OTSEGO COUNTY
PLANNING COMMISSION
October 21, 2019
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 September 16, 2019 meeting
5. CONSENT AGENDA
6. PUBLIC PARTICIPATION FOR ITEMS NOT ON THE AGENDA:
   (Please identify yourself for the record. All comments will be limited to two (2) minutes)
7. OTHER
8. PUBLIC HEARINGS:

   1. Dale Smith, owner, being represented by David Delaney, applicant, request a special use 0ermit/site Plan Review for property located in Livingston Township:

   080-028-400-015-10
   175 Sides Dr
   Gaylord, MI 49735

   Proposed use of the property is site condominium for eighteen (18) storage buildings.

   Property is located in a B3 Zoning District

   a. *Open Public Hearing*
   b. *Applicant Summary*
   c. *Public Comment (3 minute limit)*
   d. *Close Public Hearing*
   e. *Planning Commission Discussion*
   f. *Motion*

9. ADVERTISED CASES:

   1. Dale Smith, owner, being represented by David Delaney, applicant, request a special use 0ermit/site Plan Review for property located in Livingston Township:

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10. UNFINISHED COMMISSION BUSINESS
11. NEW BUSINESS:
    1. Residential Site Condominium - *Special Use Waiver*
    2. Elections
    3. Expiring Terms
       a. Brown
       b. Caverson
       c. Corfis
12. REPORTS AND COMMISSION MEMBER'S COMMENTS:
    1. Otsego County Parks & Recreation report / Judy Jarecki
    2. Land Use Services
       Chris Churches
       Jim Mouch
13. ADJOURNMENT

Otsego County Planning Commission

Proposed Minutes for September 16, 2019

Call to Order: 6:00pm by Chairperson Hartmann

Pledge of Allegiance

Roll Call:

Present: Mr. Hartmann, Mrs. Jarecki, Mr. Maxwell, Mr. Borton, Mr. Hilgendorf, Mr. Brown, Mr. Marlette, Mr. Bauman, Ms. Corfis, Mr. Caverson *(arrived 6:01pm)*

Absent: Mr. Scott

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

Public Present: Kevin & Darla Thayer, Laurie Weber, John Kurth, Connie Kurth, Randy Stults

Others Present: Rachel Frisch, Otsego County Administrator

Approval of minutes from: August 19, 2019

Chairperson Hartmann requested discussion on the minutes.

Motion made by Mr. Brown to approve minutes as presented; Seconded by Mr. Hilgendorf.

Motion approved unanimously.

Consent Agenda: None

Other: None

Public participation for items not on the agenda: None

Chairperson Hartmann welcomed Jack Marlette to the Planning Commission as Jan Norton's replacement for Chester Township.

Public Hearing:

1. ***Section 2, 21.12, Articles 4, 5, 7- 10 - Family and Group Child Care Homes***
   Otsego County Zoning Ordinance – Text Amendments

   Proposed amendments to the above section of the Otsego County Zoning Ordinance pertaining to care facilities

   a. *Land Use Summary*
   b. *Open Public Hearing*
   c. *Public Comment (3 minute limit)*
   d. *Close Public Hearing*
   e. *Planning Commission Discussion*
   f. *Findings/Motion*

Chairperson Hartmann stated the proposed amendments had been reviewed by committee and sent to townships; he opened the public hearing for input.

Public hearing opened: 6:01pm

Mr. Churches stated positive input had been received from townships but misinformation had been posted on *Facebook* concerning day care facilities; the proposed amendments actually reduced restrictions on day care facilities and made it easier to own and operate a day care in Otsego County. This would be a positive change as child care is very necessary and difficult to find. He read through all the amendments and explained that proposed changes were needed to coincide with State statute in the Michigan Zoning Enabling Act. He

stressed that day care facilities were not considered a home occupation and would not be held to those requirements.

Chairperson Hartmann stated an article had been printed in the Herald Times to try and clarify the proposed changes and address the misinformation being shared.

Mr. Stults stated the planning commission had previously addressed the issue years ago and had changed language to comply with State law at that time; State law was amended and the Ordinance language was now being updated to reflect those changes. He stated State statute would override the Ordinance regardless.

Mr. Borton thanked Land Use staff for bringing the changes forward and encouraged research for any other changes needed to comply with State statute.

An audience member questioned the *Facebook* post and information she had read online.

Mr. Churches clarified that a day care facility was not considered a home occupation and was not held to the requirements of one.

Chairperson Hartmann requested further input, hearing none, closed the public hearing.

Public hearing closed: 6:09pm

Advertised Case:

1. ***Section 2, 21.12, Articles 4, 5, 7- 10 - Family and Group Child Care Homes***
   Otsego County Zoning Ordinance – Text Amendments

   Proposed amendments to the above section of the Otsego County Zoning Ordinance pertaining to care facilities

Chairperson Hartmann requested comment from members, hearing none stated the following motion for recommendation to the Board of Commissioners. *SEE ATTACHMENT 1*

Motion made by Mr. Hartmann to recommend adoption of the proposed language to Sections 2.2, 21.12 and Articles 4,5, and 7-10 pertaining to Family and Group Care Facilities to the Otsego County Board of Commissioners; Seconded by Mr. Borton.

Motion approved unanimously.

Unfinished Commission Business: None

New Business:

1. CIP Committee - *Volunteers*

Chairperson Hartmann requested an additional volunteer to join the Capital Improvement Plan Committee. Mr. Hilgendorf stated he would sit on that committee again.

CIP Committee members:
Paul Hartman, PC Chairperson
Rachel Frisch, Otsego County Administrator
Ken Borton, BOC Chairperson
Chris Churches, Planning & Zoning Director
Jim Hilgendorf, PC member

Reports and Commission Member's Comments:

1. Otsego County Parks & Recreation report/Judy Jarecki

Mrs. Jarecki stated the Park's meeting had been held at Pontresina Park *(aka Otsego County Dog Park)* – the park was quite busy and well attended – they had also received a request to section off a portion of the park for use by more timid animals; the new entrance to the Groen was scheduled to open Memorial Day weekend of 2020 – a year-round part time ranger had been hired at the Groen with a recommendation to hire a third; a

sump pump will be installed at the County Park ranger station to prevent water seepage due to the high water table; estimates were received and new floor options for the Community Center were still being considered – a part time worker for the Community Center is being sought as well.

2. Land Use Services report

Mr. Churches stated another request for a storage unit site had been received. It was located back off Old 27 South across from Gaylord High School; it was an addition to an existing site located to the south on an adjoining road. Mr. Churches also stated issues with AirB&B's, short term rentals seemed to be on the rise and wanted to bring it to the Planning Commission's attention as it was already a hot topic at the State level. Land Use did not feel this was something Zoning could enforce as staff was not available 24 – 7.

Mr. Brown stated one of the complaints in Charlton Township was of renters trespassing on neighboring properties.

Mr. Borton stated if laws were being broken, there were other entities already entrusted with dealing with issues such as trespassing or noise. There were many property owners following the rules running successful businesses and he did not feel it fair that undo hardships be placed on them for the owners who did not comply; rental businesses also generated a good amount of revenue at the State level.

Mr. Stults stated the issue had been discussed previously from Lake Louise residents and suggested reviewing the minutes for insight.

Chairperson Hartmann requested member's comments.

Mr. Borton stated he had missed August's meeting because he had attended the Michigan Association of Counties (MAC) annual conference. He had completed his term as president of MAC and was now seeking the office of state representative. He had kicked off his campaign with a get together and was quite happy with the turn out.

Ms. Corfis stated Land Use staff had attended Otsego Lake Township's last Planning Commission meeting; it was a productive meeting with mutual discussion.

With nothing further, Chairperson Hartmann adjourned the meeting.

Adjournment: 6:25pm by Chairperson Hartmann

Pete Maxwell; Secretary

Christine Boyak-Wohlfeil; Recording Secretary

Proposed

ATTACHMENT 1:

***** Amendment changes / additions are highlighted in yellow**

*****Amendment deletions are double struck**

Proposed Language:

ARTICLE 2 CONSTRUCTION OF LANGUAGE AND DEFINITIONS

Amended 3.29.2018

SECTION 2.1 CONSTRUCTION OF LANGUAGE

The following rules of construction apply to the text of this Ordinance:

2.1.1 The particular shall control the general.

2.1.2 In case of a difference of meaning or implication between the text of this Ordinance and any caption or illustration, the text shall control.

2.1.3 Words used in the present tense shall include the future; and words used in the singular number shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.

2.1.4 A "building" or "structure" includes any part thereof.

2.1.5 The phrase "used for" includes "arranged for", "designed for", "intended for", "maintained for", or "occupied for".

2.1.6 The word "person" includes an individual, a corporation, a partnership, an incorporated association, or any other similar entity.

2.1.7 Terms not herein defined shall have the meaning customarily assigned to them.

2.1.8 The term "including" means "including but not limited to." It is a term which introduces examples but does not limit the provision to only those examples.

2.1.9 Terms referring to the Michigan Department of Natural Resources (DNR) shall be understood to refer to the Michigan Department of Environmental Quality (DEQ) where appropriate.

2.1.10 Reference to Soil Erosion and Sedimentation Control as Part 91 of PA 451 shall be understood to mean MCLA Sections 324.9101 through 324.9123 of the Natural Resources and Environmental Protection Act of 1994.

SECTION 2.2 DEFINITIONS

ACCESSORY STRUCTURE: A building, the use of which is incidental to that of the main building, or main use, and which is located on the same lot.

ACCESSORY USE: A use incidental to the principal use of a building or property as defined or limited by the provisions of this Ordinance.

ADULT ENTERTAINMENT USE: Any use of land, whether vacant or combined with structures or vehicles thereon by which said property is devoted to displaying or exhibiting material for entertainment, a significant portion of which includes matter or actions depicting, describing, or presenting "specified sexual activities: or "specified anatomical areas."

Adult entertainment uses shall include:

Adult book or video establishment: An establishment having a substantial or significant portion of its stock in trade books, magazines or other publications, video recordings and films which are distinguished or

characterized by their emphasis on matters depicting, describing or relating to "specified sexual activities" or "specified anatomical areas," or an establishment with a segment or section devoted to the sale, rent or display of such material.

Adult cabaret: A nightclub, theater or other establishment which features live performances by topless and/or bottomless dancers, "go-go" dancers, exotic dancers, or similar entertainers, where a significant portion of such performances show, depict, or describe "specified sexual activities" or "specified anatomical areas."

Adult motel: A motel wherein matter, actions or other displays are presented which contain a significant portion depicting, describing or relating to "specified sexual activities" or "specified anatomical areas."

Adult motion picture arcade: Any place where the public is invited or permitted wherein coin - or slug/token-operated or electronically or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images and where a significant portion of images so displayed depict, describe or relate to "specified sexual activities" or "specified anatomical areas."

Adult motion picture theater: An enclosed building or open air site with any size seating capacity used for presenting motion pictures distinguished or characterized by an emphasis on matters depicting, describing or relating to "specified sexual activities" or" specified anatomical areas" for observation by patrons therein.

Adult sexual encounter center: Any business, agency, or person who, for any form of consideration or gratuity, provides a place where three (3) or more persons, not all members of the same family, may congregate, assemble, or associate for the purpose of engaging in "specified sexual activities" or conduct involving "specified anatomical areas."

Adult entertainment use is further defined by these terms:

Specified anatomical areas: Less than completely covered human genitals, pubic regions, buttocks, and the areola or nipple of female breasts. Also, human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Specified sexual activities: Human genitals in a state of sexual stimulation or arousal, acts of human masturbation, sexual intercourse or sodomy, and fondling or other erotic touching of human genitals, pubic regions, buttocks or female breast.

AGRICULTURE OR AGRICULTURAL USE: Cultivating or using land for the production of crops for the use of animals or humans including, farming, dairying, pasturage, horticulture, floriculture, viticulture, and animal and poultry husbandry. An agricultural building does not include a building used for retail trade.

ALTERATIONS: Any change, addition, or modification in construction or type of occupancy, or in the structural members of a building, such as walls or partitions, columns, beams or girders, the consummated act of which may be referred to herein as "altered" or "reconstructed".

ANTENNA: An exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals.

ANEMOMETER: An instrument for measuring and recording the speed of the wind.

ANEMOMETER TOWER: A structure, including all accessory facilities, temporarily erected, on which an anemometer is mounted for the purposes of documenting whether a site has wind resources sufficient for the operation of a wind turbine generator.

APARTMENTS: [See DWELLING, MULTIPLE FAMILY]

AUTO REPAIR GARAGE: A place where the following auto services may be carried out: general repair, engine rebuilding, collision service, painting, undercoating, and rust proofing. The sale of engine fuels and lubricants may be included.

BASEMENT: That portion of a building which is partly or wholly below grade, but so located that the vertical distance from the average grade to the floor is greater than the vertical distance from the average grade to the ceiling. If the vertical distance from the grade to the ceiling is over five (5) feet, such basement shall be rated as a first story.

BED AND BREAKFAST: Any dwelling used or designed in such a manner that certain rooms in excess of those used by the family and occupied as a dwelling unit, are rented to the transient public for compensation; this includes establishments that are in compliance with Public or State Statutes. Such a use shall have the appearance of a single family residence and be consistent with surrounding neighborhood character.

BILLBOARDS: A billboard shall mean any structure or portion thereof designed or intended to be used for posting, painting, or otherwise affixing any sign which does not pertain to the premises, or to the use of premises on which the billboard is located, or to goods sold or services rendered, or activities conducted on such premises.

BUILDING: A structure erected on-site, a mobile home or mobile structure, a pre-manufactured or pre-cut structure, above or below ground, designed primarily for the shelter, support or enclosure of persons, animals or property of any kind.

BUILDING HEIGHT: The vertical distance measured from the established grade to the highest point of the roof surface for flat roofs; to the deck line of mansard roofs; and the average height between the eaves and ridge for gable, hip, and gambrel roofs. "A" frame structures shall be measured to the highest point of the building. Where a building is located on sloping terrain, the height may be measured from the average ground level of the grade at the building wall.

BUILDING LINE: A line formed by the face of the building, a building line is not to be used when determining setbacks.

BUILDING LENGTH: The greatest overall linear dimension of a building measured at the building footprint.

BUILDING WIDTH: The greatest distance between two (2) sides of a building which extend half or more of its length as measured at the building footprint

BUILD-TO-AREA: The space within the Build-to-Line and the Lot Line Sides. The Build-to-Area may vary a distance on either side of the Build-to-Line. The distance is determined by measuring the number of feet between the Build-to-Line and the public right-of-way and multiplying the number of feet by ten percent (10%).

BUILD-TO-LINE: The line of vertical plane formed by the planned building façade that is parallel to the road right-of-way and extends to and coincides with the plane of the front façade of existing or planned buildings along the same right-of-way.

CARE FACILITY, COMMERCIAL DAY: A facility receiving more than twelve (12) minor children or adults for care for periods of less than twenty-four (24) hours in a day, for more than two (2) weeks in any calendar year. Child care and supervision provided as an accessory use, while parents are engaged or involved in the principal use of the property, such as a nursery operated during church services or public meeting, or by a fitness center or similar operation, shall not be considered Commercial Day Care.

CARE FACILITY, CONVALESCENT OR NURSING HOME: A facility with sleeping accommodations where persons are housed twenty-four (24) hours a day and furnished with meals, nursing and medical care.

CARE FACILITY, FAMILY: A facility ~~A single family residence in which care or supervision is provided for~~, required to be licensed by the state, which provides training, care, supervision, treatment and/or rehabilitation to the aged, disabled, those convicted of crimes, or those suffering the effects of drugs or alcohol, for more than one (1) but less than seven (7) ~~minor children or~~ adults. Care for persons related by blood, marriage, or adoption to a member of the family occupying the ~~dwelling~~ facility is excluded from this definition. This does not include commercial day care facilities, family child care homes, group child care homes, foster homes, schools, hospitals, jails or prisons.

CARE FACILITY, GROUP: A facility ~~in which care or supervision is provided for~~, required to be licensed by the state, which provides training, care, supervision, treatment and/or rehabilitation to the aged, disabled, those convicted of crimes, or those suffering the effects of drugs or alcohol, for at least seven (7) but not more than twelve (12) ~~minor children or~~ adults. Care for persons related by blood, marriage, or adoption to a member of the family occupying the facility are excluded from this definition. This does not include commercial day care facilities, family child care homes, group child care homes, foster homes, schools, hospitals, jails or prisons.

CHILD CARE HOME, FAMILY: A private home in which 1 but fewer than 7 minor children are received for care and supervision for compensation for periods of less than 24 hours a day, unattended by a parent or legal guardian, except children related to an adult member of the household by blood, marriage, or adoption. Family child care home includes a home in which care is given to an unrelated minor child for more than 4 weeks during a calendar year. A family child care home does not include an individual providing babysitting services for another individual. This definition is intended to be pursuant to the Child Care Organizations Act, MCL 722.111

CHILD CARE HOME, GROUP: A private home in which more than 6 but not more than 12 minor children are given care and supervision for periods of less than 24 hours a day unattended by a parent or legal guardian, except children related to an adult member of the household by blood, marriage, or adoption. This definition is intended to be pursuant to the Child Care Organizations Act, MCL 722.111

CLIMBING BARRIER: Material attached to the lowest eight feet (8') of a lattice tower for the prevention of using structural cross members as a ladder; a safety feature to discourage climbing by unauthorized individuals

CLUB: An organization of persons for the promulgation of sports, arts, sciences, literature, politics, or the like.

CO-LOCATION: The location of two (2) or more communication providers of wireless communication facilities on a common structure, tower or building, with the view toward reducing the overall number of structures required to support wireless communication antennas with the County.

