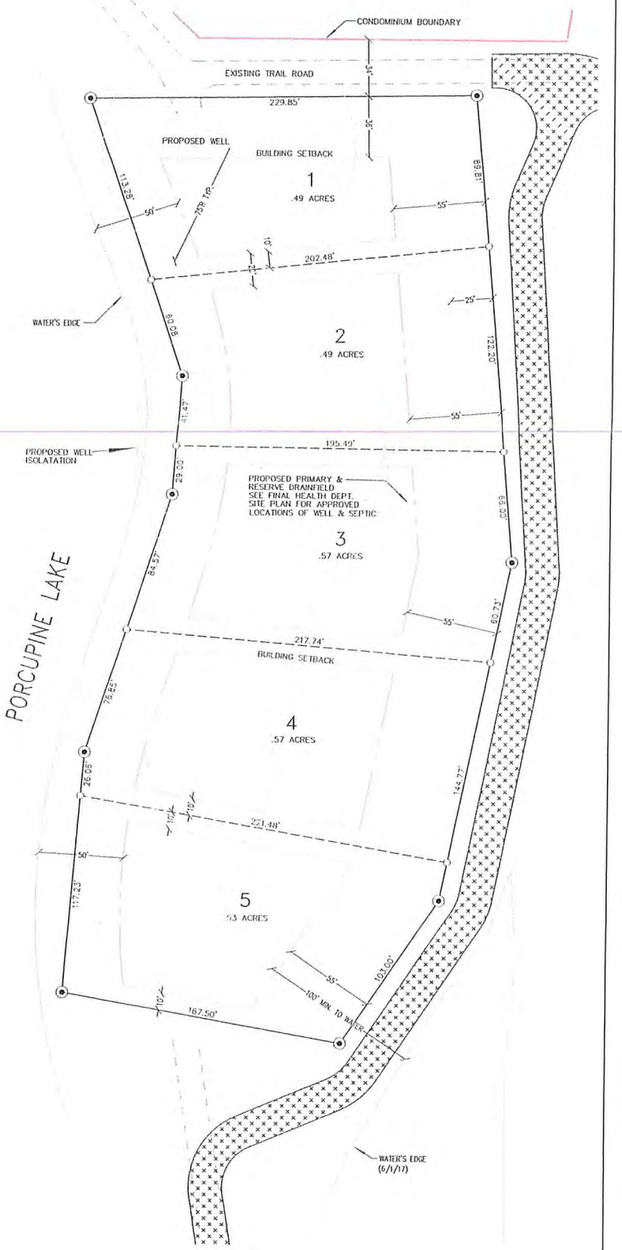
Date

Cindy Chaffin

2-26-18

Cindy Chaffin

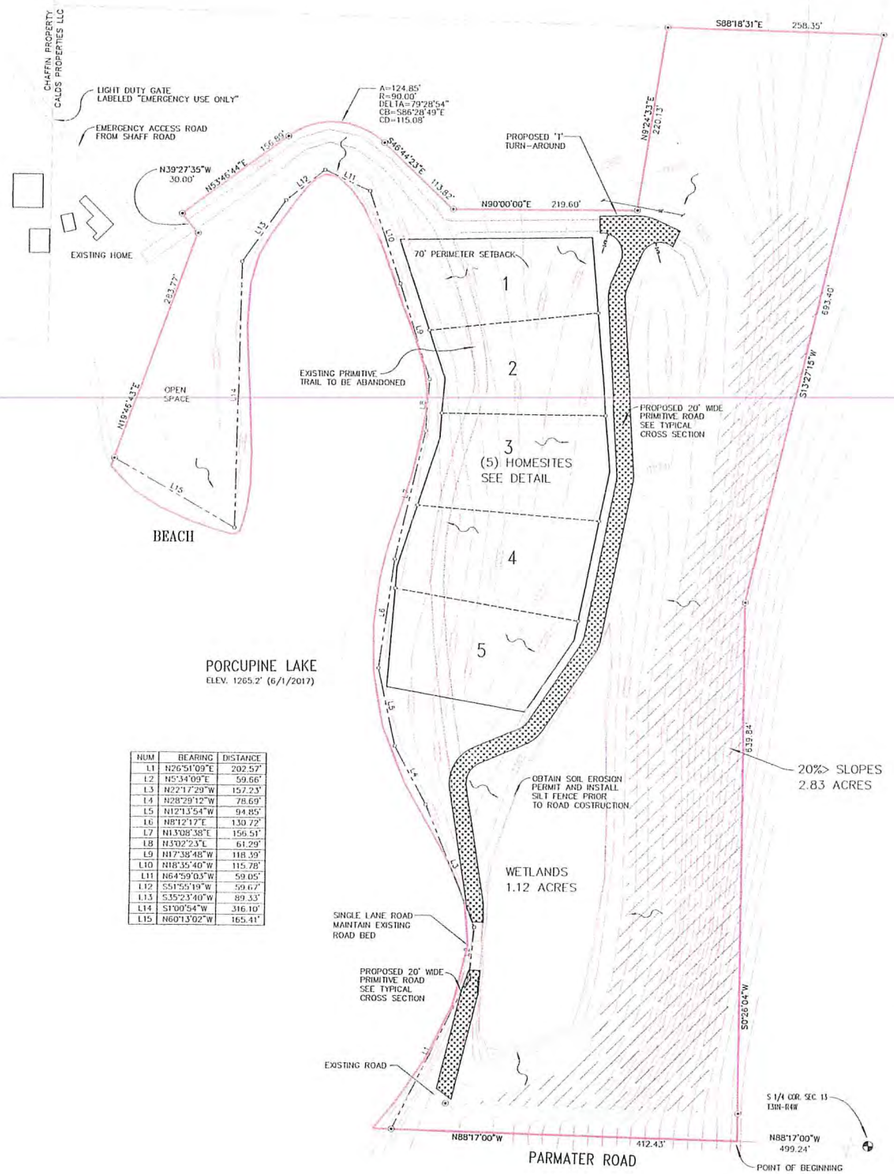
Date



HOMESITE DETAIL

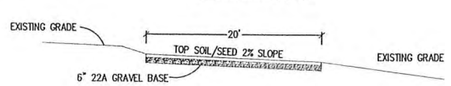
SCALE: 1" = 40'