COMMERCIAL MOTOR VEHICLE: Any self-propelled or towed vehicle designed or used on public highways to transport passengers or property, if the vehicle meets one or more of the following:

Has either a gross vehicle weight rating or actual gross weight or gross combination weight rating or an actual gross combination weight of ten thousand and one (10,001) or more pounds

Is designed for carrying sixteen (16) or more passengers, including the driver

Is used in the transportation of hazardous materials in a quantity that requires the vehicle to be marked or placarded

CONDOMINIUM PROJECT: Means a plan or project consisting of not less than two (2) condominium units if established and approved in conformance with the Condominium Act (Act 59, 1978).

CONDOMINIUM SUBDIVISION: A division of land on the basis of condominium ownership, which is not subject to the provisions of the Subdivision Control Act of 1967, Public Act 288 of 1967, as amended. Any "condominium unit", or portion thereof, consisting of vacant land shall be equivalent to the term "lot" for the purposes of determining compliance of a condominium subdivision with the provisions of this ordinance pertaining to minimum lot size, minimum lot width, and maximum lot coverage.

CONDOMINIUM SUBDIVISION PLAN: The drawings attached to the master deed for a condominium subdivision which describes the size, location, area, horizontal and vertical boundaries and volume of each condominium unit contained in the condominium subdivision, as well as the nature, location and size of common elements.

CONDOMINIUM UNIT: Means that portion of a condominium project or condominium subdivision which is designed and intended for separate ownership and use, as described in the master deed, regardless of whether it is intended for residential, office, industrial, business, recreational, use as a time-share unit, or any other type of

use. A condominium unit may consist of either vacant land or space which either encloses or is enclosed by a building structure.

COUNTY: Where used in this Ordinance, shall mean the County of Otsego, State of Michigan.

COURTYARD: An unroofed area that is completely or mostly enclosed by the walls of a large building.

DEVELOPMENT: The construction of a new building or other structure on a zoning lot, the relocation of an existing building on another zoning lot, or the use of open land for a new use.

DISTRICT: A portion of the county lying outside the limits of incorporated cities and villages of the county within which certain regulations and requirements or various combinations thereof apply under the provisions of this Ordinance (also a zone.)

DRIVE-IN: A business establishment so developed that its retail or service character is dependent on providing a driveway approach or parking area for vehicles, so customers may receive goods or services for use or consumption on the premises while remaining in their vehicles.

DRIVE-THROUGH: A business establishment so developed that it's retail or service character is dependent on providing a driveway approach and vehicle service window for vehicle access so customers may receive goods or services for use or consumption off the premises.

DRIP LINE: An imaginary line drawn around the base of a tree to connect the points where drips would fall straight down from the outermost tips of the tree's branches. The drip line generally delineates the ground area containing the root system near the surface which is most sensitive to disturbance

DWELLING UNIT: A single unit providing complete, independent living facilities for one (1) or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation

DWELLING, ONE-FAMILY: A building containing not more than one (1) dwelling unit designed for residential use

DWELLING, TWO-FAMILY (DUPLEX): Dwelling, Two-Family - A building containing two (2) separate dwelling units designed for residential use.

DWELLING, MULTIPLE-FAMILY: A building containing three or more dwelling units designed for residential use and including a rooming house, bed and breakfast, tourist home, apartment house, group quarters, or extended care facility for seven or more persons, such as adult foster care or alternative institutional setting home. State-licensed residential facilities shall be considered as single-family dwellings when questions of overcrowding and safety are addressed by the state agency issuing the license.

ERECTED: Built, constructed, altered, reconstructed, moved upon, or any physical operations on the premises which are required for construction, excavation, fill, drainage, and the like.

ESSENTIAL SERVICES: The erection, construction, alteration or maintenance of underground, surface, or overhead gas, electrical, steam or water transmission or distribution systems; collection, communication, supply or disposal systems, including mains, drains, sewers, pipes, conduits, wires, cables, fire alarm boxes, traffic signals, hydrants, towers, poles, electrical substations, gas regulator stations, and other similar equipment, and applicable accessories reasonably necessary for the furnishing of adequate service by such public utilities or municipal departments or commissions or for the public health, safety, and general welfare. Provided, however, that wireless telecommunication towers and facilities, alternative tower structures, antennas, wind turbine generators and anemometer towers shall not be considered essential services.

EXCAVATION: Any breaking of ground, except common household gardening and ground care.

FAMILY: One (1) or two (2) related persons or parents with their direct lineal descendants and adopted children (and including the domestic employees thereof), together with not more than three (3) persons not so related, living together as a single housekeeping unit.

FARM: Structures, facilities and lands of twenty (20) acres or more for carrying on of any agricultural use or the raising of livestock or small animals as a source of income. [See also AGRICULTURE]

FENCE: Any permanent or temporary, partition, wall, structure or gate erected as a dividing structure, barrier or enclosure and not part of a structure requiring a building permit.

FENESTRATION: The arrangement of windows and doors on the elevations of a building.

FLOOR AREA, USABLE (FOR COMPUTING PARKING): That area used for, or intended to be used for, the sale of merchandise or services, or for use to serve patrons, clients, or customers. Floor area used, or intended to be used, for the storage or processing of merchandise, hallways, or for utilities or sanitary facilities, shall be excluded for the computation of "Usable Floor Area" All floor levels shall be counted.

FLOWAGE: Body of water impounded by a dam, used interchangeably with reservoir, impoundment, and flood water.

GARAGE, PRIVATE: A building used for the non-commercial storage of property owned by the owners of the parcel on which the building is located.

GARBAGE: The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food. A self-contained compost pile is not considered garbage.

GASOLINE SERVICE STATION: A place primarily operated and designed for the dispensing, sale, or offering for sale of motor fuels directly to users of motor vehicles, together with the sale of minor accessories.

GLAZING: Furnishing or fitting with glass all surfaces on a fenestration.

GOLF COURSE POLICY GUIDELINES: Policy Guidelines for Minimizing Environmental Impacts from Golf Course Development in Otsego County, published by the Otsego County Water Quality Committee and the Northeast Michigan Council of Governments, as adopted by resolution of the Otsego County Planning Commission.

GRADE: For the purpose of regulating the number of stories and the height of buildings, the building grade shall be the level of the ground adjacent to the walls of the building. If the ground is not level, the grade shall be determined by averaging the elevation of the ground for each face of the building.

GUEST HOUSE: A building accessory to the main dwelling, lacking at least one (1) facility for independent living, such as kitchen or bathroom; used for housing guests. A shared septic system does not by itself qualify the building as a guest house.

HAZARDOUS SUBSTANCES: Substances which are toxic, corrosive, flammable, combustible, radioactive, or capable of producing substantial injury through handling, use, or ingestion.

HOME OCCUPATION: The partial use of a home for commercial or nonresidential uses by a resident thereof, which is subordinate and incidental to the use of the dwelling for residential purposes. Family or group child care homes shall not be considered a home occupation and shall be regulated under 2006 PA 110, MCL 125.3206 and 1973 PA 116, MCL 722.111 to 722.128

IMPERVIOUS SURFACE: A material incapable of being penetrated by water and other liquids. Under conditions where spills are to be retained, retention capability must be sufficient to contain one hundred twenty-five percent (125%) of any reasonably foreseeable spill for any reasonably foreseeable period necessary and have sufficient strength and durability to remain intact under reasonably foreseeable conditions. For the purpose of calculating storm water runoff, impervious surfaces shall include all roofs, slabs, pavements and gravel drives and parking lots.

JUNK: Junk includes, but is not limited to, broken and/or inoperable machinery or vehicles, or parts relating to machinery or vehicles, or broken and unusable furniture, stove, refrigerators, or other appliances.

JUNK YARD: An open area where waste, used or second hand materials are bought and sold, exchanged, stored, baled, packed, disassembled, or handled, including scrap iron and other metals, paper, rags, rubber tires, and bottles. Junkyard also includes any area of more than two hundred (200) square feet used for storage, keeping or abandonment of junk, but does not include uses established entirely within enclosed buildings.

JUNK YARD - AUTOMOTIVE: An area or facility for the storage, wrecking, or salvage of parts from inoperable motorized vehicles including cars, trucks, tractors, buses, etc., containing more than four (4) vehicles, or occupying an area of two hundred (200) or more square feet.

KENNEL: A kennel is a use that includes indoor or outdoor facilities for the boarding, for profit, of dogs or other household pets which are owned by others as a commercial business.

LIGHTS: Flashing, intermittent or moving – a light that blinking, flashing, or fluttering lighting, including changes in light intensity, brightness or color except as provided for in 21.38.03.01.

LOADING SPACE: An off-street space on the same lot with a building for the temporary parking of a commercial vehicle while loading and unloading merchandise or materials.

LOT: Land described in a recorded plat or by metes and bounds description, including a condominium unit in a condominium subdivision, occupied or to be occupied by a building, structure, land use or group of buildings having sufficient size to comply with the frontage, area, width-to-depth ratio, setbacks, yards, coverage, open spaces and buildable area requirements of this Ordinance, and having its principal frontage upon a public street or on a private road approved by the County.

LOT AREA: The total horizontal area within the lot lines of the lot, excluding public or private streets, roads, right of ways or easements dedicated for the purpose of vehicle access or transit.

LOT - CORNER: A lot which occupies the interior angle at the intersection of two (2) streets, which make an angle of less than one hundred thirty-five degrees (135°).

LOT - INTERIOR: Any lot other than a corner lot.

LOT - THROUGH: Any interior lot having frontage on two (2) more or less parallel streets as distinguished from a corner lot. In the case of a row of double frontage lots, all sides of said lots adjacent to streets shall be considered frontage, and front yards shall be provided as required (also a double frontage lot).

LOT COVERAGE: That portion of the lot occupied by main and accessory buildings

LOT DEPTH: The horizontal distance between the front and rear lot lines, measured along the median between the side lot lines.

LOT LINES: The lines bounding a lot as defined herein:

LOT LINE - FRONT: In the case of an interior lot, the line separating said lot from the street. In the case of a corner lot, the front lot line is that line separating said lot from the street which is designated.

LOT LINE - REAR: That lot line opposite the front lot line. In the case of a lot pointed at the rear (pie-shaped), the rear lot line shall be an imaginary line at least ten (10) feet long, parallel to the front lot line, but inside the side lot lines.

LOT LINE - SIDE: Any lot line other than the front lot line or rear lot line.

LOT OF RECORD: A parcel of land, the dimensions of which are shown on a document or map on file with the County Register of Deeds or in common use by County Officials, and which actually exists as so shown, or any part of such parcel held in record ownership separate from that of the remainder thereof.

LOT WIDTH: The horizontal distance between the side lot lines, measured at the two (2) points where the building line or setback line intersects the side lot lines.

LOT - ZONING: A contiguous tract of land which at the time of filing for a Zoning Permit is designated by its owner or developer as a tract to be used, developed, or built upon as a unit, under single ownership or control.

A Zoning Lot may or may not coincide with a lot of record as filed with the County Register of Deeds, and may include one (1) or more lots of record.

MAIN BUILDING: A building in which is conducted the principal use of the lot upon which it is situated.

MAIN USE: The principal use to which the premises are devoted and the principal purpose for which the premises exist.

MANUFACTURED HOME: [See MOBILE HOME]

MANUFACTURED HOUSING PARK: A parcel or tract of land under the control of a person upon which three (3) or more mobile homes are located on a continual, non-recreational basis and which is offered to the public for that purpose regardless of whether a charge is made therefore, together with any building, structure, enclosure, street, equipment, or facility used or intended for use incidental to the occupancy of a mobile home.

MARINA: A facility which is owned or operated by a person, extends into or over an inland lake or stream and offers service to the public or members of the marina for docking, loading or other servicing of recreational watercraft.

MASTER PLAN: The County Comprehensive Plan as may be amended or updated, including graphic and written proposals indicating general locations for roads, streets, parking, schools, public buildings, and other physical development features, including resource conservation objectives.

MOBILE HOME: Means a structure, transportable in one (1) or more sections, which is built on a chassis and designed to be used as a dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained in the structure.

MUNICIPAL CIVIL INFRACTION: The words "municipal civil infraction" means an act or omission that is prohibited by the Otsego County Zoning Ordinance or the Otsego County Municipal Civil Infractions Ordinance, and for which civil sanctions, including fines, damages, expenses and costs, may be ordered. A municipal civil infraction is not a lesser included offense of a violation of the Otsego County Zoning Ordinance that is a criminal offense.

NEO-TRADITIONAL: Reviving traditional methods; combining tradition with newer elements.

NONCONFORMING BUILDING: A building or portion thereof lawfully existing at the effective date of this Ordinance, or amendments thereto, that does not conform to the provisions of the Ordinance in the district in which it is located.

NONCONFORMING USE: A use which has lawfully occupied a building or land at the time this Ordinance, or amendments thereto, became effective, that does not conform to the use regulations of the district in which it is located. (Commonly referred to as "grandfathered")

NURSERY, PLANT MATERIALS: A space, building or structure, or combination thereof, for the storage of live trees, shrubs, or plants offered for retail sale on the premises, including products used for gardening or landscaping. The definition of nursery does not include space used for the sale of fruits or vegetables.

NUISANCE FACTORS: An offensive, annoying, unpleasant, or obnoxious thing or practice, a cause or source of annoyance, especially a continuing or repeating invasion of any physical characteristics of activity or use across a property line which can be perceived by or affects a human being, or the generation of an excessive or concentrated movement of people or things, such as: noise, dust, heat, electronic or atomic radiation, objectionable effluent, noise of congregation of people, particularly at night, and passenger traffic.

OFF-STREET PARKING LOT: A parking area off the street, which may require drives and aisles for maneuvering, for the parking of four (4) or more vehicles.

ORDINARY HIGH WATER LINE: On an inland lake which has a level established by law, it means the high established level. Otsego Lake has a High Water Line established by law which is 1273.5 elevation. The elevation is maintained by the County Road Commission. For other lakes in the County it means the line between upland and bottom land which persists through successive changes in water levels, below which the presence and action of the water is so common or recurrent that the character of the land is marked distinctly from the upland and is apparent in the soil itself, the configuration of the surface of the soil and the vegetation. Where water returns to its natural

level as the result of the permanent removal or abandonment of a dam, it means the natural ordinary high water mark.

PARKING SPACE: An area of definite length and width, exclusive of drives, aisles or entrances giving access thereto, and fully accessible for the storage or parking of permitted vehicles

PERSONAL WIRELESS SERVICES TELECOMMUNICATIONS TOWERS AND FACILITIES: Self-supporting or guyed towers of one hundred fifty feet (150') or less that provide data and internet access within a three to five (3-5) mile radius. These low wattage towers are a Permitted Use Subject to Special Conditions. (Section 21.46)

Section 322(c)(7) of the Federal Communications Act uses the following definitions:
(i) the term "personal wireless services" means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services;

(ii) the term "personal wireless service facilities" means facilities for the provision of personal wireless services; and

(iii) the term "unlicensed wireless service" means the offering of telecommunications services using duly authorized devices which do not require individual licenses, but does not mean the provision of direct-to-home satellite services.

PLANNING COMMISSION: Shall mean the Otsego County Planning Commission

PLAZA: A public square in a city or town; an open area usually located near urban buildings and often featuring walkways, trees and shrubs, places to sit and sometimes shops.

POLLUTING MATERIALS: Materials which are capable of adversely affecting air or water resources by altering odor, taste, color, or physical or chemical composition to a degree that public health or biological communities are threatened - Examples of Polluting Materials include fertilizers and pesticides.

PRACTICAL DIFFICULTY: A situation whereby a property owner cannot establish a "minimum practical" legal use of a legal lot or parcel, while meeting all of the dimensional standards of the zoning district within which the lot is located. Situations occurring due to the property owner's desire to establish a use greater than the "minimum practical" use or created by an owner subsequent to the adoption date of this Ordinance is not a practical difficulty.

PUBLIC UTILITY: A firm or corporation, municipal department, board or commission duly authorized to furnish and furnishing under Federal, State, or municipal regulations to the public: gas, steam, electricity, sewage disposal, communication, telegraph, transportation, or water.

RACE TRACK: A way improved, designed, constructed, excavated or ordinarily used for traffic in racing, or training or testing for racing. It includes all racing by motorized vehicles and all racing activities accompanied by spectators but does not include walking or hiking trails used exclusively by humans. Racing means a competitive event in which time is a determining factor.

RESORT: A recreational camp or facility operated for gain, and which provides overnight lodging and one or more of the following activities: golf, skiing, dude ranching, recreational farming, snowmobiling, pack trains, non-motorized bicycle trails, boating, swimming and related or similar uses normally associated with recreational resorts.

ROADSIDE STAND: An accessory and temporary farm structure operated for the purpose of selling local agricultural products.

SERVICE ROADS: Local roads that parallel an expressway or through street and that provide access to property near the expressway or through street.

SETBACK: The distance required to meet the front, side and rear yard open space requirements of this ordinance as measured from the lot lines or Road Right of Way to the fascia of the roof overhang or to the closest point of a deck or porch, not including steps, whichever is less.

SHOOTING RANGE: An area designed and operated for the use of rifles, shotguns, pistols, silhouettes, skeet, trap, black powder, or any other similar sport shooting at targets.

SHORELAND: Land paralleling the lake shoreline, fifty (50) feet wide as measured from the ordinary high water level. And the land paralleling the banks of all rivers, streams and flowages of water in the County that appear on the most recent U.S. Geological Survey Quadrangle maps, one hundred fifty (150) feet wide, measured from the ordinary high water level, landward, at right angles or radial to the shoreline or bank, on a horizontal plane.

SIGN: The use of any words, numerals, figures, devices, designs or trademarks by which anything is made known such as are used to show an individual, firm, profession or business, and are visible to the general public. Accessory signs pertain to uses, activities or services conducted on the premises where located.

SIGN FACE: The part of a sign structure which is used to graphically communicate a message or announcement including a border space of not less than three (3) inches outside of any lettering or other graphic symbols or depictions.

STORY: That part of a building, except a mezzanine and/or basement, between the surface of one (1) floor and the surface of the next floor, or if there is no floor above, then the ceiling next above.

STREET OR ROAD: A right-of-way, affording the principal means of access to abutting property. Alleys differ in that they offer a secondary means of access to abutting property.

STRUCTURE: Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

TEMPORARY BUILDING OR USE: A use of a building or premises permitted by the Board of Appeals to exist during periods of construction of the main building or use, or for special events.

TOURIST HOME: [See BED & BREAKFAST.]

TRAVEL TRAILER AND/OR CAMPER: Any trailer, trailer coach, motor home, tent camper, truck-mountable camper, or other unit designed as a vacation or traveling unit for short term occupancy, and which unit is legally licensed or licensable for towing or travel over public highways by ordinary domestic vehicle.

UNNECESSARY HARDSHIP: A situation whereby a property owner, due to the unique or unusual conditions of a lot or parcel, cannot meet specific standards set by the Ordinance within the subject zoning district. Situations created by an owner subsequent to the enactment of this Ordinance shall not be deemed an unnecessary hardship.

USE: The principal purpose for which land or a building is arranged, designed or intended, or for which land or a building is or may be occupied. An accessory use is subordinate and clearly incidental to the principal use.

USES SUBJECT TO SPECIAL CONDITIONS: Refers to special land uses pursuant to PA 110 of 2006, as amended and also pursuant to uses referred to in this Ordinance as special approvals, special uses, special land uses, or conditional uses authorized by special permit.

VARIANCE: A modification of the literal provisions of the Zoning Ordinance which is authorized by the Zoning Board of Appeals when strict enforcement of the Ordinance would cause practical difficulties or unnecessary hardship for the property owner.

VEHICLE: Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices exclusively moved by human power or used exclusively upon stationary rails or tracks and excepting a mobile home as defined in Section 2 of Act No. 419 of the Public Acts of 1976, being section 125.1102 of the Michigan Compiled Laws.

VEHICLE REPAIR: Any major activity involving the general repair, rebuilding or reconditioning of vehicles, engines or trailers; collision services, such as body, frame, or fender straightening and repair; overall painting and vehicle rust-proofing; refinishing or steam cleaning.

VEHICLE SERVICE STATION: A building and lot or parcel designed or used for the retail sale of fuel, lubricants, air, water or other operating commodities for vehicles, and including customary space and facilities for the

installation of such commodities on or in such vehicles and including space for vehicle storage, minor repair and servicing

WETLANDS: Land characterized by the presence of water at a frequency and duration sufficient to support and that under normal circumstances does support wetland vegetation or aquatic life and is

commonly referred to as a bog, swamp, marsh, or other areas such as flood plains or environmental areas designated as such in the County Comprehensive Plan or other county, state, or federal documents.

WIND TURBINE GENERATOR (WTG): A tower, pylon, or other structure and any, all or some combination of the following:

1. A wind vane, blade, or series of wind vanes or blades, or other devices mounted on a rotor for the purpose of converting wind into electrical or mechanical energy.

2. A shaft, gear, belt, or coupling device used to connect the rotor to a generator, alternator, or other electrical or mechanical energy producing device.

3. A generator, alternator, or other device used to convert the energy created by the rotation of the rotor into electrical or mechanical energy.

WIND TURBINE GENERATOR HEIGHT: The distance between the ground and the highest point of the wind turbine generator, regardless whether that point is on a fixed or mobile part of the wind turbine generator.

WIND TURBINE GENERATOR- BUILDING-MOUNTED: An on-site Wind Turbine Generator (WTG) used to generate electricity or produce mechanical energy for use on the property where it is located and attached to the building's roof, walls, or other elevated surface.

WIND TURBINE GENERATOR - LARGE: A commercial Wind Turbine Generator (WTG) used to generate and provide electricity to the electric utility grid. It may include nearby accessory facilities necessary to supply and transfer the electricity to the utility grid. These WTGs are greater than one hundred twenty (120) feet in height and shall not exceed four hundred (400) feet.

WIND TURBINE GENERATOR - MEDIUM: An on-site Wind Turbine Generator (WTG) used to generate electricity or produce mechanical energy for use on the property where it is located having a height of greater than sixty (60) feet but less than or equal to one hundred twenty (120) feet.

WIND TURBINE GENERATOR - SMALL: An on-site Wind Turbine Generator (WTG) used to generate electricity or produce mechanical energy for use on the property where it is located having a height of sixty (60) feet or less.

YARDS: The open spaces on the same lot with a main building, unoccupied and unobstructed from the ground upward except as otherwise provided in this Ordinance, and as defined herein:

YARD - FRONT: An open space extending the full width of the lot the depth of which meets the setback requirements of the zoning district. [See SETBACK.]

Corner Lots: Shall provide front yard setbacks on all streets, frontages, or future road easements that have or may potentially have adjacent lots fronting on the same street (or across there from).

YARD - REAR: An open space extending the full width of the lot, the depth of which meets the setback requirements of the zoning district. In the case of a corner lot, the rear yard may be opposite either street frontage. [See SETBACK.]

YARD - SIDE: An open space which meets the setback requirements of the zoning district, extending from the front yard to the rear yard. [See SETBACK.]

ZONING ADMINISTRATOR: The official designated by the County Board of Commissioners to administer and enforce the provisions of the Ordinance. The Zoning Administrator may be the Building Official, Building Inspector or other person charged with the responsibility of administering building, land use and/or other codes in Otsego County.

ARTICLE 4 R1 RESIDENTIAL DISTRICT

INTENT

These districts are designed to provide for one (1) and two (2) family (duplex) dwelling sites and residential related uses. The uses permitted are intended to promote a compatible arrangement of land uses for homes, keeping housing areas free of unrelated traffic, nuisance land uses, and other negative influences on the residential environment.

SECTION 4.1 PRINCIPAL USES PERMITTED

No building or land shall be used and no building shall be erected except for one (1) or more of the following specified uses:

4.1.1 One (1) family dwellings

4.1.2 Two (2) family dwellings (duplex) subject to the density standards for one (1) family dwellings and a minimum lot width of one hundred fifty (150) feet

4.1.3 Publicly owned and operated parks, parkways, and outdoor recreational facilities

4.1.4 Existing farms and agricultural uses

4.1.5 Family care facilities, meeting applicable state licensing requirements

4.1.6 Family child care homes and group child care homes

4.1.~~6~~7 Cemeteries when developed on sites of ten (10) acres or more. Permit criteria include Article 21.4

4.1.~~7~~8 The raising of nursery field stock, on sites of two (2) acres or more, but excluding storage buildings, greenhouses, offices or other structural facilities, and excluding any outdoor storage of materials; the intent being to limit the use of land to raising plant materials

4.1.~~8~~9 The following in-home uses provided no more than fifteen percent (15%) of floor area may be used for such a purpose:

4.1.~~8~~9.1 Offices and home occupations when operated within the confines of a one (1) family dwelling as an accessory to living quarters [Permit criteria for these uses include Article 21.12]

4.1.~~9~~10 Structure for storage of the owner's personal possessions and non-commercial activities. These structures shall not be used as residences. Structures shall meet the size requirements of Article 21.1.3

4.1.~~10~~11 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use

SECTION 4.2 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/or Article 23 for Site Plan Requirements.]

4.2.1 Churches, public libraries, public buildings (excluding public works garages and storage yards) and uses normally incidental thereto

4.2.2 Public, parochial, and other private elementary, middle, and/or secondary schools; and all accessory school bus parking lots

4.2.3 Colleges, and other institutions of higher learning, public or private, offering courses in general, technical, or religious education, all are subject to the following conditions:

4.2.3.1 Any use permitted herein shall be developed only on sites of at least five (5) acres in area

4.2.3.2 No building other than a structure for residential purpose shall be closer than fifty (50) feet to any property line

4.2.4 Private, Non-commercial recreational areas and recreational facilities

4.2.5 Golf courses, or miniature golf courses, providing that:

4.2.5.1 Accessory restaurant and bar uses shall be housed within the club house. Uses strictly related to operation of the golf course itself, such as maintenance garage, or pro shop, may be located in separate structures. No structure, except minor rain shelters, shall be located closer than seventy (70) feet from the lot - line of any adjacent residential land and from any public right-of-way;

4.2.5.2 All parking areas shall be surfaced or so treated as to prevent any dust nuisance;

4.2.5.3 Refer to Article 21.11 for additional conditions pertaining to golf courses

4.2.6 Group care facilities meeting applicable state licensing requirements

4.2.7 Utility and essential service structures when their operating requirements necessitate locating the facilities within the district in order to serve the immediate vicinity (storage yards excluded). [Permit criteria include Article 21.10 regarding screening fence]

4.2.8 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]

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

4.2.10 Unlisted property uses if authorized under Article 21.44

Proposed

ARTICLE 5 R2 GENERAL RESIDENTIAL DISTRICT

INTENT

The R2 General Residential District is designed to provide for multiple-family structures. This district is further intended to be a transitional use district, such as a location between residential districts and non-residential districts.

SECTION 5.1 PRINCIPAL USES PERMITTED

No building or land shall be used and no building shall be erected except for one (1) or more of the following specified uses:

5.1.1 All principal uses permitted in the R1 District [See Article 4.1]

5.1.2 Multiple family dwellings including rooming houses, bed and breakfast homes, tourist homes, apartment houses, group quarters, housing for the elderly, subject to the requirements of Article 17 SCHEDULE OF DIMENSIONS, and approval of the County Health Department

5.1.3 Group care facilities, meeting applicable state licensing requirements

5.1.4 The following uses provided there is direct access to a county primary or state trunk line highway, as defined by the County Road Commission:

5.1.4.1 Retail specialty stores when operated by the property owner within a completely enclosed building with no outdoor storage or display; to include: apparel, antiques, ceramics, florists, food stores, fruit markets, gifts hobby shops [Permit criteria include Article 21.12.02, 21.12.03]

5.1.5 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use

SECTION 5.2 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.]

5.2.1 All uses subject to special conditions in the R1 District

5.2.2 The following uses provided there is direct access to a County primary or State trunkline highway, as defined by the County Road Commission:

5.2.2.1 Motels and hotels provided there is a minimum lot width of one hundred fifty (150) feet

5.2.2.2 Fraternal halls, sportsmen associations, and athletic clubs within completely enclosed buildings with a minimum lot of five (5) acres with a road frontage of two hundred (200) feet

5.2.2.3 Professional offices for medical, dental, legal, engineering, architectural, or accounting services

5.2.2.4 Convenience retail establishments

5.2.3 Churches

5.2.4 Manufactured Housing Parks

5.2.5 Hospitals Convalescent or Nursing Home Care Facilities

5.2.6 Commercial day care facilities

5.2.7 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]

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

5.2.9 Unlisted property uses if authorized under Article 21.44

ARTICLE 7 RR RECREATION RESIDENTIAL DISTRICT

INTENT

The Recreation Residential District is designed to accommodate cottage and vacation home developments. It is intended that the vacation home areas be reasonably homogeneous by discouraging the mixing of recreation home areas with commercial resorts, business services and major institutional or community services.

SECTION 7.1 PRINCIPAL USES PERMITTED

No building or land shall be used and no building shall be erected except for one or more of the following specified uses:

7.1.1 One (1) family dwellings

7.1.2 Accessory boat launching ramps, minor docks and accessory facilities provided they are developed as part of a residential lot. Permit criteria include Article 18 LOTS NEAR WATER

7.1.3 Public parks, parkways, scenic trails, playgrounds, recreation lands and forests, including accessory shelters and apparatus, and historical structures or display areas

7.1.4 Existing farms and agricultural uses

7.1.5 Home businesses or occupations and personal services as permitted in Article 4.1.8 and 5.1.4

7.1.6 Family care facilities meeting applicable state licensing requirements

7.1.7 Family child care homes and group child care homes

7.1.~~7~~8 Bed and Breakfast/Tourist Homes

7.1.~~8~~9Travel trailers [Permit criteria include Article 21.33]

7.1.~~9~~10 Structure for storage of the owner's possessions and non-commercial activities. These structures shall not be used as residences. Structures shall meet the size requirements of 21.1.3.

7.1.~~10~~11 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use

SECTION 7.2 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.]

7.2.1 Community boat launching ramps, docks and accessory facilities.

7.2.2 Golf courses as regulated in the R1 District [See Articles 4.2.5 and 21.11]

7.2.3 Private recreational areas and facilities.

7.2.4 Marinas

7.2.5 Restaurants without drive-through service, which are of an appearance and character consistent with permitted uses

7.2.6 Recreation camps or resorts

7.2.7 One detached guest house may be permitted, provided the use is accessory to the main dwelling, there is double the minimum required land area for the district and the Health Department approves the sanitary system.

Proposed

7.2.8 Utility and essential service structures when their operating requirements necessitate locating the facilities within the district in order to serve the immediate vicinity (storage yards excluded). [Permit criteria include Article 21.10 regarding screening fences]

7.2.9 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]

7.2.10 Churches

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

7.2.12 Unlisted property uses if authorized under Article 21.44

Proposed

ARTICLE 8 FR FORESTRY RECREATION DISTRICT

INTENT

The FR Forestry Recreation District is designed to promote the use of rural areas in a manner that will retain the basic attractiveness and inherent values of natural resources. The intent of the District is to retain rural areas for resource purposes, but recognizing the need to allow multiple uses considered acceptable in a rural environment.

SECTION 8.1 PRINCIPAL USES PERMITTED

8.1.1 One (1) family dwellings

8.1.2 Growing and harvesting of nursery field stock

8.1.3 Farms and agricultural operations of all kinds, including temporary agricultural roadside stands, provided the stands are off the road right-of-way, operated only seasonally, that hours not exceed dawn to dusk, that large equipment, including semi-tractor-trailers, not be parked on site and that the parking requirements of Article 21.27 be observed

8.1.4 Tree farms, forest production and forest harvesting operations including temporary sawmills, temporary log storage yards and related facilities

8.1.5 Public and private parks, playgrounds, passive recreational areas, camping grounds, hunting grounds, fishing sites and wildlife preserves

8.1.6 Bed and breakfast/tourist homes

8.1.7 Family and group care facilities meeting applicable state licensing requirements

8.1.8 Family child care homes and group child care homes

8.1.~~8~~9 Duplex dwellings

8.1.~~9~~10 Fraternal lodges

8.1.~~10~~11 Landing strips

8.1.~~11~~12 Wildlife, plant, and habitat preservation areas

8.1.~~12~~13 Cemeteries [Permit criteria include Article 21.4]

8.1.~~13~~14 Riding academies or stables [Permit criteria include Article 21.35]

8.1.~~14~~15Travel trailers (on private property) [Permit criteria include Article 21.33]

8.1.~~15~~16 Home occupation

8.1.~~16~~17 Wireless Telecommunications Towers and Facilities one hundred ninety (190) feet or less in height, without lights [Permit criteria include Article 21.46]

8.1.~~17~~18 Structures for storage of the owner's personal non-farm possessions and non-commercial activities. These structures shall not be used as dwellings. Structures shall meet the size requirements of Section 21.1.3.

8.1.~~18~~19WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use

8.1.~~19~~20 WTG Small: Permitted as an accessory use to an allowed Principal Use

8.1.~~20~~21 WTG Medium: Permitted as an accessory use to an allowed Principal

SECTION 8.2 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.]

8.2.1 All permitted uses subject to special conditions, as permitted and regulated in the R1 District.

8.2.2 Sportsmen associations or clubs, including shooting ranges

8.2.3 Active recreation areas, stadiums and race tracks

8.2.4 Veterinary hospitals, clinics with indoor kennels [Permit criteria include Article 21.45]

8.2.5 Driving ranges

8.2.6 Game preserves

8.2.7 Gasoline stations with or without store

8.2.8 Detention facilities

8.2.9 Recreation farms (dude ranches)

8.2.10 Restaurants and/or taverns (without drive-through service)

8.2.11 Campgrounds (commercial)

8.2.12 Dog grooming and kennel facilities [Permit criteria include Article 21.45]

8.2.13 Golf courses and country clubs [Refer to Articles 4.2.5 and 21.11]

8.2.14 Hunt clubs (commercial)

8.2.15 Recreation camps or resorts

8.2.16 Surface mining of gravel, sand, clay, topsoil or marl [See Article 21.25 for criteria]

8.2.17 Travel trailer courts

8.2.18 Wireless Telecommunications Towers and Facilities over one hundred ninety (190) feet in height, or with lights

8.2.19 WTG Large

8.2.20 Anemometer Tower

8.2.21 Unlisted property uses if authorized under Article 21.44

8.2.22 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]

Proposed

ARTICLE 9 AR AGRICULTURAL RESOURCE DISTRICT

INTENT

The Agricultural Resource District is intended to encourage the maintenance of productive farm and agricultural land for growing, raising or production of food stuffs. It is further intended that the productive agricultural land base of the County be maintained in agricultural activities. Other land uses and activities may be permitted if they meet the objective of retaining farmlands in an open land character.

SECTION 9.1 PRINCIPAL USES PERMITTED

No buildings or land shall be used and no building shall be erected except for one (1) or more of the following specified uses:

9.1.1 One (1) family dwelling unit

9.1.2 Two (2) family (duplex) dwellings subject to the one (1) family density requirements with a minimum lot width of three hundred (300) feet

9.1.3 Two (2) detached single-family dwelling units may be permitted, subject to the following conditions:

9.1.3.1 There is a separation between the two (2) dwellings so the lot may be divided into two (2) legal lots with each lot having a lawful minimum width and area, with each dwelling still maintaining the front, side and rear setback as regulated in the District.