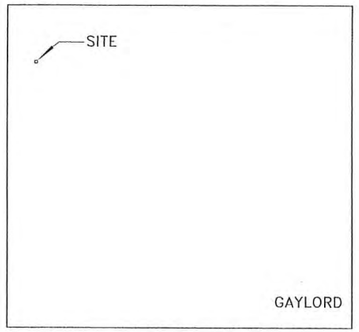
0 20 40 80



NUM	BEARING	DISTANCE
L1	N26°51'09"E	202.57'
L2	N5°34'09"E	59.66'
L3	N22°17'29"W	157.23'
L4	N28°29'12"W	78.69'
L5	N12°13'54"W	94.85'
L6	N8°12'17"E	130.72'
L7	N13°08'38"E	156.51'
L8	N30°22'43"E	61.29'
L9	N17°38'48"W	118.39'
L10	N18°35'40"W	115.78'
L11	N64°59'03"W	59.05'
L12	S51°55'19"W	59.67'
L13	S35°23'40"W	89.33'
L14	S1°00'54"W	316.10'
L15	N60°13'02"W	165.41'

PROPOSED ROAD SECTION





LOCATION MAP

SCALE: 1" = 1 MILE

PROJECT DESCRIPTION
PORCUPINE SHORES IS A PROPOSED (5) HOMESITE CLUSTER RESIDENTIAL DEVELOPMENT LOCATED ON THE EAST SHORE OF PORCUPINE LAKE. THE PROJECT CONTAINS FIVE HOMESITES CLUSTERED TOGETHER AND SURROUNDED BY DEDICATED OPEN SPACE.

SITE DATA
PROJECT AREA: 13.22 ACRES
CURRENT ZONING: FR
ADJACENT PROPERTY ZONING: FR
MINIMUM LOT AREA: 2.02 ACRES
MAXIMUM DENSITY PER CURRENT ZONING: 6 PARCELS
CURRENT LAND USE: VACANT FOREST LAND

PROPOSED CLUSTER RESIDENTIAL OPTION
PROPOSED RESIDENTIAL HOMESITES: 5
MINIMUM BUILDING SETBACK FROM BOUNDARY: 70'
MIN. LOT DIMENSIONS: 100' X 80'
MINIMUM OPEN SPACE REQUIRED: 7.45 ACRES (SEE NARRATIVE)
OPEN SPACE PROVIDED: 10.57 ACRES

PROJECT DEVELOPMENT SCHEDULE
COMPLETION BEFORE 12/31/2017.

APPLICANT
NORTHERN MICHIGAN ENGINEERING INC.
111 W. MITCHELL ST., SUITE B
GAYLORD, MI 49735
PH. 989-217-3177

OWNER & DEVELOPER
CALDS PROPERTIES, LLC
7374 CHILSON RD.
HOWELL, MI 48843

PROPERTY LOCATION
PARMATER RD. ACCESS
PID#060-013-300-060-00

ENGINEER & SURVEYOR
NORTHERN MICHIGAN ENGINEERING INC.
111 W. MITCHELL ST., SUITE B
GAYLORD, MI 49735

CERTIFICATION

I DO HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED UNDER MY SUSTAINED REVIEW AND, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, UNDERSTANING AND INFORMATION; THE DESIGN OF THIS PROJECT IS IN COMPLIANCE WITH THE OTSEGO COUNTY ZONING ORDINANCE DATED SEPTEMBER 2016.

LEGAL DESCRIPTION
A parcel of land on part of Government Lot 2, Section 13, Town 31 North, Range 4 West, Elmira Township, Otsego County, Michigan, described as follows: Commencing at the South 1/4 Corner of Section 13, T31N-R4W; thence North 88°17'00" West 499.24 feet along the south line of said section to the Point of Beginning; thence continuing along said line North 88°17'00" West 412.43 feet to the intermediate traverse line of the east shore of Porcupine Lake; thence along said intermediate traverse line for the following fourteen (15) courses: 1.) North 26°51'09" East 202.57 feet, 2.) North 05°34'09" East 59.66 feet, 3.) North 22°17'29" West 157.23 feet, 4.) North 28°29'12" West 78.69 feet, 5.) North 12°13'54" West 94.85 feet, 6.) North 08°12'17" East 130.72 feet, 7.) North 13°08'38" East 156.51 feet, 8.) North 03°02'23" East 61.29 feet, 9.) North 17°38'48" West 118.39 feet, 10.) North18°35'40" West 115.78 feet, 11.) North 64°59'03" West 59.05 feet, 12.) South 51°55'19" West 59.67 feet, 13.) South 35°23'40" West 89.33 feet, 14.) South 01°00'54" West 316.10 feet, 15.) North 60°13'02" West 165.41 feet; thence North 19°46'43" East 263.77 feet; thence North 39°27'35" West 30.00 feet; thence North 53°46'44" East 156.89 feet; thence South 86°28'49" East 115.08 feet; thence 124.85 feet along the arc of a curve to the right, said curve having a radius of 90.00 feet, a delta angle of 79°28'55" and a chord of South 46°44'23" East 113.82 feet; thence North 90°00'00" East 219.60 feet; thence North 09°24'33" East 220.13 feet to the north line of said Government Lot 1; thence South 88°18'31" East 258.35 feet along said north line; thence South 13°27'15" West 693.40 feet; thence South 00°26'04" West 639.84 feet to the Point of Beginning, containing 13.22 acres of land, more or less, and including the land between said intermediate traverse line and the water's edge, and being subject to a county road easement over the southerly 33 feet thereof.

NOTES
1. ALL MONUMENTS SHOWN ARE PROPOSED.

2. TOPOGRAHIC CONTOURS WERE GENERATED FROM FIELD SURVEY IN AND ADJACENT TO PROPOSED UNITS AND USGS DATA AVAILABLE TO THE PUBLIC.

3. ELEVATIONS ARE BASED ON NAVD 1988 DATUM.

4. BEARINGS ARE BASED ON STATE PLAN COORDINATES, MI-83 CENTRAL.

5. FLOOD PLAIN ELEVATION IS ASSUMED TO BE 2' ABOVE ORDINARY HIGH WATER MARK (PENDING CONFIRMATION LETTER FROM MDEQ)

6. ALL LOTS (UNITS) SHALL COMPLY WITH SECTION 18 OF THE OTSEGO COUNTY ZONING ORDINANCE "LOTS NEAR WATER".

7. A SITE PLAN AND APPLICATION FOR HEALTH DEPARTMENT REVIEW OF SOIL SUITABILITY FOR ON-SITE DISPOSAL HAS BEEN SUBMITTED. ON-SITE SUITABILITY SURVEY HAS BEEN COMPLETED AND VERBAL APPROVAL GIVEN, SUBJECT TO SUBMITTAL OF ADDITIONAL DOCUMENTATION. THE FINAL APPROVED HEALTH DEPARTMENT SITE PLAN WILL BE SUBMITTED AS AN ATTACHMENT TO THIS PLAN TO DETAIL APPROVED WELL AND SEPTIC LOCATIONS.