9.1.3.2 The County Health Department approves the sanitary system.

9.1.4 Growing, raising, and harvesting of agricultural products and farm livestock

9.1.5 Woodlots, tree farms, nursery field stock, and harvesting activities

9.1.6 Buildings for storing or housing machinery, equipment and/or livestock, including repair operations when accessory to agricultural and farm operations

9.1.7 Experimental agricultural activities and uses related to farm research

9.1.8 Wildlife habitat and plant species preservation areas

9.1.9 Farm industries may include saw mills of a permanent or temporary nature, with assembly of green or untreated wood to a usable item for marketing, provided the operation is conducted as an accessory to a farm and that the use is two hundred (200) feet from property lines

9.1.10 Bed and breakfast/tourist homes

9.1.11 Family and group care facilities meeting applicable state licensing requirements

9.1.12 Family child care homes and group child care homes

9.1.~~12~~13 Forest production and forest harvesting operations including temporary sawmills, temporary log storage yards and related facilities

9.1.~~13~~14 Fraternal lodges

9.1.~~14~~15 Aircraft Landing Strips

9.1.~~15~~16 Churches

9.1.~~16~~17 Cemeteries [Permit criteria include Article 21.4]

9.1.~~17~~18Dwellings less than sixteen (16) feet wide [Permit criteria include Article 21.22]

9.1.~~18~~19 Riding academies or stables [Permit criteria include Article 21.35]

9.1.~~19~~20 Roadside stands (agricultural-temporary) off the road right-of-way, provided that the stand be operated only seasonally, that hours not exceed dawn to dusk, that large equipment, including semi-tractor-trailers, not be parked at the site and that the parking requirements of Article 21.27 be observed

9.1.2~~0~~1 Veterinary hospitals, clinics with indoor kennel [Permit criteria include Article 21.45]

9.1.2~~1~~2 Travel trailers (on private property) [Permit criteria include Article 21.33]

9.1.2~~2~~3 Home occupation

9.1.2~~3~~4 Farm buildings, in existence at the time of the adoption of this amendment and no longer used in support of agricultural interests, may be used as rental property for storage of individually owned items

9.1.2~~3~~4.1 So as to alleviate noise and traffic associated with commercial activities and thus maintain the rural, open space character of the area, the rental shall not be made into commercial enterprises.

9.1.2~~3~~4.2 All applicable sections of the zoning Ordinance apply

9.1.2~~3~~4.3 The Zoning Administrator may opt to refer the application to the Planning Commission if there are unusual circumstances

9.1.2~~4~~5 Wireless Telecommunications Towers and Facilities one hundred ninety (190) feet or less in height without lights [Permit criteria include Article 21.46]

9.1.2~~5~~6 Structures for storage of the owner's personal non-farm possessions and non-commercial activities These structures shall not be used as dwellings. Structures shall meet the size requirements of Section 21.1.3.

9.1.2~~6~~7 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use

9.1.2~~7~~8 WTG Small: Permitted as an accessory use to an allowed Principal Use

9.1.2~~8~~9 WTG Medium: Permitted as an accessory use to an allowed Principal Use

SECTION 9.2 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.]

9.2.1 Public and private parks, recreational facilities and public or private non-profit schools offering courses in general education when the use is not, to the extent practical, placed on soils predominantly rated as having high agricultural productivity in comparison with other farm land in Otsego County

9.2.2 Recreation farms, dude ranches (so called) and sportsmen's clubs provided the farm land base remains essentially intact, that the number of new and/or expanded buildings be limited in scale, in so far as is practical, to that typical of a farm, and further, no activities shall cause the depletion or erosion of agricultural soils (dust, vehicle tracks, stream bank breakdown, etc.)

9.2.3 Permanent forest industries, including permanent sawmills, planing mills, veneer mills and related operations, provided:

9.2.3.1 There is a complete clean-up of discarded wastes following the cessation of activity

9.2.3.2 There are no nuisances imposed upon tourist service facilities or outdoor recreation uses in the immediate vicinity

9.2.3.3 The site of the proposed use encompasses an area of at least five (5) acres

9.2.4 Auction yards for livestock and/or agricultural equipment with accessory buildings on a minimum forty (40) acres site with a minimum width of six hundred (600) feet, provided that there is no nuisance imposed upon the surrounding farms or dwellings

9.2.5 Commercial outdoor sport and recreational facilities, outdoor musical entertainment

9.2.6 Driving ranges

9.2.7 Game preserves

9.2.8 Gasoline stations with or without store

9.2.9 Detention facilities

9.2.10 Shooting ranges (outdoor)

9.2.11 Recreation camps, resorts or housekeeping units

9.2.12 Restaurants and/or taverns (without drive-through service)

9.2.13 Dog grooming and kennel facilities [Permit criteria include Article 21.45]

9.2.14 Golf courses and country clubs [Refer to Articles 4.2.5 and 21.11]

9.2.15 Hunt clubs (commercial)

9.2.16 Airport with appurtenant facilities, when approved by the Planning Commission after a hearing, provided the operating characteristics are deemed not to conflict with wildlife habitat areas, wilderness areas, housing areas, and facilities or uses having high concentrations of people (schools, hospitals, etc.)

9.2.17 Surface mining of gravel, sand, clay, topsoil or marl [See Article 21.25 for criteria]

9.2.18 Travel trailer courts

9.2.19 Campgrounds (commercial)

9.2.20 Race tracks

9.2.21 Wireless Telecommunications Towers and Facilities over one hundred ninety (190) feet in height, or with lights [See Article 21.46]

9.2.22 WTG Large

9.2.23 Anemometer Tower [See Article 21.47]

9.2.24 Unlisted property uses if authorized under Article 21.44

9.2.25 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]

Proposed

ARTICLE 10 B1 LOCAL BUSINESS DISTRICT

INTENT

The B1 Local Business District establishes a Business District that is more selective than a General Business District. It provides for the establishment of neighborhood shopping areas, personal services, and professional office areas that are compatible with and of service to residential uses, provided the uses are within a completely enclosed building.

SECTION 10.1 PRINCIPAL USES PERMITTED

No building or land shall be used and no building shall be erected except for one (1) or more of the following specified uses:

10.1.1 Office buildings for administrative, professional, governmental and sales offices

10.1.2 Medical and dental offices, including clinics

10.1.3 Banks and financial institutions, without drive through

10.1.4 Any generally recognized retail business within an enclosed building less than one hundred thousand (100,000) square feet, excluding bars and restaurants serving alcoholic beverages

10.1.5 Any personal service establishment which performs such services as, but not limited to: barber, beauty salon, shoe repair, tailor shops, interior decorators and photographers

10.1.6 Offices and showrooms of plumbers, electricians, decorators or similar trades, without outdoor storage

10.1.7 Rental shops with no outdoor storage

10.1.8 Printing establishments, newspaper offices, publishers, and copying services

10.1.9 Existing residences

10.1.10 Athletic or sports facilities and health clubs, indoor only

10.1.11 Churches

10.1.12 Convalescent or nursing home care facility

10.1.13 Community service facilities (public library, offices operated through public funds, etc.)

10.1.14 Educational institutions

10.1.15 Commercial Day Care

10.1.16 Funeral home and mortuary

10.1.17 Family ~~care facility~~ and group care facilities meeting applicable state licensing requirements

10.1.18 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use [See Article 21.46]

SECTION 10.2 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.]

10.2.1 Motels, hotels, motor inns, cabin courts, bed and breakfast facilities, tourist lodging facilities and museums

10.2.2 Gasoline service stations for sale of motor fuels, oil and minor accessories

10.2.3 Retail uses over one hundred thousand (100,000) square feet

10.2.4 Dry cleaners, laundry

10.2.5 Utility and essential service buildings when operating requirements necessitate the locating of said facilities within the District in order to serve the immediate vicinity

10.2.6 Wireless Telecommunications Towers and Facilities one hundred ninety (190) feet or less in height [Permit criteria include Article 21.46]

10.2.7 Nursery sales, garden supply centers and greenhouses with outdoor display areas

10.2.8 Recycling Facility

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

10.2.10 Unlisted property uses if authorized under Article 21.44

10.2.11 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]

Proposed

SECTION 21.12 HOME OCCUPATION
Amended 3.29.2018

DEFINITIONS:

HOME OCCUPATION: The partial use of a home for commercial or nonresidential uses by a resident thereof, which is subordinate and incidental to the use of the dwelling for residential purposes. Family or group child care homes shall not be considered a home occupation and shall be regulated under 2006 PA 110, MCL 125.3206 and 1973 PA 116, MCL 722.111 to 722.128

21.12.1 Home Occupation

A Home occupation shall be permitted in all zones, provided the home occupation is clearly and obviously subordinate to the main use or dwelling unit for residential purposes. Home occupations shall be conducted wholly within the primary structure on the premises.

21.12.2 Permit Required

A Home Occupation Permit is required before any activity is initiated. A Home Occupation Application shall be submitted to the Zoning Administrator who may issue such permit when all applicable provisions of this Ordinance have been met and following approval by the proper body or official.

21.12.3 Home Occupation Regulations:

21.12.3.1 A Home Occupation shall not employ more than one (1) person other than those related by blood, marriage or adoption.

21.12.3.2 A Home Occupation shall not exceed fifteen (15) percent of the floor area of the primary residential structure, which can include the attached garage.

21.12.3.3 A Home Occupation Inventory and supplies shall not occupy more than fifty (50) percent of the area permitted to be used as a home occupation.

21.12.3.4 A Home Occupation operational nuisances such as noise, vibration, fumes, smoke, odors, lighting, and related shall be strictly confined to the premises and no activity shall be visible or discernible from any adjoining street or property line.

21.12.3.5 A Home Occupation major activity shall be carried on indoors.

21.12.3.6 A Home Occupation shall have no exterior display or storage of goods on said premises.

21.12.3.7 A Home Occupation sales and services to patrons shall be arranged by appointment and scheduled so that not more than two (2) patron vehicles are on the premises at the same time.

21.12.3.8 A Home Occupation shall be limited to the hours (8 a.m. to 8 p.m.) to its patrons.

21.12.3.9 A Home Occupation shall provide three (3) additional parking spaces on the premises, except only two (2) need be provided if the home occupation does not have an employee.

21.12.3.10 A Home Occupation shall not generate greater traffic volumes than normally expected in a residential neighborhood. No additional on street parking demand shall be generated.

21.12.3.11 A Home Occupation may have One (1) non illuminated sign not to exceed 2 sq. ft. if it is attached to, and is parallel with the wall of the dwelling unit.

21.12.3.12 A Home Occupation use shall not take on the operational character of a business, industrial, industrial transit or institutional use in terms of parking, truck or commercial traffic, loading and unloading, and related activities.

21.12.3.13 A Home Occupation shall not make structural alterations which are architecturally at variance with the residential dwelling or which cannot be readily and simply returned to residential use. Exterior alterations shall not be of a design to indicate or characterize the presence of a home occupation.

***Motion made by Mr. Hartmann to recommend adoption of the proposed language to Sections 2, 21.12 and Articles 4,5, and 7-10 pertaining to Family and Group Care Facilities to the Otsego County Board of Commissioners; Seconded by Mr. Borton.

Motion approved unanimously.

Proposed

OTSEGO COUNTY
Planning Commission

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

ADVERTISED CASE EXECUTIVE SUMMARY

AGENDA ITEM: 9	AGENDA DATE: 10/21/2019
AGENDA PLACEMENT:	ACTION REQUESTED:
Advertised Cases, Item 1	Motion to Recommend
STAFF CONTACT(S):	ATTORNEY REVIEW:
Chris Churches, Planning & Zoning, Capital Projects Director Christine Boyak-Wohlfeil, Zoning Officer	No

BACKGROUND/DISCUSSION:

The special use permit request involves the expansion of the existing North Park Storage Condominium located on the West side of Old 27 across from Gaylord High School on Sides Drive in Livingston Township. The proposed expansion will add 18 storage buildings to the condominium.

RECOMMENDED MOTION:

1. Motion to approve the Findings of Fact as presented in Exhibit 12 &13.
2. Motion to approve special use permit number PZSU19-005 to expand the North Park Storage Condominium as detailed in the application.

OTSEGO COUNTY
PLANNING COMMISSION

PZSU19-005
Special Use Permit/Site Plan Review
080-028-400-015-10

Exhibit List

Exhibit #1: Applications for case PZSU19-005 submitted by Applicant/Representative

Exhibit #2: Otsego County Zoning Map Effective Date March 20, 2010/Amended July 30, 2019

Exhibit #3: Otsego County Zoning Ordinance Effective March 20, 2010/Amended August 27, 2019

Exhibit #4: Copy of Otsego County Equalization Department record card/Quit Claim 1458/857

Exhibit #5: Site Condominium Plan/PZSU19-005 submitted by Applicant/Representative

Exhibit #6: Letter of representation dated August 26, 2019

Exhibit #7: Public Hearing Notice

Exhibit #8: Letter to Livingston Township Planning Commission dated September 20, 2019

Exhibit #9: Response dated October 10, 2019 from Livingston Township Planning Commission

Exhibit #10: Map and list of parties notified

Exhibit #11: Receipt #01309181

Exhibit #12: General Finding of Fact/PZSU19-005

Exhibit #13: Specific Finding of Fact/PZSU19-005

Exhibit #14: Survey

Exhibit #15: North Park Units Condominium Master Deed

Exhibit #16: North Park Condominium By-Laws

Exhibit #17: Street Address application from the Otsego County Equalization Department

Exhibit #18: Approved Agency Letters received from the Northwest Michigan Health Department dated September 9, 2019

Exhibit #19: Approved Agency Letters received from the Otsego County Soil Conservation District dated September 9, 2019

Exhibit #20: Approved Agency Letters received from the Otsego County EMS Department dated September 9, 2019

Exhibit #21: Approved Agency Letters received from the Otsego County Fire Department dated September 13, 2019

Exhibit #22: Site Plan Review Check List

Otsego County
Land Use Services

Permit No: PZ5419·005

1322 Hayes Road
Gaylord, MI 49735
989-731-7420 * Fax 989-731-7429

APPLICATION FOR SPECIAL USE PERMIT

Date: September , 2019

Tax Parcel Number: 080 - 028 - 400 - 015 - 08 Twp: Livingston Sec 28 T31N R 3W

Property location: (Required)

Address: Old U.S. 27 North City: Gaylord State: MI Zip: 49734

Applicant:

Name: David M. Delaney Phone No. (989)- 731- 1508

Address: 113 N. Illinois Ave. P.O. Box 1771 City: Gaylord State: MI Zip: 49734

Property Owner: (If different from applicant)

Name: North Park Units LLC Phone No. (586)- 764- 1599

Address: P.O. Box 309 City: Gaylord State: MI Zip: 49734

Description of project and proposed use:

18 UNIT STORAGE CONDOMINIUMS

Signature of Applicant: David M Delaney **Date: September 4 2019**

*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

File No. Fee amount:

Date Application Received 9·6·19 Received By: C Churches

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:

Name: David M. Delaney	Owner/Agent/Other Interest *(circle one)*
Address: 113 N. Illinois Ave P.O. Box 1771, Gaylord, MI 49734	
Phone: (989) 731 - 1508	Fax: (989) 731 - 6968

PROPERTY OWNER: *(If different from Applicant)*

Name: North Park Units LLC	
Address: P.O. Box 309, Gaylord, MI 49734	
Phone: (586) 764 - 1599	Fax: (989) 732 - 2477

PROPERTY LOCATION:

Township: Livingston	Section: 28	T 31 N/R 3 W	Zoning District: B-3
Site Address: Old U.S. 27 North, Gaylord, MI 49734			
Parcel Number: 080 - 028 - 400- 015- 08			
Description of Project and Proposed Use: 18 Unit storage condominiums			

Signature of Applicant: David M Delaney	**Date:** 9/ 4 /2019

***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 bu 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_x__ 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__x__ 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__x__ 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__x__ No____ NA____ if "NA" explain:_____

5. The address and or parcel number of the property.

   Yes__x__ No____ NA____ if "NA" explain:_____

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

   Yes__x__ No____ NA____ if "NA" explain:_____

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

   Yes__x__ No____ NA____ if "NA" explain:_____

8. Project title.

   Yes__x__ 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__x__ No____ NA____ if "NA" explain:_____

10. A vicinity map drawn at a scale of 1"=2000' with North point indicated.

    Yes__x__ No____ NA____ if "NA" explain:_____

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

    Yes__x__ No____ NA____ if "NA" explain:_____

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

    Yes__x__ No____ NA____ if "NA" explain:_____

13. Project completion schedule/development phases.

    Yes__x__ 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__x__ 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 _x__No ____NA____ if "NA" explain:_____

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

Yes __x__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 __x__No ____NA____ if "NA" explain:_____

18. Location and type of significant existing vegetation.

Yes __x__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 __x__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__x__ No____ NA____ if "NA" explain:_____

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 __x__No ____NA____ if "NA" explain: _____

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 __x__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 __x__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 __x__No ____NA____ if "NA" explain: _____

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

Yes ____No ____NA__x__ if "NA" explain: Not applicable to project_____

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

Yes ____No ____NA__x__ if "NA" explain: Not applicable to project_____

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 _x__ No ____ NA____ if "NA" explain:_____

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

Yes __x__ No ____ NA____ if "NA" explain:_____

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_x___ if "NA" explain: Not applicable to project_____

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

Yes__x__ No____ NA____ if "NA" explain: 4x8 sign on US 27_____

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

Yes __x__ No ____ NA____ if "NA" explain: _____

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

Yes ____ No ____ NA_x___ if "NA" explain: Not applicable to project_____

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__x__ if "NA" explain: Not applicable to project_____

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

Yes ____ No ____ NA_x___ if "NA" explain: Not applicable to project_____

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__x__ if "NA" explain: The above materials are not stored.

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

Yes __x__ No ____ NA____ if "NA" explain:_____

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

Yes __x__ No ____ NA____ if "NA" explain:_____

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

Yes __x__ No ____ NA____ if "NA" explain: _____

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

Yes __x__ No ____ NA____ if "NA" explain: _____

40. Paid appropriate fees to Otsego County.

Yes __x__ 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: 9.6.19	Fee: $700	Receipt Number: 01309181
Permit No: PZSU19-005	Soil Erosion Permit No:	
Approved:	Denied:	By:
Conditions:		
Reasons:		

PZSU19-005
NORTH PARK UNITS LLC - 175 SIDES DR
080-028-400-015-10

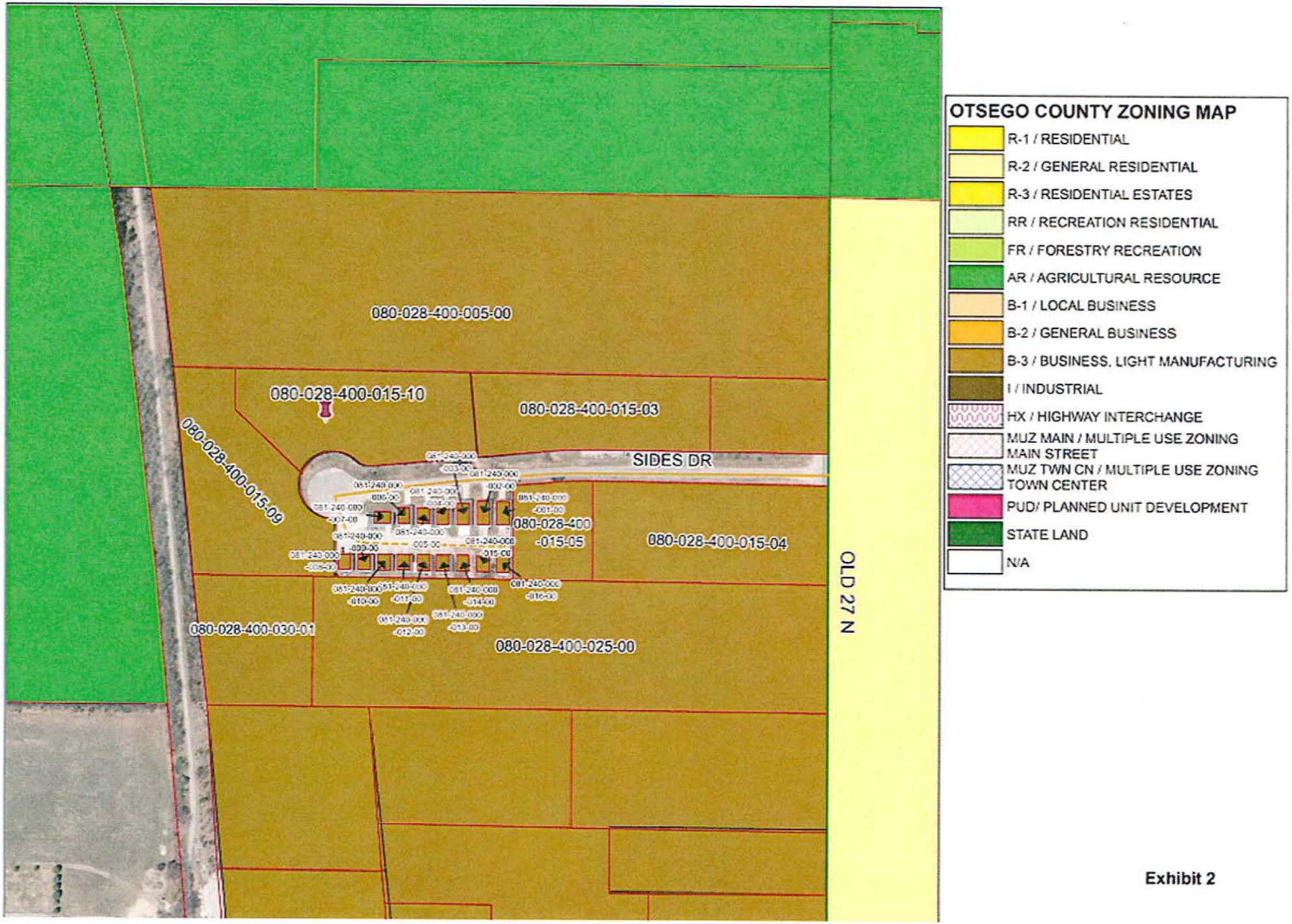


Exhibit 2

R1458 857 1

LIBER 1458 PAGE 857

OTSEGO COUNTY MICHIGAN
RECORDED
SUSAN DEFEYTER, CLERK/REGISTER OF DEEDS
05/01/2018 9:36:05 AM

OTSEGO COUNTY MICHIGAN
RECEIVED
SUSAN DEFEYTER, CLERK/REGISTER OF DEEDS
05/01/2018 9:35:29 AM

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That D&M Greentree, LLC, a Michigan Limited Liability Company, Brad Sides and Paula Sides, husband and wife, whose addresses are PO Box 309, Gaylord, MI 49734 and 3466 Peanut Hill, Gaylord, MI 49735

Convey(s) and quit claim(s) to Northpark Units, LLC, a Michigan Limited Liability Company, whose address is PO Box 309, Gaylord, MI 49734

the following described premises:

SEE EXHIBIT "A" ATTACHED HERETO

Tax ID No. 080-028-400-015-09 and 080-028-400-015-10

For the sum of One dollar and no cents ($1.00). Exempt from County Transfer Tax pursuant to MCLA 207.505(a) and Exempt from State Transfer Tax pursuant to MCLA 207.526(a). Subject to the existing building and use restrictions, easements, and zoning ordinances of record, if any.

The grantor grants to the grantee the right to make ALL division(s) under section 108 of the Land Division Act, Act. No. 288 of the Public Acts of 1967. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated: April 26, 2018

Brad Sides

Paula Sides

D&M Greentree, LLC, a Michigan Limited Liability Company

By: Dale J. Smith, Co-Member

State of Michigan)
) SS
County of Otsego)

On this 26 day of April, 2018, before me personally appeared Dale J. Smith, Co-Member of D&M Greentree, LLC, a Michigan Limited Liability Company, Brad Sides and Paula Sides

LAURA HOYT
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF OTSEGO
MY COMMISSION EXPIRES: 11/20/2018
ACTING IN OTSEGO COUNTY

Laura Hoyt
, Notary Public
County, Michigan
My Commission Expires: _____
Acting in the County of: Otsego

Drafted by: Dale J. Smith, Co-Member of D&M Greentree, LLC, a Michigan Limited Liability Company
PO Box 309
Gaylord, MI 49734

Return to: Grantee

Assisted By: Alpine Title & Escrow (447220)
114 E. Main Street
Suite A
Gaylord, MI 49735

Exhibit 4

EXHIBIT "A"
LEGAL DESCRIPTION

Land situated in the Township of Livingston, County of Otsego, State of Michigan, described as:

PARCEL A:
Part of Parcel 3 and 4, as surveyed by Mitchell & Associates, file # 965253 dated 6/30/97, Section 28, Township 31 North, Range 3 West; described as: Commencing at the East 1/4 corner of said Section 28; thence South 00°01'03" West, along the East line of said section, 985.51 feet; thence North 89°14'49" West 1252.25 feet to the Point of Beginning; thence continuing North 89°14'49" West 365.37 feet to the Easterly right-of-way of Detroit & Mackinaw Railroad; thence North 05° 23'10" West, along said Easterly right-of -way, 529.29 feet; thence South 89°09'03" East 156.61 feet; thence South 00° 00'00" East 104.69 feet; thence South 46°22'23" East 237.17 feet; thence 168.82 feet along the arc of a curve to the left , said curve having a radius of 85.00 feet, delta angle 113°47'38" and chord of South 37°33'22" East 142.41 feet; thence South 00°01'03" West, parallel with the East line of said Section, 148.22 feet to the Point of Beginning.

REMAINDER OF PARENT PARCEL:
Part of Parcel 3 and 4, as surveyed by Mitchell & Associates, file # 965253 dated 6/30/97, Section 28, Township 31 North, Range 3 West; described as: Commencing at the East 1/4 corner of said Section 28; thence South 00°01'03" West, along the East line of said section, 985.51 feet; thence North 89°14'49" West 1617.62 feet to the Easterly right-of-way of Detroit & Mackinaw railroad; thence North 05°23'10" West, along said Easterly right-of -way, 529.29 feet; thence South 89°09'03" East 156.61 feet to the Point of Beginning; thence continuing South 89°09'03" East 598.79 feet; thence South 04°59'56" East 215.91 feet; thence South 84°56'33" West 270.01 feet; thence 42.05 feet along the arc of a curve to the right, said curve having a radius of 50.00 feet, a delta angle of 48°11'23" and chord of North 70°57'46" West 40.82 feet; thence 168.82 feet along the arc of a curve to the left , said curve having a radius of 85.00 feet, delta angle 113°47'38" and chord of South 76°14'06" West 142.41 feet; thence North 46°22'23" West 237.17 feet; thence North 00°00'00" West 104.69 feet to the Point of Beginning.

SUBJECT TO AND TOGETHER WITH an 80 Foot Wide Private Road Right-of-Way being Part of the Northeast 1/4 of the Southeast 1/4 of Section 28, Township 31 North, Range 3 West and described as follows: Commencing at the East 1/4 corner of said Section 28; thence South 00°'01'03" West along the East line of said Section 28, 652.00 feet to the Point of Beginning; thence continuing South 00°01'03" West along said East line of Section 28, 80.00 feet; thence North 89°09'03" West 596.18 feet; thence 110.95 feet along the arc of a curve to the left having a delta angle of 05°54'24", radius 1076.20 feet, long chord bearing and distance of South 87°53'45" West 110.89 feet; thence South 84°56'33" West 451.45 feet; thence 42.05 feet along the arc of curve to the left having a delta angle of 48°11'23", radius 50.00 feet; long chord bearing and distance of South 60°50'51" West 40.82 feet; thence 410.02 feet along the arc of a curve to the right having a delta angle of 276°22'46", radius 85.00 feet, long chord bearing and distance of North 05°03'24" West 113.33 feet; thence 42.05 feet along the arc of a curve to the left having a delta angle of 48°11'23", radius 50.00 feet; long bearing and distance of South 70°57'39" East 40.82 feet; thence North 84°56'33" East 451.45 feet; thence 119.20 feet along the arc of a curve to the right having a delta angle of 05°54'24" radius 1156.20 feet, long chord bearing and distance of North 87°53'45" East 119.14 feet; thence South 89°09'03 East 593.42 feet to the Point of Beginning.

ALSO SUBJECT TO AND TOGETHER WITH a Drainage Easement being Part of the Northeast 1/4 of the Southeast 1/4 of Section 28, Township 31 North, Range 3 West and described as follows: Beginning at the East 1/4 corner of said Section 28; thence South 00°01'03" West, along the East line of said Section 28, 652.00 feet; thence North 89°09'03" West 593.42 feet; thence 119.20 feet along the arc of a curve to the left having a delta angle 05°54'24" ; radius 1156.20 feet, long chord bearing and distance of South 87°53'45" West 119.14 feet; thence South 84°56'33" West 181.44 feet to the Point of Beginning; thence continuing South 84°56'33" West 20.00 feet; thence North 04°59'56" West 197.87 feet; thence North 89°09'03" West 460.42 feet; thence South 00°00'00" West 82.91 feet; thence North 90°00'00" West 120.00 feet; thence North 00°00'00" East 104.69 feet; thence South 89°09'03" East 598.70 feet; thence South 04°59'56" East 215.91 feet to the Point of Beginning.

Parcel Number: 69-080-028-400-015-10 Jurisdiction: LIVINGSTON TOWNSHIP County: OTSEGO Printed on 09/16/2019

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
D&M GREENTREE LLC - SIDES	NORTHPARK UNITS LLC	0	04/26/2018	QC	No Sale Price	1458/857	DEED	0.0

Property Address

175 SIDES PARK DR

Owner's Name/Address

NORTHPARK UNITS LLC
PO BOX 309
GAYLORD MI 49734

Class: 202 COM VACANT **Zoning: B-3**

School: Gaylord Community

P.R.E. 0%

:

2020 Est TCV 42,000(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

Land Value Estimates for Land Table C-IOT.COMMERCIAL AND INDUSTRIAL

Description	Frontage	Depth	* Factors * Front	Depth	Rate	%Adj.	Reason	Value
RES			3.010 Acres		3,500	100		10,535
Flat Value:								42,010
			3.01 Total Acres				Total Est. Land Value =	52,545

Tax Description

REMAINDER OF PARENT: PT OF PAR 3 & 4, AS SURVEYED BY MITCHELL & ASSOC, FILE #965253 DATED 6/30/97, SEC 28, T31N, R3W, DESC AS: COMM AT THE E 1/4 COR OF SD SEC 28; TH S00°01'03"W, ALG THE E LN OF SD SEC, 985.51'; TH N89°14'49"W 1617.62' TO THE E'LY ROW OF DETROIT & MACKINAW RR; TH N05°23'10"W, ALG SD E'LY ROW, 529.29'; TH S89°09'03"E, 156.61' TO THE POB; TH CONT S89°09'03"E 598.79'; TH S04°59'56"E 215.91'; TH S84°56'33"W 270.01'; TH 42.05' ALG THE ARC OF A CURVE TO THE RIGHT; SD CURVE HAVING A RADIUS OF 50.00' A DELTA ANGLE OF 48°11'23" AND A CHORD OF N70°57'46"W 40.82'; TH 168.82' ALG THE ARC OF A CURVE TO THE LEFT, SD CURVE HAVING A RADIUS OF 85.00', DELTA ANGLE 113°47'38" AND CHORD OF S76°14'06"W 142.41'; TH N46°22'23"W 237.17'; TH N00°00'00"W 104.69' TO THE POB. SD PAR CONT 3.01 AC M/L. 2017 SPLIT FROM
BALANCE OF DESCRIPTION ON FILE

Comments/Influences

Who When What

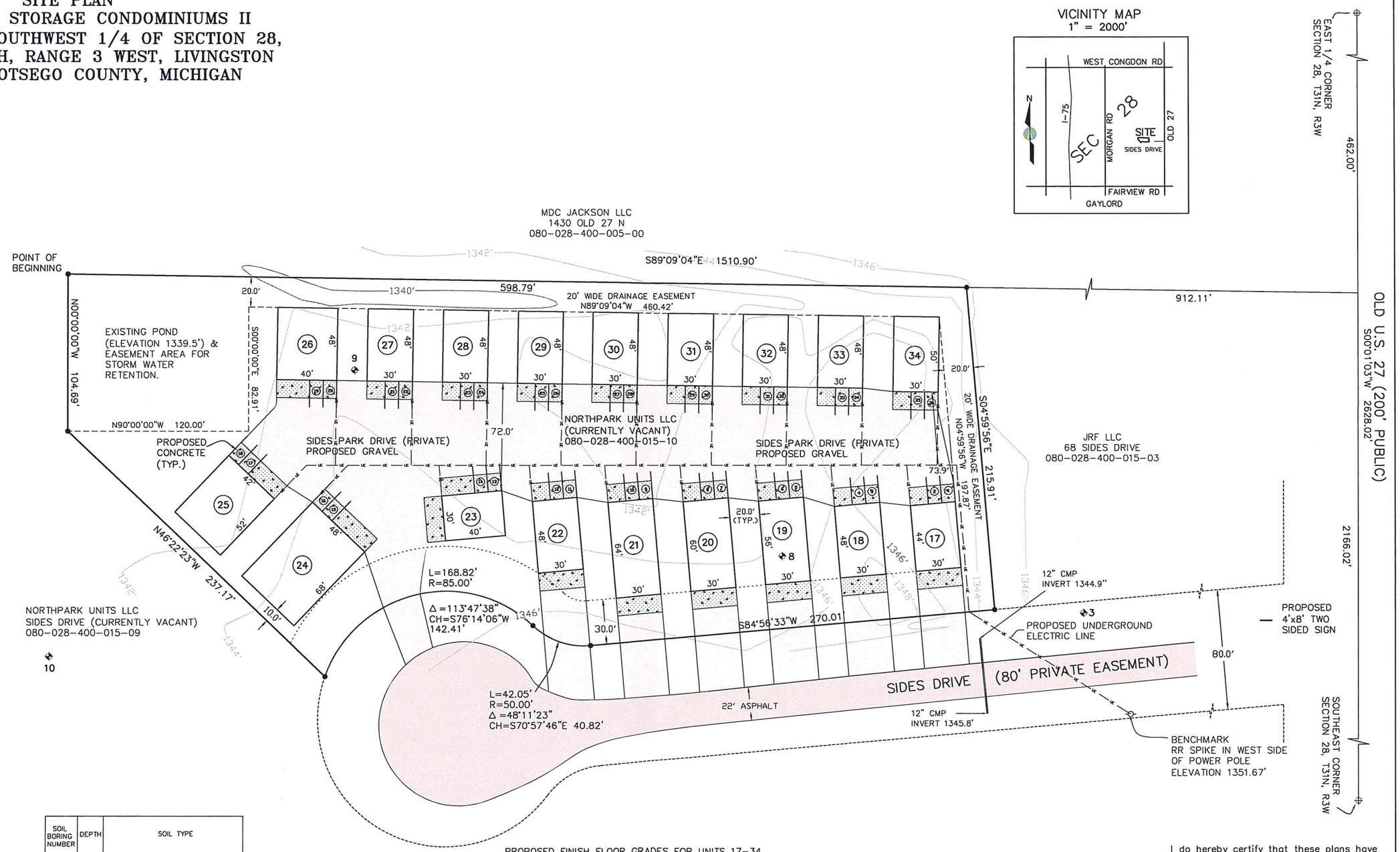
Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
2020	21,000	0	21,000			21,000C
2019	21,000	0	21,000			21,000S
2018	21,000	0	21,000			21,000S
2017	21,000	0	21,000			21,000S

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

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

Exhibit 4

SITE PLAN
NORTH PARK STORAGE CONDOMINIUMS II
PART OF THE SOUTHWEST 1/4 OF SECTION 28, TOWN 31 NORTH, RANGE 3 WEST, LIVINGSTON TOWNSHIP, OTSEGO COUNTY, MICHIGAN



SOIL BORING NUMBER	DEPTH	SOIL TYPE
#3	8"	BLACK TOP SOIL
	12"	BLACK FINE SAND
	2.0'	LIGHT BROWN FINE SAND-SMALL AGG.
	2.5'	LIGHT BROWN FINE SAND
	4'	BROWN CLAY MOD. M.C.
#8	8"	BLACK TOP SOIL
	1'-7.5'	GOOD SAND & GRAVEL-SMALL AGG.
#9	6"-10"	TOP SOIL
	1'-8'	LIGHT FINE SAND
#10	4"-8"	TOP SOIL
	16"	LIGHT FINE SAND
	2'-3'	POCKET OF DRY CLAY
	10'	SAND & GRAVEL-MED. AGG.
#11	6"-10"	BLACK TOP SOIL
	2'	LIGHT BROWN CLAY
	3'-11'	BEACH SAND

N

0 30 60

SCALE 1" = 30'

- ● IRON ROD FOUND
- ⊕ SECTION CORNER
- ✦ SOIL BORING LOCATION
- ⊙ PROPOSED PARKING LOCATION

Brand Land Surveying LLC
533 Greenfield Drive
Gaylord, Michigan 49735
989-732-8077
www.brandlandsurveying.com

PROPOSED FINISH FLOOR GRADES FOR UNITS 17-34

1346' FOR UNITS 18 & 33
1345' FOR UNITS 17, 19-23, 32 & 34
1344' FOR UNITS 24 & 31
1343' FOR UNITS 25, 27-30
1342' FOR UNIT 26

STORM WATER WILL DRAIN EASTERLY AND NORTHERLY OVER SITE TO EXISTING DRAINAGE EASEMENTS WITH RETENTION IN THE EXISTING STORM WATER RETENTION EASEMENT.