8. OWNER HAS OBTAINED A RECIPROCAL EASEMENT WITH DAVID AND CYNTHIA CHAFFIN FOR EMERGENCY VEHICLE ACCESS FROM NE END OF PROJECT TO SHAFF ROAD OVER AN EXISTING PRIVATE ROAD (PORCUPINE LAKE TRAIL) AS INDICATED.

9. PROPOSED PRIVATE ROAD NAME: "PORCUPINE LAKE TRAIL SOUTH". FOLLOWING PROJECT APPROVAL, OWNER WILL APPLY FOR STREET ADDRESS FOR ALL UNITS AND PROPOSED LAND DIVISIONS UTILIZING THE PROPOSED PRIVATE ROAD NAME.

10. A SOIL EROSION PERMIT WILL BE OBTAINED AND SUBMITTED PRIOR TO THE CLEARING FOR THE PROPOSED PRIVATE ROAD RELOCATION.

11. THIS DRAWING DOES NOT CONSTITUTE A BOUNDARY SURVEY. THE EXHIBIT B SURVEY PLAN FOR THE PROPOSED CONDOMINIUM WILL BE PREPARED FOLLOWING PROJECT APPROVAL.

12. ALL LAND NOT INCLUDED WITHIN A UNIT SHALL BE DEDICATED OPEN SPACE (GENERAL COMMON ELEMENT).

LEGEND
- SECTION CORNER
- SET CONCRETE MONUMENT
- SET 1/2" IRON & CAP
- PROJECT BOUNDARY
- SECTION LINE
- EXISTING LOT LINE
- PROPOSED UNIT BOUNDARY
- UNIT SETBACK
- 2' CONTOUR
- INTERMEDIATE TRAVERSE LINE
- WATER'S EDGE
- STORM FLOW DIRECTION

SITE PLAN

SCALE: 1" = 80'

0 40 80 160

REVISIONS	DATE	BY

DRAWN BY D.C.D.
CHECKED
APPROVED BY
DATE 11/06/17
PRINT DATE 3/18/18

THOMAS D. ZIPP, P.E.
MI LICENSE #58585

111 W Mitchell Street
SUITE B
GAYLORD, MI 49735

534 E. Eighth Street
Traverse City, MI 49686
(989)217-3177

PROJECT
PORCUPINE SHORES SITE PLAN

PRELIMINARY

PARMATER ROAD, GAYLORD MI 49735

JOB# 17-058
SHEET
SP.1

Exhibit 5

OTSEGO COUNTY
PLANNING COMMISSION

PUBLIC HEARING NOTICE
April 16, 2018

The Otsego County Planning Commission will hold two public hearings on Monday, April 16, 2018 at 6:00 pm in the Planning and Zoning Meeting room located at 1322 Hayes Rd Gaylord, Michigan.

The purpose of the public hearings will be to obtain citizen comment on the following:

1. CALDS Properties LLC, owners, represented by Northern Michigan Engineering Inc, David Drews, request a Special Use Permit/Site Plan Review for property located in Elmira Township at 3650 Parmater Rd Gaylord, MI 49735. The proposed use of the property is to create a residential cluster development for the construction of five (5) single family dwellings. The property is located in a FR/Forestry Recreation Zoning District.

Parcel identification number: **060-013-300-060-00**
3650 Parmater Rd
Gaylord, MI 49735

Legal Description:
GOVT LOT 2 SEC 13 T31N R4W.

2. **SECTION 21.10 FENCES**
Proposed amendments to the above section of the Otsego County Zoning Ordinance

All citizens are welcome to attend the meeting or provide written comment. If written comments are provided the comments must be received at the Otsego County Land Use Services Office by noon (12:00 pm) the day of the meeting.

Any citizen who has questions regarding this application or needs assistance to attend this meeting should contact the Director of Land Use Services at 989.731.7400.

Proposed Language:

Section 21.10
Fences

Section 21.10.01
Permit
Fences may be installed without a permit provided the following conditions are met:

Condition 1: A fence in the Front Yard shall not exceed a height of 3.5 feet and be of a see through design and material that does not obscure the vision of drivers of vehicles at any driveway entrance or exit, street intersection or other pedestrian property access point.

Condition 2: A fence along any side lot line may extend to the front property line except that it shall not exceed a height of 3.5 feet from the front property line back 25 feet and shall be of a see through design and material that does not obscure the vision of drivers of vehicles at any driveway entrance or exit, street intersection or other pedestrian or vehicle property access point.

Condition 3: A fence in the Side and Rear Yards cannot exceed a height of 7.0 feet except as noted in condition 1.

Condition 4: A fence may be located at or along an adjoining property line. Adequate space shall be allotted to permit access for maintenance without trespass.

Condition5: A fence in any platted subdivision, residential development or residential zoning district shall not contain barbed wire or be electrified.

Condition 6: A fence must be structurally sound and kept in good repair. There should be no evidence of deterioration, damaged or collapsing pieces.

Condition7: Compliance with Section 21.10.02 and Section 21.10.03.

Section 21.10.02
Fences-Maximum Heights

Yards	Height
Front of site, parallel with the principal roadway	3.5 ft.
Rear	7.0 ft.
Side Side with front yard setbacks of 25 ft.	7.0 ft. 3.5 ft.
Junk Yard	8.0 ft.
Recycling Facility	8.0 ft.

Fences designed to enclose property in any district shall be subject to the following table of conditions:

Section 21.10.03
Fences-Swimming Pools, Hot Tubs, Spas
Private swimming pools, hot tubs and spas, containing water more than 24 inches in depth shall be completely surrounded by a fence or barrier not less than 48 inches in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception:
Spas or hot tubs with a safety cover than complies with ASTM F1346 shall be exempt from the provisions of the section.
Note:
ASTM F1346 requires fastening the safety cover to the hot tub or spa via key locks, combination locks or similar devices that will keep the cover in place; testing to demonstrate that the cover can support a minimum required weight; limitations on openings in the cover; and minimum installation requirements.

Current Language:

SECTION 21.10 FENCES

21.10.1 Fences designed to enclose property in any district shall be subject to the following conditions:

21.10.1.1 Fences in R1, R2, R3 or RR Districts, or any platted subdivision, site condo or PUD shall not contain barbed wire or be electrified.