STORM WATER RETENTION EASEMENT AND AREAS BETWEEN BUILDINGS WILL BE USED FOR SNOW STORAGE.

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 September 13, 2016.

STATE OF MICHIGAN
RONALD C. BRAND
Professional Surveyor
No. 43046
LICENSED PROFESSIONAL SURVEYOR

Brand Land Surveying LLC
Ronald C. Brand
Professional Surveyor No. 43046

Alteration of any part of this document without the permission of Brand Land Surveying LLC is prohibited

CLIENT: NORTHPARK UNITS LLC

LOCATION: SECTION 28, T31N, R3W
LIVINGSTON TOWNSHIP
OTSEGO COUNTY

DATE: 9/9/2019 FILE NO. 165042

FLD. BK. 5122 PG. 35

D:\survey_data\SURVEY\T31N-R3W\28\165042CONDO.dwg

Exhibit 5

SITE PLAN
NORTH PARK STORAGE CONDOMINIUMS II
PART OF THE SOUTHWEST 1/4 OF SECTION 28, TOWN 31 NORTH, RANGE 3 WEST, LIVINGSTON TOWNSHIP, OTSEGO COUNTY, MICHIGAN

A parcel of land situated in the Township of Livingston, County of Otsego, State of Michigan, described as:

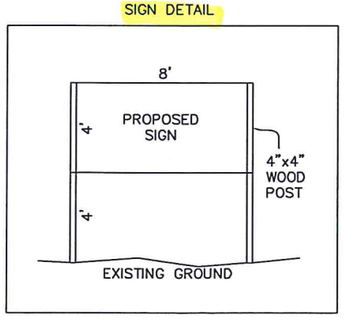
REMAINDER OF PARENT PARCEL:
Part of Parcel 3 and 4, as surveyed by Mitchell & Associates, file # 965253 dated 6/30/97, Section 28, Town 31 North, Range 3 West, described as: Commencing at the East one-quarter corner of said Section 28; thence South 00°01'03" West, along the East line of said section, 985.51 feet; thence North 89°14'49" West 1617.62 feet to the Easterly right-of-way of Detroit & Mackinaw Railroad; thence North 05°23'10" West, along said Easterly right-of-way, 529.29 feet; thence South 89°09'03" East, 156.61 feet to the Point of Beginning; thence continuing South 89°09'03" East 598.79 feet; thence South 04°59'56" East 215.91 feet; thence South 84°56'33" West 270.01 feet; thence 42.05 feet along the arc of a curve to the right, said curve having a radius of 50.00 feet, a delta angle of 48°11'23" and chord of North 70°57'46" West 40.82 feet; thence 168.82 feet along the arc of a curve to the left, said curve having a radius of 85.00 feet, delta angle 113°47'38" and chord of South 76°14'06" West 142.41 feet; thence North 46°22'23" West 237.17 feet; thence North 00°00'00" West 104.69 feet to the Point of Beginning. The above described parcel contains 3.01 acres of land, more or less.

SUBJECT TO AND TOGETHER WITH an 80 Foot Wide Private Road Right-of-Way being Part of the Northeast one-quarter of the Southeast one-quarter of Section 28, Town 31 North, Range 3 West, Township of Livingston, County of Otsego, State of Michigan, and described as follows, to-wit:
Commencing at the East one-quarter corner of said Section 28; thence South 00°01'03" West, along the East line of said Section 28, 652.00 feet to the Point of Beginning; thence continuing South 00°01'03" West along said East line of Section 28, 80.0 feet; thence North 89°09'03" West 596.18 feet; thence 110.95 feet along the arc of a curve to the left having a delta angle of 05°54'24", radius 1076.20 feet, long chord bearing and distance of South 87°53'45" West 110.89 feet; thence South 84°56'33" West 451.45 feet; thence 42.05 feet along the arc of a curve to the left having a delta angle of 48°11'23", radius 50.00 feet, long chord bearing and distance of South 60°50'51" West 40.82 feet; thence 410.02 feet along the arc of a curve to the right having a delta angle of 276°22'46", radius 85.00 feet, long chord bearing and distance of North 05°03'24" West 113.33 feet; thence 42.05 feet along the arc of a curve to the left having a delta angle of 48°11'23", radius 50.00 feet; long chord bearing and distance of South 70°57'39" East 40.82 feet; thence North 84°56'33" East 451.45 feet; thence 119.20 feet along the arc of a curve to the right having a delta angle of 05°54'24", radius 1156.20 feet, long chord bearing and distance of North 87°53'45" East 119.14 feet; thence South 89°09'03" East 593.42 feet to the Point of Beginning.

ALSO SUBJECT TO AND TOGETHER WITH a Drainage Easement being Part of the Northeast one-quarter of the Southeast one-quarter of Section 28, Town 31 North, Range 3 West, Township of Livingston, County of Otsego, State of Michigan, and described as follows, to-wit:
Beginning at the East one-quarter corner of said Section 28; thence South 00°01'03" West, along the East line of said Section 28, 652.00 feet; thence North 89°09'03" West 593.42 feet; thence 119.20 feet along the arc of a curve to the left having a delta angle 05°54'24"; radius 1156.20 feet, long chord bearing and distance of South 87°53'45" West 119.14 feet; thence South 84°56'33" West 181.44 feet to the Point of Beginning; thence continuing South 84°56'33" West 20.00 feet; thence North 04°59'56" West 197.87 feet; thence North 89°09'03" West 460.42 feet; thence South 00°00'00" West 82.91 feet; thence North 90°00'00" West 120.00 feet; thence North 00°00'00" East 104.69 feet; thence South 89°09'03" East 598.79 feet; thence South 04°59'56" East 215.91 feet to the Point of Beginning.

SUBJECT TO All agreements, covenants, easements and restrictions of record, if any.

SIGN DETAIL



SITE NOTES

ZONED: B3

SITE AREA: 3.01 ACRES

BUILDING SETBACKS:
FRONT YARD = 30' REAR YARD = 20' SIDE YARD = 10'

UNITS 17-34 ARE PROPOSED STORAGE POLE BUILDINGS.
HEIGHT AND ELEVATION VIEWS WILL BE PROVIDED BY THE ARCHITECT.

NO ACCESSORY STRUCTURES PLANNED FOR THE SITE.

NO SIDEWALKS, WALKWAYS, ETC. PLANNED FOR THE SITE.

NO SEPTIC SYSTEMS AND WATER SUPPLY LINES, INCLUDING WATER WELLS, PLANNED FOR THE SITE.

UNDERGROUND ELECTRIC IS THE ONLY UTILITY PLANNED FOR THE SITE.

NO COMMON OPEN SPACES OR FACILITIES PLANNED FOR THE SITE.

ONE 4'x8' TWO SIDED SIGN IS PLANNED IN THE SIDES DRIVE EASEMENT AREA AT OLD 27. (SEE DETAIL)

ONE SECURITY LIGHT IS PLANNED FOR THE GABLE END OF EACH PROPOSED BUILDING. SECURITY LIGHTS WILL COMPLY WITH SECTION 21.19 OF THE OTSEGO COUNTY ZONING ORDINANCE.

NO FENCES, WALLS OR OTHER SCREENING IS PLANNED FOR THE SITE.

NO LANDSCAPING OR BUFFERING PLANNED FOR THE SITE.

NO TRASH RECEPTACLES OR SOLID WASTE DISPOSAL FACILITIES PLANNED FOR THE SITE.
TRASH REMOVAL WILL BE THE RESPONSIBILITY OF THE UNIT OWNER.

NO ABOVE GROUND STORAGE OR BELOW GROUND STORAGE IS PLANNED FOR THE SITE.

ASSIGNED UNIT ADDRESS ARE AS FOLLOWS:
UNIT 17: 175 SIDES PARK DRIVE
UNIT 18: 185 SIDES PARK DRIVE
UNIT 19: 195 SIDES PARK DRIVE
UNIT 20: 205 SIDES PARK DRIVE
UNIT 21: 215 SIDES PARK DRIVE
UNIT 22: 225 SIDES PARK DRIVE
UNIT 23: 235 SIDES PARK DRIVE
UNIT 24: 255 SIDES PARK DRIVE
UNIT 25: 265 SIDES PARK DRIVE
UNIT 26: 256 SIDES PARK DRIVE
UNIT 27: 246 SIDES PARK DRIVE
UNIT 28: 236 SIDES PARK DRIVE
UNIT 29: 226 SIDES PARK DRIVE
UNIT 30: 216 SIDES PARK DRIVE
UNIT 31: 206 SIDES PARK DRIVE
UNIT 32: 196 SIDES PARK DRIVE
UNIT 33: 186 SIDES PARK DRIVE
UNIT 34: 176 SIDES PARK DRIVE

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 September 13, 2016.

STATE OF MICHIGAN
RONALD C. BRAND
Professional Surveyor
No. 43046
LICENSED PROFESSIONAL SURVEYOR

Brand Land Surveying LLC
Ronald C. Brand
Professional Surveyor No. 43046

Alteration of any part of this document without the permission of Brand Land Surveying LLC is prohibited

Brand Land Surveying LLC
533 Greenfield Drive
Gaylord, Michigan 49735
989-732-8077
www.brandlandsurveying.com

CLIENT: NORTHPARK UNITS LLC

LOCATION: SECTION 28, T31N, R3W
LIVINGSTON TOWNSHIP
OTSEGO COUNTY

DATE: 9/9/2019 FILE NO. 165042
FLD. BK. 5122 PG. 35 SHEET 1 OF 2

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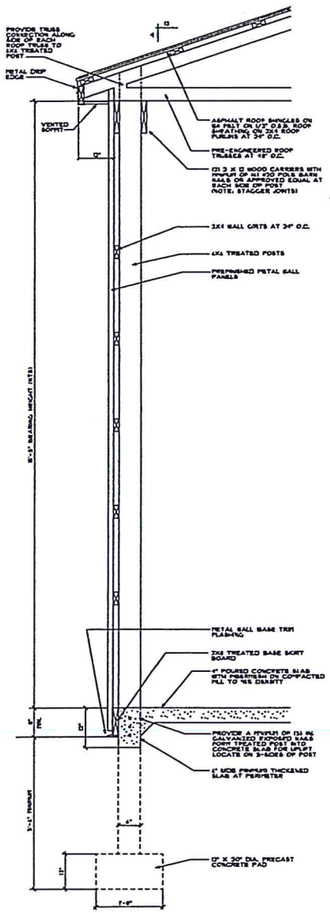
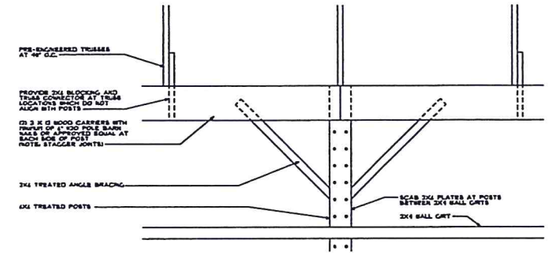
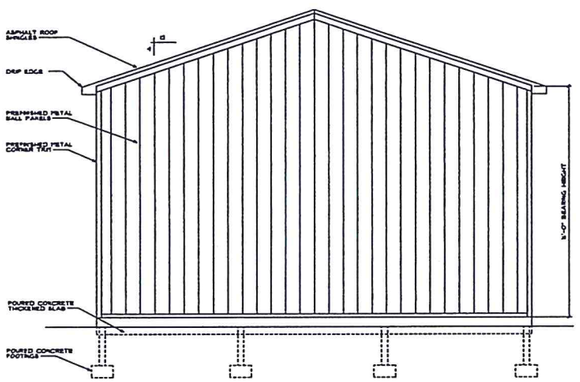


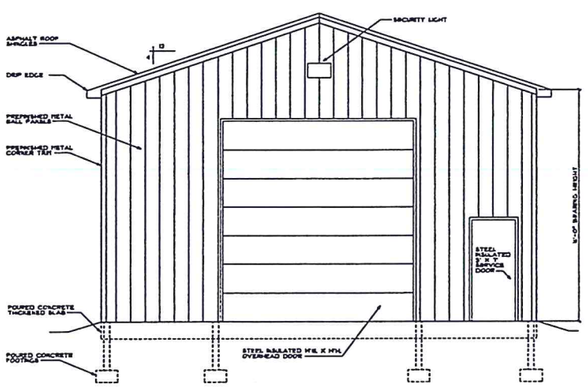
WALL SECTION (1/A1)
SCALE: 3/4" = 1'-0"



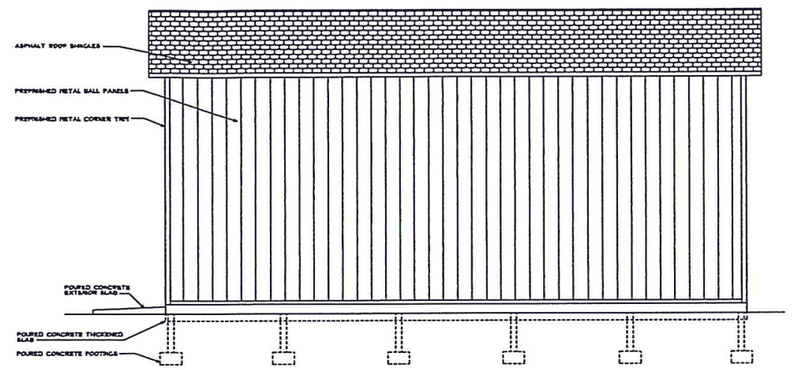
FRAMING DETAIL (2/A1)
SCALE: 3/4" = 1'-0"



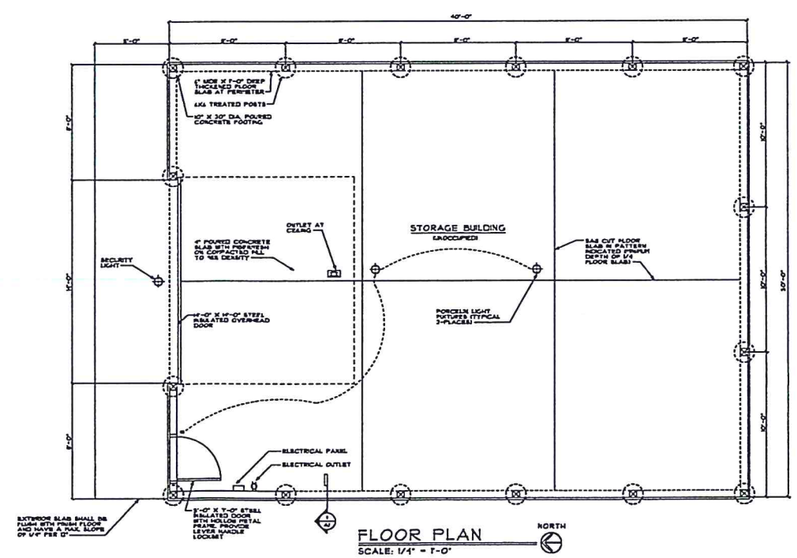
SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



NORTH ELEVATION
SCALE: 1/4" = 1'-0"



WEST ELEVATION
SCALE: 1/4" = 1'-0"



FLOOR PLAN
SCALE: 1/4" = 1'-0"

NORTH

DRAWN BY	T.L.S.	ISSUED	DATE
CHECKED	T.L.S.	CONSTRUCTION	9/1/14
APPROVED BY	T.L.S.		
DATE	9/1/14		
PRINT DATE			

ISSUED	DATE

SEIDELL ARCHITECTS
COMMERCIAL RESIDENTIAL INDUSTRIAL
114 W. FRONT AVE., STE. 201
POST OFFICE BOX 3.38
GAYLORD, MICHIGAN 49734
PHONE (989) 731-0372
FAX (989) 731-8932

PROJECT
STRAIGHT SIDES CONSTRUCTION
NEW POLE BUILDING - UNIT #15
SIDES DRIVE
GAYLORD, MICHIGAN 49735

PROJECT NO.
14-187

SHEET
A1

Letter of Representation

I, Dale J. Smith, authorize David M. Delaney, PLC to represent the interest of Northpark Units, LLC with respect to the application for a Special Use Permit for the development of storage condominium units.

Dated: 8/26/19

Northpark Units, LLC

By: Dale J. Smith
Dale J. Smith
Its: Member

OTSEGO COUNTY
PLANNING COMMISSION

PUBLIC HEARING NOTICE
October 21, 2019

The Otsego County Planning Commission will hold a public hearing on Monday, October 21, 2019 at 6:00 pm in the Planning and Zoning Meeting room located at 1322 Hayes Rd Gaylord, Michigan.

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

Dale Smith/North Park Units LLC, owner, represented by David Delaney, attorney, has requested a Special Use Permit/Site Plan Review for property located in Livingston Township at 175 Sides Dr Gaylord, MI 49735. The proposed use of the property is to create a site condominium with the construction of eighteen (18) storage buildings. The property is located in a B3/Business, Light Manufacturing Zoning District. Approval of a special use permit is needed for the site condominium classification.

Parcel identification number: **080-028-400-015-10**
175 Sides Dr
Gaylord, MI 49735

Legal Description:

REMAINDER OF PARENT: PT OF PAR 3 & 4, AS SURVEYED BY MITCHELL & ASSOC, FILE #965253 DATED 6/30/97, SEC 28 T31N R3W DESC AS: COMM AT THE E1/4 COR OF SD SEC 28, TH S00°01'03"W ALG THE E LN OF SD SEC 985.51', TH N89°14'49"W 1617.62' TO THE E'LY ROW OF DETROIT & MACKINAW RR, TH N05°23'10"W ALG SD E'LY ROW 529.29', TH S89°09'03"E 156.61' TO THE POB; TH CONT S89°09'03"E 598.79', TH S04°59'56"E 215.91', TH S84°56'33"W 270.01', TH 42.05' ALG THE ARC OF A CURVE TO THE RIGHT, SD CURVE HAVING A RADIUS OF 50.00', A DELTA ANGLE OF 48°11'23" AND A CHORD OF N70°57'46"W 40.82', TH 168.82' ALG THE ARC OF A CURVE TO THE LEFT, SD CURVE HAVING A RADIUS OF 85.00', DELTA ANGLE 113°47'38" AND CHORD OF S76°14'06"W 142.41', TH N46°22'23"W 237.17', TH N00°00'00"W 104.69' TO THE POB. CONT 3.01 AC M/L

2017 SPLIT FROM 080-028-400-015-08

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.

Exhibit 7

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

September 20, 2019

Livingston Township
PO Box 1848
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 Delaney, attorney to be present at your meeting, he can be notified at the following address:

David Delaney
PO Box 1771
Gaylord, MI 49734
989.731.1508

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,

Chris Churches
Planning & Zoning Director

cbw

encl

Exhibit 8

Christine Boyak-Wohlfeil

From: Steve Dipzinski <steven.a.dipzinski@gmail.com>
Sent: Thursday, October 10, 2019 8:06 PM
To: Christine Boyak-Wohlfeil; Christopher Churches
Subject: Livingston Twp Planning Commission

Motion on 10-8-19 at our meeting in regards to the storage buildings.

In reference to case number PZSU19-005 the Livingston township planning commission recommends to the county planning commission that the site plan and related materials be approved with one exception: that the map makes it clear as to how Sides drive and Sides park drive intersect.

Motion passed.

Thanks, any questions call me.

Steve Dipzinski
231-342-7082

Exhibit 9

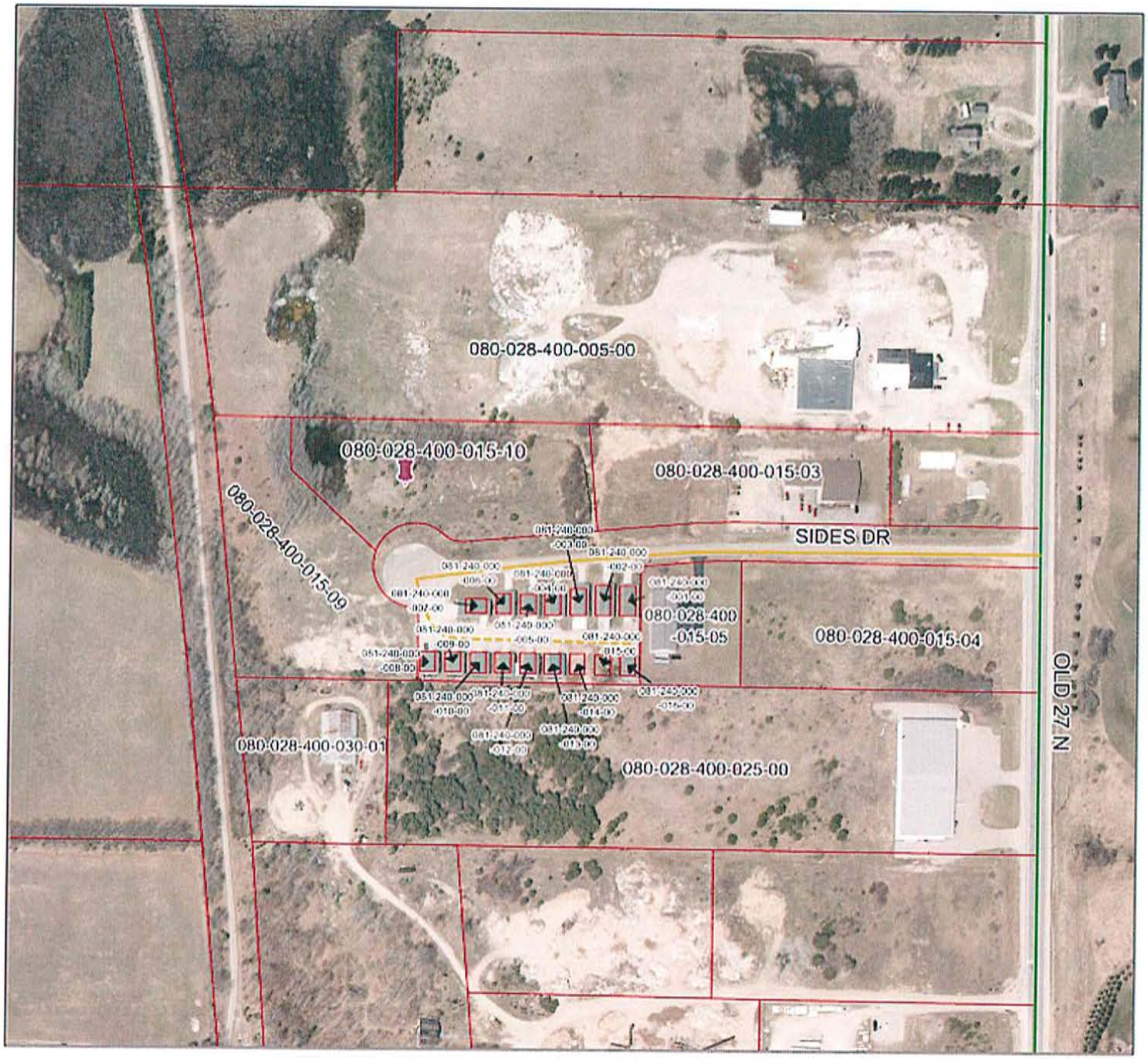
PZSU19-005 NORTH PARK UNITS 175 SIDES DR

080-028-400-015-10

OWNERS WITHIN THREE HUNDRED FEET (300')								
Parcel Number	Property Address	Owner	Mailing Address				Record Acres	Zoning Code
080-028-400-005-00	1430 OLD 27 N	MDC JACKSON LLC	05481 US-31 S	CHARLEVOIX	MI	49720	16.35	B-3
080-028-400-015-03	68 SIDES DR	JRF LLC	PO BOX 1866	GAYLORD	MI	49735	2.70	B-3
080-028-400-015-04		COUSINEAU, SHANE M & DAPHNE R	997 N CENTER AVE	GAYLORD	MI	49735	3.48	B-3
080-028-400-015-05	131 SIDES DR	THAMS FAMILY TRUST	97 HANDY RD	GROSSE POINTE	MI	48236	1.15	B-3
080-028-400-015-09	200 SIDES DR	ODS STORAGE LLC	119 FAIRVIEW RD	GAYLORD	MI	49735	3.25	B-3
080-028-400-015-10	175 SIDES DR	NORTH PARK UNITS LLC	PO BOX 309	GAYLORD	MI	49734	3.01	B-3
080-028-400-025-00	1258 OLD 27 N	COMMERCIAL PROPERTIES ASSOC LLP	26565 MILES RD STE 200	WARRENSVILLE HEIGHTS	OH	44128	10.0	B-3
080-028-400-030-01	1292 OLD 27 N	MASON TRUST	620 E MAIN ST	GAYLORD	MI	49735	2.23	B-3
081-240-000-001-00	150 NORTH PARK DR	RESPECKI, ADAM D	2044 HICKORYWOOD DR	GAYLORD	MI	49735	0.04	B-3
081-240-000-002-00	166 NORTH PARK DR	RICH-RICH	2913 MURNER RD	GAYLORD	MI	49735	0.04	B-3
081-240-000-003-00	176 NORTH PARK DR	GORNICK PROPERTIES INC	PO BOX 85	GAYLORD	MI	49734	0.04	B-3
081-240-000-004-00	186 NORTH PARK DR	ANDERSON TRUST	5275 GREENVIEW DR	GAYLORD	MI	49735	0.03	B-3
081-240-000-005-00	196 NORTH PARK DR	LANCASTER, THOMAS J & THOMAS J	2055 HICKORY WOOD DR	GAYLORD	MI	49735	0.03	B-3
081-240-000-006-00	204 NORTH PARK DR	COUSINEAU, DONALD P & MARLENE	994 CENTER AVE	GAYLORD	MI	49735	0.03	B-3
081-240-000-007-00	210 NORTH PARK DR	COUSINEAU, DONALD P & MARLENE	994 CENTER AVE	GAYLORD	MI	49735	0.03	B-3
081-240-000-008-00	235 NORTH PARK DR	RJD INC	827 MICHIGAN AVE	GAYLORD	MI	49735	0.03	B-3
081-240-000-009-00	223 NORTH PARK DR	STRAIGHT SIDES CONSTRUCTION, I	3466 PEANUT HILL RD	GAYLORD	MI	49735	0.03	B-3
081-240-000-010-00	213 NORTH PARK DR	ODS STORAGE LLC	119 FAIRVIEW RD	GAYLORD	MI	49735	0.03	B-3
081-240-000-011-00	203 NORTH PARK DR	NU ENERGY RESOURCES INC-SEATUG	PO BOX 1122	GAYLORD	MI	49734	0.03	B-3
081-240-000-012-00	195 NORTH PARK DR	REPP, EREMAL L	PO BOX 1722	GAYLORD	MI	49734	0.03	B-3
081-240-000-013-00	185 NORTH PARK DR	B ALLEN LLC	PO BOX 246	SPARTA	MI	49345	0.03	B-3
081-240-000-014-00	175 NORTH PARK DR	HALL, CRAIG J & MARYANNE Z	1786 SAW GRASS CT	GAYLORD	MI	49735	0.03	B-3
081-240-000-015-00	165 NORTH PARK DR	STRAIGHT SIDES CONSTRUCTION IN	3466 PEANUT HILL RD	GAYLORD	MI	49735	0.03	B-3
081-240-000-016-00	155 NORTH PARK DR	ABEL, FREDERICK D & JUDITH M	2404 BELLEWOOD DR	GAYLORD	MI	49735	0.03	B-3
	155 NORTH PARK DR	ANDERSON, GERALD F & CAROL M	5275 GREENVIEW DR	GAYLORD	MI	49735	0.03	B-3

Exhibit 10

PZSU19-005
NORTH PARK UNITS LLC - 175 SIDES DR
080-028-400-015-10



	081-240-000-001-00
080-028-400-005-00	081-240-000-002-00
080-028-400-015-03	081-240-000-004-00
080-028-400-015-04	081-240-000-005-00
080-028-400-015-05	081-240-000-006-00
080-028-400-015-08	081-240-000-007-00
080-028-400-025-00	081-240-000-008-00
080-028-400-030-01	081-240-000-010-00
	081-240-000-011-00
	081-240-000-012-00
	081-240-000-013-00
	081-240-000-014-00
	081-240-000-015-00
	081-240-000-016-00

Exhibit 10

PZSU19-005 Replaces PZSU16-001

OTSEGO COUNTY
1322 HAYES ROAD
Gaylord, MI 49735
(989) 731-7400
(989) 731-7419

Invoice For Permit: PZSU16-001

Print Date: 09/04/2019

RECEIPT NUMBER
01309181

Pay by Account In Full

Pay by Account In Full

DELANEY, DAVID M PLC
PO BOX 1771
GAYLORD MI 49734

$ 0.00

	Invoice No	Invoice Date	Permit Number	Address	Amount Due
	00050461	05/09/16	PZSU16-001	175 SIDES PARK DR	$ 0.00

Fee Details:	Quantity	Description	Amount Cost	Balance
	1.000	SPECIAL USE PERMIT/PC	$700.00	$ 0.00
Total Amount Due				$ 0.00

Exhibit 11

OTSEGO COUNTY
PLANNING COMMISSION

PZSU19-005
Special Use Permit/Site Plan Review
080-028-400-015-10

GENERAL FINDINGS OF FACT

1. This is a proposal for a site condominium to construct eighteen (18) individual storage buildings. *Exhibit #1, Exhibit #5*

2. The property is located in a B3/Business, Light Manufacturing Zoning District. *Exhibit #2*

3. The proposed use is a permitted use in a B3/Business, Light Manufacturing Zoning District with the approval of a special use permit for the site condominium classification. *Exhibit #3*

4. The proposed property is 3.01 acres. *Exhibit #4, Exhibit #14*

5. The property is currently under the ownership of North Park Units LLC – Dale Smith owner. *Exhibit #4*

6. North Park Storage Condominium, a site condominium with sixteen (16) individual storage buildings exists south of the proposed property on Sides Dr, also in a B3/Business, Light Manufacturing Zoning District. *Exhibit #2*

7. The name of the proposed site condominium will be North Park Units Condominium. *Exhibit #15, Exhibit #16*

8. The Master Deed and By-Laws for North Park Units Condominium have been submitted. *Exhibit #15, Exhibit #16*

9. The Public Hearing Notice was published in the Herald Times on October 4, 2019. *Exhibit #7*

10. The requirements of Article 27 of the Otsego County Zoning Ordinance have been met. *Exhibit #8, Exhibit #9*

11. All property owners within three hundred (300') feet were properly notified of the public hearing. *Exhibit #10*

12. 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*

13. The required fees have been collected by Otsego County Land Use Services. *Exhibit #11*

14. 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 #22*

15. Addresses for the eighteen (18) storage buildings have been assigned through the Otsego County Equalization Department. *Exhibit #17*

16. Approval letters for the proposed project have been received from Northwest Michigan Health Department, Otsego County Soil Conservation District, Otsego County EMS and Otsego County Fire Department. *Exhibit #18, Exhibit #19, Exhibit #20, Exhibit #21*

OTSEGO COUNTY
PLANNING COMMISSION

PZSU19-005
Special Use Permit/Site Plan Review
080-028-400-015-08

SPECIFIC FINDINGS OF FACT

FINDINGS UNDER ARTICLE 21 /SECTION 21.6

SECTION 21.6 DEVELOPMENT REGULATIONS

21.6.1 Definition

For purposes of this section and as used in the Otsego County Zoning Ordinance a Development shall be defined as Platted Subdivisions, Condominium Developments or any division of land that creates more lots or parcels on a parent parcel than is permitted under the Land Division Act.

21.6.2 Regulations

A development shall be reviewed pursuant to the Special Land Use regulations of Article 19 and shall conform to the following provisions in addition to all other applicable district provisions, except that the Planning Commission may waive the requirements of this Section for developments with fewer than ten (10) lots, parcels or units provided the Planning Commission makes a finding that doing so will not cause any significant public harm or harm to adjacent properties.

21.6.3 A development, shall comply with the applicable site development standards contained in Article 17 SCHEDULE OF DIMENSIONS, unless developed as a Planned Unit Development (PUD) subject to all regulations of Article 24.

21.6.4 Developments shall comply with all federal, state and county regulations regarding the provision of a potable water supply and waste disposal facilities.

21.6.5 Developments shall provide for dedication of easements to the appropriate public agencies for the purposes of construction, operation, maintenance, inspection, repair, alteration, replacement and/or removal of pipelines, conduits, mains and other installations of a similar character for the purpose of providing public utility services, including Conveyance of sewage, potable water and Storm water runoff across, through and under the property subject to said easement and excavation and refilling of ditches and trenches necessary for the location of such installations.

21.6.6 In addition to the materials required by Article 19 and Article 23 or Article 24 for PUDs if applicable, an application for a development shall include a development plan containing the following information:

21.8.6.1 Proposed use and occupancy restrictions as will be contained in the Deed Restrictions or the Master Deed.

21.8.6.2 All proposed deed restrictions which are conditions of the special use permit.

21.6.7 All provisions of the approved development plan shall be incorporated in the Deed Restrictions or in the Master Deed for the development, unless exceptions are permitted by the Planning Commission. Any proposed changes to the approved development plan shall be subject to review and approval by the County Planning Commission as a major amendment to a permit, subject to the procedures of Article 19 and Article 23 or Article 24 for PUDs if applicable.

21.6.8 All lots, parcels or units within a development project shall be marked with monuments as provided by State and County regulations.

21.6.8.1 The County Board of Commissioners may waive the placing of any of the required monuments and markers for a reasonable time, not to exceed one (1) year, on condition that the proprietor deposits with the County Clerk cash or a certified check, or irrevocable bank letter of credit naming to the municipality, whichever the proprietor selects, in an amount not less than one hundred dollars ($100.00) per monument and not less than five hundred dollars ($500.00) in total, except that lot corner markers shall be at the rate of not less than fifty dollars ($50.00) per marker. The performance guarantee shall be returned to the proprietor pursuant to the provisions of Section 25.6 upon receipt of a certificate by a licensed professional surveyor that the monuments and markers have been placed as required within the time specified.

*****SEE Site Plan - Master Deed/By-Laws – Approved Agency Letters Received**

FINDINGS UNDER ARTICLE 2

ARTICLE 2 CONSTRUCTION OF LANGUAGE AND DEFINITIONS

SECTION 2.2 DEFINITIONS

CONDOMINIUM PROJECT: Means a plan or project consisting of not less than two (2) condominium units if established and approved in conformance with the Condominium Act (Act 59, 1978).