21.10.1.2 No fence shall exceed six (6) feet in height in the side or rear yard. No fence in the front yard setback shall exceed four (4) feet in height and shall be of a design and material that does not obscure the vision of drivers of vehicles at any driveway entrance or exit, street intersection or other pedestrian or vehicle property access point.

21.10.2

Specific Nonresidential Uses Requiring Fences	**Minimum height for fence or wall**	**Function(s)**	
		Screen/protect	**Obscure**
Drive-in restaurants, gasoline stations and vehicle repair	6'0"	X	X
Hospital and funeral home service entrances	6'0"		X
Institutional playgrounds	6'0"	X	X
Parking lots	6'0"		X
Utility buildings and substations	6'0"	X	X
Public swimming pools	6'0"		X
Junk yards	8'0"	X	X
Open storage areas of any use	6'0"		X

Note: These uses in 21.10.2 are required to be fenced or screened in all cases regardless of the use orientation to residential zoning districts or residential uses.

21.10.3 Protective and adequate fencing shall be required around all outdoor swimming pools, and shall not be less than four (4) feet, six (6) inches above the established grade.

21.10.4 All plans for fences or walls must be approved by the Zoning Administrator for construction specifications designed to fulfill the primary function of protection and/or screening. All fences shall be maintained in a pleasing appearance.

21.10.5 The Planning Commission shall be empowered to modify fence and wall requirements as deemed necessary by conditions affecting a particular development, or to waive requirements where general welfare concerns are not served by compliance with these standards, such as the existence of permanent natural features, where there is sufficient visual or protective separation, or where there is nothing to separate. Waivers shall not be granted where such characteristics are of a temporary nature or because the adjacent area is not yet developed

Christine Boyak-Wohlfeil

From:	James Mouch
Sent:	Thursday, February 01, 2018 9:42 AM
To:	PAUL HARTMANN; JUDITH JARECKI; JAN NORTON; JIM HILGENDORF (HILGENDORF_JAMES@YAHOO.COM)
Cc:	KEN ARNDT; James Mouch; Christine Boyak-Wohlfeil
Subject:	Fence Ordinance 21.10
Attachments:	Section 21 10 Fences 01302018.pdf; Section 21.10 Fences (Old).pdf; Michigan Residential Code 2015.pdf; IPMC Code 2015.pdf; Zoning code 2015.pdf; Fence Ordinace-Other Jurisdictions.pdf

Good Morning,

Please find attached documents that were to be distributed at the meeting this morning scheduled at 9:00 a.m..

Please find the attached documents:

1. Section 21.10 Fences (New)– Recommended document with changes for committee approval. Please reply with any recommended changes.
2. Section 21.10 Fences (Old) – Current Ordinance

Research Documents:

3. Michigan Residential Code 2015 – R105.2 Work exempt from permit.
4. International Zoning Code 2015 – 802.1
5. International Property Maintenance Code 2015 – 302.2 Protective treatment
   303.2 Enclosure
6. Fence Ordinance-Other Jurisdictions Emmet County, Traverse City

Please take a look at the proposed changes to the fence ordinance as soon as possible. If you have suggested edits please forward so we may make the changes and send to the Planning Commission whole.

Ken Arndt Planning Commission Secretary
James Mouch, Director Land Use

Providing for Michigan's Safety in the Built Environment

2015

MICHIGAN RESIDENTIAL CODE

Incorporating the 2015 edition of the International Residential Code® for One- and Two-Family Dwellings

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

ICC
INTERNATIONAL CODE COUNCIL®

to R 408.30998, and plumbing, R 408.30701 to R 408.30796, codes instead of specific requirements of the code shall also be permitted as an alternate.

R 408.30504

R104.11.1 Tests. Where there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *building official* shall have the authority to require tests as evidence of compliance to be made at no expense to the *jurisdiction*. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *building official* shall approve the testing procedures. Tests shall be performed by an *approved* agency. Reports of such tests shall be retained by the *building official* for the period required for retention of public records.

SECTION R105
PERMITS

R105.1 Required. Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the *building official* and obtain the required *permit*.

R105.2 Work exempt from permit. Exemption from the permit requirements of the code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of the code or any other laws or ordinances of this jurisdiction. Permits are not required for any of the following:

(a) Building permits shall not be required for any of the following:

(i) One-story detached accessory structures, if the floor area does not exceed 200 square feet (18.58 m^2).

(ii) A fence that is not more than 7 feet (2134 mm) high.

(iii) A retaining wall that is not more than 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.

(iv) A water tank supported directly upon grade if the capacity is not more than 5,000 gallons (18 927 L) and the ratio of height to diameter or width is not greater than 2 to 1.

(v) A sidewalk and driveway not more than 30 inches (762 mm) above adjacent grade and not over any basement or story below and are not part of an accessible route.

(vi) Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.

(vii) A prefabricated swimming pool that is less than 24 inches (610 mm) deep, and not greater than 5,000 gallons (18 927 L), and is installed entirely above ground.

(viii) Swings and other playground equipment accessory to detached 1- or 2-family dwellings.

(ix) Window awnings in group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support, as applicable in Section 101.2 and group U occupancies.

(x) Decks not exceeding 200 square feet (18.58 m^2) in area, that are not more than 30 inches (762 mm) above grade at any point as prescribed by Section R312.1.1, are not attached to a dwelling or its accessory structures, are not within 36 inches (914 mm) of a dwelling or its accessory structures, and do not serve any ingress or egress door of the dwelling or its accessory structures.

(b) Electrical permits shall not be required, as in accordance with the Michigan electrical code, R 408.30801 to R 408.30880, for any of the following:

(i) Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

(ii) Radio and television transmitting stations: The provisions of the code do not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for power supply and to the installation of towers and antennas.

(iii) Temporary testing systems: A permit is not required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

(c) Mechanical permits shall not be required for any of the following:

(i) A portable heating or gas appliance that has inputs of less than 30,000 BTU's per hour.

(ii) Portable ventilation appliances and equipment.

(iii) A portable cooling unit.

(iv) Steam, hot water, or chilled water piping within any heating or cooling equipment or appliances regulated by this code.

(v) Replacement of any minor part that does not alter the approval of equipment or an appliance or make such equipment or appliance unsafe.

(vi) A portable evaporative cooler.

(vii) Self-contained refrigeration systems that contain 10 pounds (4.5 kg) or less of refrigerant, or that are actuated by motors of 1 horsepower (0.75kW) or less.

(viii) Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

(ix) An oil burner that does not require connection to a flue, such as an oil stove and a heater equipped with a wick.

(x) A portable gas burner that has inputs of less than 30,000 BTU's per hour.

(xi) When changing or relocating a gas meter or regulator, a permit is not required when installing gas piping which shall be limited to 10 feet (3005 mm) in length and not more than 6 fittings.

(xii) When installing geothermal vertical closed loops under the supervision of a mechanical contractor licensed in HVAC as long as the company meets both the following:

(A) Has obtained a certificate of registration as a well drilling contractor pursuant to part 127 of the public health code, 1978, PA 368, MCL 333.12701 to 333.12771.

(B) Has installed the geothermal vertical closed loops in accordance with the department of environmental quality's best practices regarding geothermal heat pump closed loops. Exemption from the permit requirements of this code shall not be deemed to grant authorization for work to be done in violation of the provisions of this code or other laws or ordinances of this jurisdiction.

(d) Plumbing permits shall not be required for either of the following:

(i) The stopping of leaks in drains, water, soil, waste or vent pipe. If any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, then the work is considered as new work and a permit shall be obtained and inspection made as provided in the code.

(ii) The clearing of stoppages or the repairing of leaks in pipes, valves, or fixtures, and the removal and reinstallation of water closets, if the repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures.

R 408.30505

R105.2.1 Emergency repairs. Where *equipment* replacements and repairs must be performed in an emergency situation, the *permit* application shall be submitted within the next working business day to the *building official.*

R105.2.2 Repairs. Application or notice to the *building official* is not required for ordinary repairs to structures, replacement of lamps or the connection of *approved* portable electrical *equipment* to *approved* permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include *addition* to, *alteration* of, replacement or relocation of any water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

R105.2.3 Public service agencies. A *permit* shall not be required for the installation, *alteration* or repair of generation, transmission, distribution, metering or other related *equipment* that is under the ownership and control of public service agencies by established right.

R105.3 Application for permit. To obtain a *permit*, the applicant shall first file an application therefor in writing on a form furnished by the department of building safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the *permit* for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by *construction documents* and other information as required in Section R106.1.
5. State the valuation of the proposed work.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the *building official.*

R105.3.1 Action on application. The *building official* shall examine or cause to be examined applications for *permits* and amendments thereto within a reasonable time after filing. If the application or the *construction documents* do not conform to the requirements of pertinent laws, the *building official* shall reject such application in writing stating the reasons therefor. If the *building official* is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the *building official* shall issue a *permit* therefor as soon as practicable.

R105.3.1.1 Determination of substantially improved or substantially damaged existing buildings in flood hazard areas. For applications for reconstruction, rehabilitation, *addition,* alteration, repair or other improvement of existing buildings or structures located

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2015 CODE AND COMMENTARY

The complete IPMC with commentary after each section

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means of egress system and as such represent a significant safety concern if left in an unsafe condition. Should any of these elements of a means of egress system become structurally unsound, the building or portion thereof may be regarded as unsafe.

Item 13 addresses chimneys, cooling towers and similar appurtenances. As with decorative features and other appurtenances, chimneys, cooling towers, smokestacks or similar large vertical elements that become structurally unsound may be regarded as unsafe.

Exception 1 is to recognize that a qualified entity could substantiate an alternative method or material that meets the purpose and intent of the code. This alternative would need to be approved by the code official. An engineering study that substantiates the structural integrity in a rational analysis may be the basis for accepting a contention that the building is not unsafe.

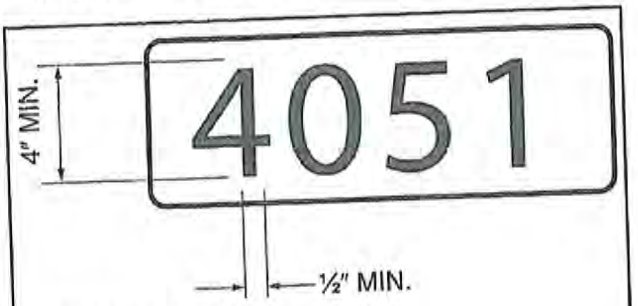
Exception 2 allows a building owner the option of demolition of an unsafe condition subject to the code official's approval. If the building or structure or portion thereof is demolished, and does not exist, the condition is considered to be resolved.

304.2 Protective treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

❖ Other sections of the code require items such as walls, doors, windows and architectural trim to be maintained in good repair and condition. This section makes it clear that if paint or other protective covering or treatment is used to provide protection from the elements, it cannot be peeling, flaking or chipped. Additionally, buildings with deteriorated paint or with masonry joints and siding in disrepair or not weather tight will eventually decay and exert a blighting influence on the community.

[F] 304.3 Address identification. Buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position to be visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numerals or alphabetical letters. Numbers shall not be spelled out. Each character shall be a minimum of 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

❖ Identifying buildings during an emergency (i.e., fire department, ambulances, medical, police) is greatly aided by the proper placement of address identification. In other than emergencies, the address identification serves as a convenience for people attempting to locate a building. The size and contrast criteria are intended to aid visibility from the street. Where multiple structures are remotely located on a site or set back into a property, at locations where multiple addresses are provided (e.g., strip malls) or where the address is not readily visible from the public way, an approved method of identification will also be required. The fire code official has the authority to require that address numbers be located in all locations deemed necessary to properly identify the building by street address. The primary concern is for emergency personnel to locate the building without going through a lengthy search procedure. In the case of a strip mall, identification would be provided for the backs of buildings that face alleys or roads since the emergency response unit may often be directed to the back entrance. The address numbers must be maintained in a readily visible condition to provide for continuous identification. This would include repainting faded numbers or trimming trees or other vegetation that may be obscuring visibility of the address.



For SI: 1 inch = 25.4 mm.

Figure 304.3
ADDRESS IDENTIFICATION

304.4 Structural members. Structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

❖ Building components that must support other building components are considered structural. Structural members must be kept sound and capable of supporting all of the dead and live loads imposed upon them. Dead loads are the loads created by the structure

SECTION 303
SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

❖ Swimming pools, if neglected, can become a health hazard, resulting in insect-attracting stagnant water.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F1346 shall be exempt from the provisions of this section.

❖ This performance-based criteria was specifically added to address pool-related problems where a child could possibly drown by gaining entry into a pool through a gate that failed to close and latch properly. Gates that may have deteriorated over time through age, wear and exposure to the elements are now addressed so that they will continue to provide the intended level of protection. The exception to this section allows for safety covers that comply with ASTM F1346. This exception is consistent with current provisions in the IBC and the *International Residential Code®* (IRC®).

ASTM F1346 requires fastening the safety cover to the hot tub or spa via key locks, combination locks or similar devices that will keep the cover in place; testing to demonstrate that the cover can support a minimum required weight; limitations on openings in the cover; and minimum installation requirements.

SECTION 304
EXTERIOR STRUCTURE

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

❖ The exterior of structures must perform four primary functions:

- It must be in good repair. There should be no evidence of deterioration, or damaged or loose elements.
- It must be structurally sound. There should not be any loose or collapsing pieces. Stairways, porches, balconies and similar structural elements must safely perform their intended functions.
- It must be kept in a sanitary condition. There shall be no accumulation of litter or debris on porches and other parts of the exterior structure.
- It must be capable of preventing the elements (rain, snow and wind) and rodents from entering the interior areas.

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects;
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;

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801.4.7 Lighting. Lights illuminating a parking area shall be designed and located so as to reflect away from any street and adjacent property.

SECTION 802
FENCE HEIGHTS

802.1 General. Fence and retaining wall heights in required yards shall not exceed those found in Table 802.1.

TABLE 802.1
MAXIMUM FENCE HEIGHTS

YARDS	HEIGHT (feet)
Front	3.5
Rear	6.0
Side	
Lot side	6.0
Street side	3.5

For SI: 1 foot = 304.8 mm.

SECTION 803
LOCATION OF ACCESSORY BUILDINGS

803.1 General. Accessory buildings shall occupy the same lot as the main use or building.

803.2 Separation from main building. Accessory buildings shall be separated from the main building by 10 feet (3048 mm).

803.3 Private garages. An accessory building used as a *private garage* shall be permitted to be located in the rear yard or side yard provided that setbacks are maintained and the structures do not encroach into any recorded easements. The building shall be permitted to be located in the front yard of a sloping lot if the lot has more than a 10-foot (3048 mm) difference in elevation from midpoint of the front lot line to a point 50 feet (15 240 mm) away midway between the side lot lines.

803.4 Storage buildings. Accessory buildings used for storage or other similar use shall be permitted to be located in any portion of the rear yard or side yard. No storage building shall be located in the front yard.

SECTION 804
ALLOWABLE PROJECTIONS INTO YARDS

804.1 General. Eaves, cornices or other similar architectural features shall be permitted to project into a required yard not more than 12 inches (305 mm). Chimneys shall be permitted to project not more than 2 feet (610 mm), provided the width of any side yard is not reduced to less than 30 inches (762 mm).

804.2 Front yards. Open, unenclosed ramps, porches, platforms or landings, not covered by a roof, shall be permitted to extend not more than 6 feet (1829 mm) into the required front yard, provided such porch does not extend above the first level and is not more than 6 feet (1829 mm) above *grade* at any point.

804.3 Rear yards. Windows shall be permitted to project into a required rear yard not more than 6 inches (152 mm).

SECTION 805
LANDSCAPING REQUIREMENTS

805.1 General. *Landscaping* is required for all new buildings and additions over 500 square feet (46.5 m^2) as defined in this section. Said *landscaping* shall be completed within 1 year from the date of occupancy of the building.

805.2 Front yards. Front yards required by this code shall be completely landscaped, except for those areas occupied by access driveways, walls and structures.

805.3 Street-side side yards. Flanking street-side side yards shall be completely landscaped, except for those areas occupied by utilities, access driveways, paved walks, walls and structures.

805.4 Maintenance. Live *landscaping* required by this code shall be properly maintained. Dead or dying *landscaping* shall be replaced immediately and all sodded areas mowed, fertilized and irrigated on a regular basis.

SECTION 806
LOADING SPACES

806.1 General. Loading spaces shall be provided on the same lot for every building in the C or FI zones. No loading space is required if prevented by an existing lawful building.

806.2 Size. Each loading space shall have a clear height of 14 feet (4267 mm) and shall be directly accessible through a usable door not less than 3 feet (914 mm) in width and 6 feet, 8 inches (2032 mm) high. The minimum area of a loading space shall be 400 square feet (37.2 m^2) and the minimum dimensions shall be 20 feet (6096 mm) long and 10 feet (3048 mm) deep.

SECTION 807
PASSAGEWAYS

807.1 Residential entrances. There shall be a passageway leading from the public way to the exterior entrance of each *dwelling unit* in every residential building of not less than 10 feet (3048 mm) in width. The passageway shall be increased by 2 feet (610 mm) for each story over two.

807.2 Separation between buildings. There shall be not less than 10 feet (3048 mm) of clear space between every main building and accessory building on a lot. There shall be not less than 20 feet (6096 mm) of clear space between every residential building and another main building on the same lot.

807.3 Location of passageways. Passageways shall be permitted to be located in that space set aside for required yards. Passageways shall be open and unobstructed to the sky and shall be permitted to have such projections as allowed for yards, provided the users of said passageway have a clear walkway to the public way. Any space between buildings or passageways that has less width than that prescribed herein shall not be further reduced.

Section 22.04 Fences, Greenbelts, and Walls

22.04.1 Fences (General)

Fences designed to enclose property in any district shall be subject to the following conditions:

A. Fences in any platted subdivision, residential development or residential zoning district shall not contain barbed wire or be electrified.

B. Fence and wall materials may include treated wood, painted/stained wood, treated split rail, ornamental wrought iron, brick, stone, masonry block, molded vinyl, or chain link.

C. No fence shall obscure the vision of drivers of vehicles at any driveway entrance or exit, street intersection or other pedestrian or vehicle property access point.

D. Fences may be installed without a permit provided the following standards are met:

1. A fence may locate at or along the property line. Adequate space should be allotted to permit access for maintenance without trespass.

2. Fences in front setback areas or areas in front of the main building wall may be four (4) feet in height.

3. Fences in side and rear yards may be up to six (6) feet in height.

Fences exceeding the height of #2 and #3 above shall meet the setback standard of the district in which it is located.

Building a Fence

The City of Traverse City does not have a fence ordinance. Fences less than 7 feet in height can be constructed without any permit. Fences 7-feet in height or taller require a land use and building permit. If you have further questions, please contact the Planning Department (planning.asp).

Return to List (faq.asp)

Bagley Township Planning Commission

Bagley Township, Michigan

Established 1868

January 25, 2018

Subject: Meeting Minutes and record of decisions for Scheduled Meeting on the above date.

Parcel Involved:

Case 1. 69 011 225 000 002 00, Construction of New Self Storage Warehouses, North Otsego Lake Drive

Case 2. PZSU 17-003 Construction of New Forward's station and C Stores at South Otsego and Driftwood Street

Item 1. Discussion and Recommendation of Zoning Ordinance changes to Restricted Uses (S 21.34)

Item 2. Discussion and Recommendation of Zoning Ordinance changes to Home Occupations (S 21.12)

Item 3. Discussion and Recommendation of Zoning Ordinance changes to Signs and Billboards (S 21.38)

Item 4. Discussion and Recommendation of Zoning Ordinance changes to Fences (21.10)

Members Present:

Ken Arndt
Brian Goebel
Wally Loney by Skype
Larry Beckett

Other Attendees:
Michelle Noirot, Supervisor
Celeste Szymanski, Voting Trustee, Planning Commission

Citizens Attending: Representative for Forward's Corporation (Wade Trim); Representative for proposed self-storage units: None

Meeting Opened at 7:00PM by Arndt

1. Among the essential findings are that the area is zoned B-2 and suitable for the project.

2. Water system is private and shared within the development.

3. Residential uses are not generally permitted in this zoning district except as used for a family care facility or a commercial day care. Both of these uses would require substantially different structure development than that proposed.

4. Any residential use of the existing proposed property improvements as planned would require a separate development plan and permitting.

Meeting Closed to public discussion.

Commission felt that the proposed primary use was supportable in the current location and would provide useful service to the public.

Notes on the plan with respect to adding some units with water and sewer brought negative comments by the commission given the lack of specific information provided. The sentiment was that, if build out to office or other uses was anticipated, the changes to the plan in place will have to be more fully developed. The commission felt that adding water and sewer to the planned self-storage units invited temporary use of the units as substandard housing, whether the units were occupied by a small RV unit or simply occupied as living area. Given the probable water runoff and the site area occupied by the buildings, the commission found it difficult to see where a drain field could be installed (shared water, private sewer required in this sub).

Consensus developed that the self-storage units were a useful development but that no water and sewer should be added to the units and no further build out beyond the shell storage units should be allowed without further permitting. Feeling was unanimous. BG felt that installed heating could be a benefit to the public since heated storage brings a premium price in the storage markets. No disagreement.

Larry Beckett made a motion that we recommend approval of the self-storage structures with heat at the option of the owner, but without water or sewer or further build out allowed without additional permitting.

Wally Loney seconded the motion.

All in favor, none opposed. 8:12PM

Signs and Billboards. *(S 21.38).* This was a substantial re write and an upgrade to allowances and practices considering the surrounding counties, particularly in allowed signage. As the markets change, the demand for more and different signage also changes. The changes make allowances, for example, for monument signs which can be tasteful and be higher than those limited in height and 32 square feet in display area. The ordinance section has been simplified and we think made easier to use, by limiting large blocks of text which the public does not always read carefully if at all. We have also addressed the signage which is controlled by MDOT and focus on their approval as part of our approvals. The changes also recognize that some signs do not need to be permitted and will be regulated by complaint or observation. This saves the county time and money rather than having inspectors driving around looking for violations. This section of the ordinance has been re written more than four times and modified by each township at least once.

This section of the ordinance was also the first that have been trial ballooned with township board member and commissions at the same time, which we hope will be the norm in the future, encouraging changes to move faster.

As presented here, the changes recommended are included and approved by the planning commission by consensus.

Fences. *(21.10)* This re-write removes the requirement to get a fence permit but provides guidelines by which the fence is to be constructed and maintained. The goal has been to allow fences that provide privacy and security but also are developed safely, especially focused on visibility, for both motorists and pedestrians.

The changes are simple, condensed to one page, somewhat shorter than the original version. There are conditions to be considered, which are easy to understand and enforce

At the December meeting, the commission approved the changes by consensus.

Note: The final documents will be distributed by the county planning commission for one last look before the county planning commission votes to send the completed changes to the commissioners for adoption. At that time, last minute recommendations and thoughts will be considered. We at Bagley have been very much involved with the development of these ordinance changes and the changes have been through at least two committee scrubs here and in other townships as well, particularly Hayes Township.

Respectfully Submitted for the Planning Commission,

Kenneth R. Arndt
Chairman

Item 2. Home Occupations (21.12)

Approved as Submitted Approved with Edits Not Approved

For Bagley Township

Michelle Noirot
Supervisor

Item 3. Signs and Billboards (21.38)

Approved as Submitted Approved with Edits Not Approved

For Bagley Township

Michelle Noirot
Supervisor

Item 4. Fences (21.10)

Approved as Submitted Approved with Edits Not Approved

For Bagley Township

Michelle Noirot
Supervisor

James Mouch

From: Ivan Maschke <ivanmaschke@hotmail.com>
Sent: Tuesday, March 13, 2018 9:59 AM
To: James Mouch
Subject: Re: 21.38 Sign and Billboards

James.....At the regular March meeting of the Charlton Township Board, there was discussion regards to the proposed changes to the Otsego County Zoning Ordinance. After discussion, a motion was passed unanimously to take the recommendations of the Charlton Township Planning Commission to recommend approval of the proposed changes which includes 21.12 (home occupations); 21.10 (fences) and 21.34 (restricted uses). Letter to follow. Thanks. Ivan H. Maschke, Clerk

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From: James Mouch <jmouch@otsegocountymi.gov>
Sent: Friday, March 9, 2018 4:43 PM
To: BONNIE MILLER - Supervisor.Chester; DEBBIE WHITMAN - Clerk.Corwith; DIANE FRANCKOWIAK - Supervisor.Elmira; FRED LINDROTH - Assessor.Otesego Lake; IVAN MASCHKE - Clerk.Charlton; JAMES SZMANSKI - Clerk.Bagley; JANET KWAPIS - Clerk.Dover; JASON WOODCOX - Assessor.Bagley; LIZ MENCH - Clerk.Livingston; MARGARET BLACK - Clerk.Otsego Lake; MARY SANDERS - Assessor.Supervisor.Hayes; MATT NOWAK- Supervisor.Charlton; MICHELLE NOIROT - Supervisor.Bagley; RICHARD ROSS - Clerk.Hayes; SUSAN SCHAEDIG-Clerk.Elmira; THOMAS MURPHY - Supervisor.Dover; VERN KASSUBA -Assessor.Supervisor.Corwith
Subject: 21.38 Sign and Billboards

Good Day,

The Planning Committee have met with the task of reviewing the Otsego County Zoning Ordinance Section 21.38 Signs and Billboards. This section was discussed at length and the committee:

1. Proposed Language Revisions to Section 21.38 Signs and Billboards.
2. Proposed Language Revisions were sent to the Otsego County Townships requesting review and to submit a listing of any changes or no changes within 30 days to the Land Use Department. Township Reviews will be forwarded to the Planning Committee for discussion.
3. Planning Commission scheduled a Public Hearing for March 19, 2018 at 6:00 pm in the Planning and Zoning Meeting room located at 1322 Hayes Road Gaylord, Michigan for the purpose of obtaining citizen comment on Section 21.38 Signs and Billboards.

Please distribute the attached proposed language revision of Section 21.34 Restricted Uses to the appropriate Board and Committees within your township.

Section 21.34 Restricted Uses (Proposed Language Revision): **Attachment 1: Otsego County-Section 21.38_Signs and Billboards (Proposed Language Revision)**

Attachment 2: Otsego County-Section 21.38_Signs and Billboards (Current Language)

Reason:

1. Section 21.38 Signs and Billboards from the Otsego County Land Use Ordinance was revised to provide improved enforcement and management language.

CHARLTON TOWNSHIP
OTSEGO COUNTY

P.O. Box 367 • Johannesburg, Michigan 49751 • Phone: (989) 731-1920 • Fax (989) 731-1070

13 March 2018

To: James Mouch, Land Use Services

From: Ivan H. Maschke, Clerk

Dear Mr. Mouch,

At the regular March meeting of the Charlton Township Board held on Monday, March 12, 2018, there was discussion regards to proposed changes to the Otsego County Zoning Ordinance. Willard Brown of the Charlton Township Planning Commission was present at the meeting and gave background information about the changes.

After discussion, a motion was passed unanimously to take the recommendation of the township planning commission to change the following sections:

Section 21.12 (home occupations)

Section 21.10 (fences)

Section 21.34 (restricted uses)

Thanks for your time and consideration.

Sincerely,

Ivan H. Maschke, Clerk

Cc: Willard Brown, Charlton Township Planning Commission
File

James Mouch

From: Debbie Whitman <dawhitman@hotmail.com>
Sent: Thursday, March 08, 2018 1:55 PM
To: James Mouch
Subject: Ordinance Sections 21.10 and 21.12

Jim,

Our Planning Commission had a meeting on 2/26/2018. Unfortunately, a quorum was not present to discuss the proposed changes and make a recommendation to our board. They will be meeting again on 3/26/2018 and will review the proposed changes then as well as on Ordinance Section 21.33.

Debbie Whitman
Corwith Township Clerk

Elmira Township Planning Commission
Draft of minutes for the
February 27, 2018 Meeting

Present: Vice Chairperson Syl Tomaszewski, Gloria Torello, Jessica Henke, Ann Vogel, Paul Hartmann
Excused: Chairperson Duane Hoffman

Syl opened the meeting at 7:00 p.m.
Ms. Ann Vogel was introduced; she will replace Gloria on the PC. Gloria has resigned as of this date.

Minutes of the January 23, 2018 meeting were unanimously approved as written. This agenda for this meeting was the discussion of the three sections of the Otsego County Zoning Ordinance: 21.38 Signs and Billboards, 21.34 Restricted Uses, and 21.10 Fences.

Paul briefly reviewed the changes to Home Occupation and that the changes were made to make the ordinance clearer and more easily enforceable: only one employee other than family member(s) and a defined limit to the amount of the residence that can be devoted to the business (15%). There were no changes recommended to the verbiage of this section.

SECTION 21.38 Signs and Billboards

Gloria questioned the definitions of "signs" and "billboards." Paul assured her that Article 2 of the Ordinance defines the terms. Gloria proceeded to recommend minor changes to the proposed language, pointing out the following:

21.38.01 (3rd sentence) add the word "sign" to identify the type of permit: "The **sign** permit application...." (4th sentence) change the word "when" to "after:" so to read "...may issue such permits **after [not when]** all applicable provisions...."

21.38.01.01.03 Condition 2, Maximum Size (1st sentence) add the word "registered" before "design professional.

Condition 4 (4th sentence) should begin with the word "Window:" "Window signage may cover no more that 50%...."

21.38.01.01.04 (1st sentence) Begin sentence with "On premises:" to read "On premises signs for shopping centers...."

Regulation 01: add "On premises" to begin sentence and describing the signs.
Regulation 02, b. Change 100 sq. ft. to 100 square feet.
Regulation 04 (1st sentence) add "on premises" to describe "wall signs."
Regulation 06: (1st sentence) begin with "On premises signs...." Also, it was suggested that the last (2) sentences discussing billboards be moved to Section 21.38.02.

Section 21.38.02.01 Gloria recommended that the final sentence include a statement about billboards along Michigan State highways, clarifying the P.A. 106 reference.

Section 21.38.05.10 A statement such as "including, but not limited to, garage sales, short-term sales" should be included under "Temporary signs."

SECTION 21.34 RESTRICTED USES

At the end of the 1st sentence: add "Otsego County" in front of Planning Commission. She also recommended changing "repaired" to "made operable" and defining what "kept under cover" and "inside a structure" mean. Would a tent suffice? Must it be an enclosed building? Is "inconspicuous" subjective?

SECTION 21.10 FENCES

There was no discussion of this section at the meeting.

Respectfully submitted,
Paul Hartmann
Secretary

March 4, 2018

Mr. James Mouch
Director Land Use Services
1322 Hayes Road
Gaylord, Mi 49735

Dear Jim,

The Otsego Lake Township Planning Commissions at its March 1, 2018 meeting, voted to recommend adoption of the proposed ordinance language to Article 21.38 Signs and Billboards. However the following changes are recommended:

1. An increase in the 2 feet set back from any road right of way to 10 feet in the R1, R2, R3, RR districts for safety of cars backing out of a driveway.

2. Section 21.38.05.04 and 21.38.05.05 should be reviewed for compliance with the Supreme Court decision Reed vs. Gilbert.

3. The use of the term works of fine art should be better defined.

The Otsego Lake Township Planning Commission also voted to recommend adoption of the proposed ordinance language to Article 21.20 Fences. However the following changes are recommended:

1. The Commission recommends that the required distance for a fence from a pool be measured from the edge of the pool which is recommended by most major insurance companies as a safety barrier.
2. The Commission recommends that fencing requirements be clarified for setbacks around lakes and rivers in the County.
3. The Ordinance should identify that the fence requirements are for all zoning districts in the County.

The Otsego Lake Township Planning Commission would like to thank the Land Use Service Department and Otsego County Planning Commission for their hard work and diligence in drafting the new ordinance language and supplying the townships with supporting documents for these changes.

Sincerely,

Nora Corfis
Secretary, Otsego Lake Township Planning Commission