CONDOMINIUM SUBDIVISION: A division of land on the basis of condominium ownership, which is not subject to the provisions of the Subdivision Control Act of 1967, Public Act 288 of 1967, as amended. Any "condominium unit", or portion thereof, consisting of vacant land shall be equivalent to the term "lot" for the purposes of determining compliance of a condominium subdivision with the provisions of this ordinance pertaining to minimum lot size, minimum lot width, and maximum lot coverage.

CONDOMINIUM SUBDIVISION PLAN: The drawings attached to the master deed for a condominium subdivision which describes the size, location, area, horizontal and vertical boundaries and volume of each condominium unit contained in the condominium subdivision, as well as the nature, location and size of common elements.

CONDOMINIUM UNIT: Means that portion of a condominium project or condominium subdivision which is designed and intended for separate ownership and use, as described in the master deed, regardless of whether it is intended for residential, office, industrial, business, recreational, use as a time-share unit, or any other type of use. A condominium unit may consist of either vacant land or space which either encloses or is enclosed by a building structure.

FINDINGS UNDER ARTICLE 12/SECTION 12.1

ARTICLE 12 B3 BUSINESS, LIGHT MANUFACTURING DISTRICT

INTENT

The B3 District is designed to provide sites for light manufacturing and wholesale storage and as a distribution area to retail stores or industrial users. These sites do not necessarily have to abut or be adjacent to a primary or secondary County road but must have access to these roads without passing through a residential district, provided that the entrance and exit is approved in written form by the County Road Commission.

SECTION 12.1 PRINCIPAL USES PERMITTED

12.1.1 Wholesale sales, storage and distribution facilities including accessory retail sales, but excluding storage of flammable or hazardous materials

12.1.2 Truck and rail freight terminals, including warehousing

12.1.3 Vehicle service and storage centers for trucks, watercraft, truck trailers and miscellaneous motorized vehicles

12.1.4 Outside storage yards, provided proper fencing is provided per Article 21.10

12.1.5 Lumber yards, building and construction material suppliers

12.1.6 Bottling works, food packaging and freezer plants

12.1.7 Welding, jobbing, plastic, wood, machine and fabrication shops

12.1.8 Community service facilities (public library, offices operated through public funds, etc)

12.1.9 Equipment reconditioning indoors on an impervious surface

12.1.10 Essential services buildings

12.1.11 Flea markets

12.1.12 Sawmills and forest product processing

12.1.13 Fuel storage and wholesale uses with underground storage tanks

12.1.14 Monument and art stone product operations

12.1.15Nursery sales and greenhouses

12.1.16 Public works garages

12.1.17 Indoor archery range

12.1.18 Indoor rifle or pistol ranges

12.1.19 Construction and utility service contractors storing heavy equipment

12.1.20 Storage buildings consisting of building(s) with the purpose of commercial and/or private storage (A storage building shall not be used in any form as a residence.)

12.1.21 Agricultural chemicals and supplies in an enclosed building…

*****Permitted use in B3 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

*****Access Requirements Met - See Master Plan**

FINDINGS UNDER ARTICLE 21 /SECTION 21.10

SECTION 21.10 FENCES
Amended 7.10.2018

21.10.1 Permit Required

A Fence Permit shall not be required when all applicable sections and regulations of this ordinance have been met.

21.10.2 Fence Regulations:

21.10.2.1 A fence in the Front Yard shall not exceed a height of three and one-half feet (3.5') 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.

21.10.2.2 A fence along any side lot line may extend to the front property line except that it shall not exceed a height of three and one-half feet (3.5') from the front property line back twenty-five feet (25') 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.

21.10.2.3 A fence in the Side and Rear Yards cannot exceed a height of seven feet (7') except as noted in Section 21.10.2.1.

21.10.2.4 A fence may be located at or along an adjoining property line. Adequate space shall be allotted to permit access for maintenance without trespass.

21.10.2.5 A fence in any platted subdivision, residential development or residential zoning district shall not contain barbed wire or be electrified.

21.10.2.6 A fence must be structurally sound and kept in good repair. There should be no evidence of deterioration, damaged or collapsing pieces.

21.10.2.7 Comply with Section 21.10.3.

21.10.3 Fences-Maximum Heights:

Fences designed to enclose property in any district shall be subject to the following table of regulations:

Yards	Height
Front of site, parallel with the principal roadway	3.5 ft.
Rear	7.0 ft.
Side Side with front yard setbacks of 25-50 ft.	7.0 ft. 3.5 ft.
Game Preserves	Special Use Permit Required
Junk Yard	8.0 ft.
Recycling Facility	8.0 ft.

*****Fencing: Not Applicable**

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**

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

TABLE II STANDARD PLANT MATERIAL REQUIREMENTS							
Plant Material Requirements				Vegetation Types			
Type	Plant Material Reductions with: 6' Wall	3' Berm	Buffer Width	Canopy Trees	Flowering Trees or Large Shrubs	Shrubs	Evergreens & Conifers
A	.50	.75					
			10'	1	1	4	
			15' or more	1	1	3	
B	.50	.75					
			10'	3	3	6	2
			15' or more	2	2	5	1
C	.65	.80					
			10'	4	3	19	4
			15'	3	2	15	3
			20'	2	2	15	1
			25'	3	2	15	1
			30'	3	2	15	2
			35'	3	2	15	2
			40'	3	2	15	3
D	.75	.85					
			15'	1	4	32	1
			20'	2	4	30	1
			25'	3	4	30	1
			30'	3	5	30	2
			35'	3	5	30	2
			40'	3	5	30	3
			45'	4	6	30	4
E	NA	NA					
			20'	2	4	38	1
			25'	3	4	38	1
			30'	3	5	38	2
			35'	3	5	38	2
			40'	3	5	38	3
			45' or more	5	6	30	4

Minimum width of buffer with masonry wall = ten (10') feet

ALL PLANT QUANTITIES ARE PER ONE HUNDRED (100) LINEAR FEET, less the distance required for vehicle access to the property.

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 Requirements: Conditional – See Site Plan – Condominium By-Laws (ii) Uses Permitted pg. 20(o)**

FINDINGS UNDER SECTION 21.38

SECTION 21.38 SIGNS AND BILLBOARDS

Amended 3.29.2018

INTENT:

The sign standards contained in this Ordinance are declared to be necessary to protect the general health, safety, and welfare of the citizens of Otsego County.

It is the intent of this regulation to insure a degree of standardization in signage throughout the county, to insure the safety of pedestrians and motorists who must drive or otherwise negotiate installed signage and motorists who depend on the visibility of a sign's message to safely arrive at an intended destination. Standardization will preserve the aesthetics, appearance and functionality of all installed signage.

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:

Sign plans shall be reviewed for approval, conditional approval or rejection by the Zoning Administrator. For disagreements with the rulings of the Zoning Administrator, the applicant may appeal to the Zoning Board of Appeals, who in such instances has final authority on the sign plan.

The standards in this Article are determined to be the minimum necessary to achieve the above stated purposes. Compliance with this Section does not relieve the applicant from the responsibility of compliance with other local, state or federal sign regulations, nor does the issuance of a Sign Permit grant permission to the applicant to place signs on any property, including road rights-of-way, other than property owned or otherwise legally under the control of the applicant. The issuance of a Sign Permit only assures the applicant that

the sign meets the requirements of the County Zoning Ordinance.

21.38.1 Signs Authorized and Requiring a Permit

All applications for a Sign Permit shall first be submitted to the Zoning Administrator. Before any permit is granted for the erection of a sign or sign structure requiring such permit, construction documents shall be filed with the Zoning Administrator showing the dimensions, materials and required details of construction, including loads, stresses, anchorage and any other pertinent data. The permit application shall be accompanied by the written consent of the owner or lessee of the premises upon which the sign is to be erected and by engineering calculations signed by a registered design professional. The Zoning Administrator may issue such permits when all applicable provisions of this Ordinance have been met.

21.38.1.1 Accessory Signs

21.38.1.1.1 Districts: R1, R2, R3, RR

Number Allowed:	One (1)
Maximum Height:	Eight feet (8')
Measured:	From the average grade at the base of the sign to the top of the sign support.
Maximum Size:	15 sq. ft.

21.38.1.1.2 Districts: AR, FR

Number Allowed:	One (1)
Maximum Height:	Eight feet (8')
Measured:	From the average grade at the base of the sign to the top of the sign support.
Maximum Size:	32 sq. ft.

21.38.1.1.3 Districts: B1, B2, B3, HX, I

Number Allowed:	Two (2) with the following **four (4) regulations:**
Regulation 1:	One (1) sign shall be affixed to or be within two feet (2') of and be parallel with the wall of the main building.
Maximum Size:	Signs mounted on and parallel with the wall of the main building shall not exceed a total surface area of fifteen percent (15%) of the mounting wall. If a premise contains walls facing more than one property line or encompasses property frontage bounded by more than one street or other property usages, the sign area(s) for each building wall or property frontage will be computed separately for each building wall or property line facing a different frontage. The sign area(s) thus calculated shall be permitted to then be applied to permitted signs placed on each separate wall or property line frontage.
Regulation 2:	One (1) sign may be a freestanding sign.
Maximum Height:	Twelve feet (12')
Maximum Size:	56 sq. ft. and length shall not be longer than three (3) times its width.
Regulation 3:	One (1) sign may be a pylon sign.
Maximum Height:	Thirty-five feet (35')
Maximum Size:	Sign Specifications must be prepared by a design professional and must comply with any Airport Zoning Ordinance and the Tall Structures Act. Pylon Signs approved and installed before the date of this ordinance change shall be allowed provided they exhibit structural integrity, are safe and well maintained.
Regulation 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. Where multiple windows are installed, signage may not be aggregated to cover any window one hundred percent (100%) restricting all visibility from the interior and exterior. Signage may cover no more than fifty percent (50%) of the window on the horizontal and vertical dimension. Total coverage for multiple window panels will not change.

21.38.1.1.4

Signs for shopping centers or other commercial developments with two (2) or more units developed as offices, office service units, research facilities, manufacturing facilities, retail spaces with multiple stores, commercial PUD's, large retail stores with a building area over 100,000 sq. ft. or other commercial developments requiring Special Use Approval and which have a common off street parking and a common entrance or entrances may install accessory signs in accordance with the following **six (6) regulations:**

Regulation 1: Signs which direct traffic movement within a property and which do not exceed 4 sq. ft. in area for each sign are permitted.

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

- **a.** The freestanding 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 100 sq. ft.
- **c.** Freestanding signs shall not exceed a height of thirty feet (30') measured from the average grade at the base of the sign to the top of the horizontal sign frame supporting the sign face.

d. Tenants of the shopping center or the owner of outlets included with the development plan or PUD shall not be permitted individual freestanding signs, except gas stations as noted below:

Regulation 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 signage wall.

Regulation 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. Where multiple windows are installed, signage may not be aggregated to cover any window one hundred percent (100%) restricting all visibility from the interior and exterior. Signage may cover no more than fifty percent (50%) of the window on the horizontal or vertical dimension.

Regulation 5: An automobile service station located on an outlet or an individual lot within the development or PUD may have 1 freestanding sign in addition to the freestanding sign utilized for the development. The freestanding 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 21.38.1.1.3 above.

Regulation 6: Signs proposed for installation along MDOT regulated highways designed to advertise a specific business location must be permitted in accordance with current MDOT Regulation 225. A specific time requirement for the developed site is required and is usually two (2) years. A business sign is a sign designed to advertise a particular business location rather than being used for general outdoor advertising not necessarily specific to a particular business.

Billboards or signage also referred to as outdoor advertising or outdoor highway advertising are permitted and controlled by MDOT under sections of MDOT Regulation 225. A valid permit and sign approval is required prior to construction of a billboard designed for general outdoor advertising.

21.38.2 Non-Accessory Signs and Billboards

21.38.2.1

Billboards, poster boards and non-accessory signs may be permitted in B2, B3 and I Districts provided the area of the sign does not exceed an area of 200 sq. ft. in B2 and B3 Districts and 300 sq. ft. 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.

21.38.3 Sign Lighting [Also See Section 21.19 Lighting Outdoor]

21.38.3.1

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 set back a minimum of ten feet (10') from all road right-of-ways and seventy-five feet (75') 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 exceed (10278 Lumens) (685W Incandescent light bulb) (114W Florescent/LED) per square meter, or does not exceed (342 Lumens) (25W Incandescent light bulb)(6.23W Florescent/LED) per square meter at all other times.

Signs that are externally illuminated shall have the light mounted on 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 such that reflected luminance does not exceed (342 Lumens) (25W Incandescent light bulb)(6.23W Florescent/LED) per square meter.

21.38.4 Signs Prohibited

21.38.4.1 No signs or sign structure shall be erected at the intersection of any street in such a manner as to obstruct free and clear vision, or at any location where by its position, shape or color it may interfere with or obstruct the view of or be confused with any authorized traffic sign, signal or device

21.38.4.2 No signs shall be attached to any utility pole, light standard, street tree or any other public facility located within the public right-of-way.

21.38.4.3 No signs which blink, flash, or are animated by lighting in any fashion that would cause such signs to have the appearance of traffic safety signs and lights, or municipal vehicle warnings from a distance.

21.38.4.4 No 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 sixty (60) seconds shall not be considered flashing, intermittent or moving and shall be allowed.)

21.38.4.5 No signs with moving or revolving parts.

21.38.4.6 No signs attached to, or placed on, a vehicle or trailer parked on public or private property, except for signs meeting the following **three (3) regulations:**

Regulation 1: The primary purpose of such a vehicle or trailer is not the display of signs.
Regulation 2: The signs are magnetic, decals or painted upon an integral part of the vehicle or equipment as originally designed by the manufacturer, and does not break the silhouette of the vehicle.
Regulation 3: The vehicle or trailer is in operating condition, currently registered and licensed to operate on public streets where applicable, and actively used or available for use in the daily function of the business to which such signs relate.

21.38.4.7 Vehicles and trailers are not to be used primarily as static displays, advertising a product or service, nor utilized as storage, shelter or distribution points for commercial products or services for the general public.

21.38.4.8 A sign that no longer advertises or identifies a use conducted on the property on which said sign is erected must have the sign covered or removed within fourteen (14) days after written notification from the Zoning Administrator.

21.38.5 Signs Authorized and Not Requiring a Permit

21.38.5.1 Official notices, authorized by a court, public body or public safety official

21.38.5.2 Directional, warning or information signs authorized by federal, state or municipal governments

21.38.5.3 Memorial plaques, building identification signs and building cornerstones where cut or carved into a masonry surface or where made of noncombustible material and made an integral part of the building or structure.

21.38.5.4 The flag of a government or noncommercial institution, such as a school.

21.38.5.5 Religious symbols and seasonal decorations within the appropriate public holiday season

21.38.5.6 Works of fine art displayed in conjunction with a commercial enterprise where the enterprise does not receive direct commercial gain

21.38.5.7 Street address signs and combination nameplate and street address signs that contain no advertising copy and which do not exceed 6 sq. ft. in area

21.38.5.8 The changing or maintenance or components of an approved existing sign that is designed for such changes, or the changing of copy, business names, lettering, sign faces, colors, display and/or graphic matter, or the content of any sign shall not be deemed a structural alteration.

21.38.5.9 Bulletin Boards that do not exceed 15 sq. ft. for churches, public and semi-public institutions and/or school

21.38.5.10 Temporary signs not exceeding 10 sq. ft. 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.

21.38.5.11 Accessory directional signs affixed to the building and not exceeding 2 sq. ft., such as but not necessarily limited to: Boiler Room, Entrance, Exit, Garage, Loading Dock, Low Clearance, Office, Service, Warehouse and the like.

21.38.5.12 Maximum of two (2) accessory properties directional signs each not to exceed 2 sq. ft. identifying or directing to the following: Entrance, Exit, No Parking, Visitors Parking, Other Traffic Flow Directions, and similar Functional Signs

21.38.5.13 Temporary advertising banners that are flexible (made of canvas, plastic composite etc.) meant to be attached to a fixed commercial building structure which is currently occupied. All banners may not exceed 32 sq. ft. and must be maintained in good condition while displayed.

21.38.5.14 Political signs shall be permitted in all zoning districts with the following **three (3) regulations**:

Regulation 1: Such signs shall follow the Accessory Signs restrictions as it relates to each individual Zoning District.
Regulation 2: Such signs for election candidate or ballot propositions shall be displayed only for a period of sixty (60) days preceding the election and shall be removed within ten (10) days after the election, provided that signs promoting successful candidates or ballot propositions in a primary election may remain displayed until not more than ten (10) days after the general election.
Regulation 3: Such signs shall not be placed in any public right-of-way or obstruct traffic visibility.

21.38.6 Placement of Signs and Setbacks

21.38.6.1 Signs in Rights-of-Way

No sign other than an official traffic sign shall be erected within any public right-of-way unless specifically authorized by other ordinances or regulations of this jurisdiction or by specific authorization of the code official.

21.38.6.2 Sign and Setbacks

Signs in any zoning district must be placed at least two feet (2') back from any right of way and any lot line.

21.38.7 Off-Premises Directory Sign – Private

21.38.7.1

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-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 15 sq. ft. Community directional signs serving more than one (1) use may be permitted to a maximum size of 32 sq. ft.

21.38.8 Approval Authority

21.38.8.1

The Zoning Administrator shall review and act upon site plans except where a Special Use Permit is required. Site Plans for a 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.

*****Signage Requirements Met**

FINDINGS UNDER SECTION 21.40

SECTION 21.40 SOIL EROSION AND SEDIMENTATION CONTROL, STORM WATER MANAGEMENT

No zoning permit shall be issued until any required Soil Erosion and Sedimentation Control permits and/or Storm Water Management permits have been obtained.

*****Storm Water Requirements Met**

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: Not Applicable – See Condominium By-Laws (iii) Outdoor Storage pg. 21**

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 have been Met**

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

SECTION 19.8 - CONDITIONS

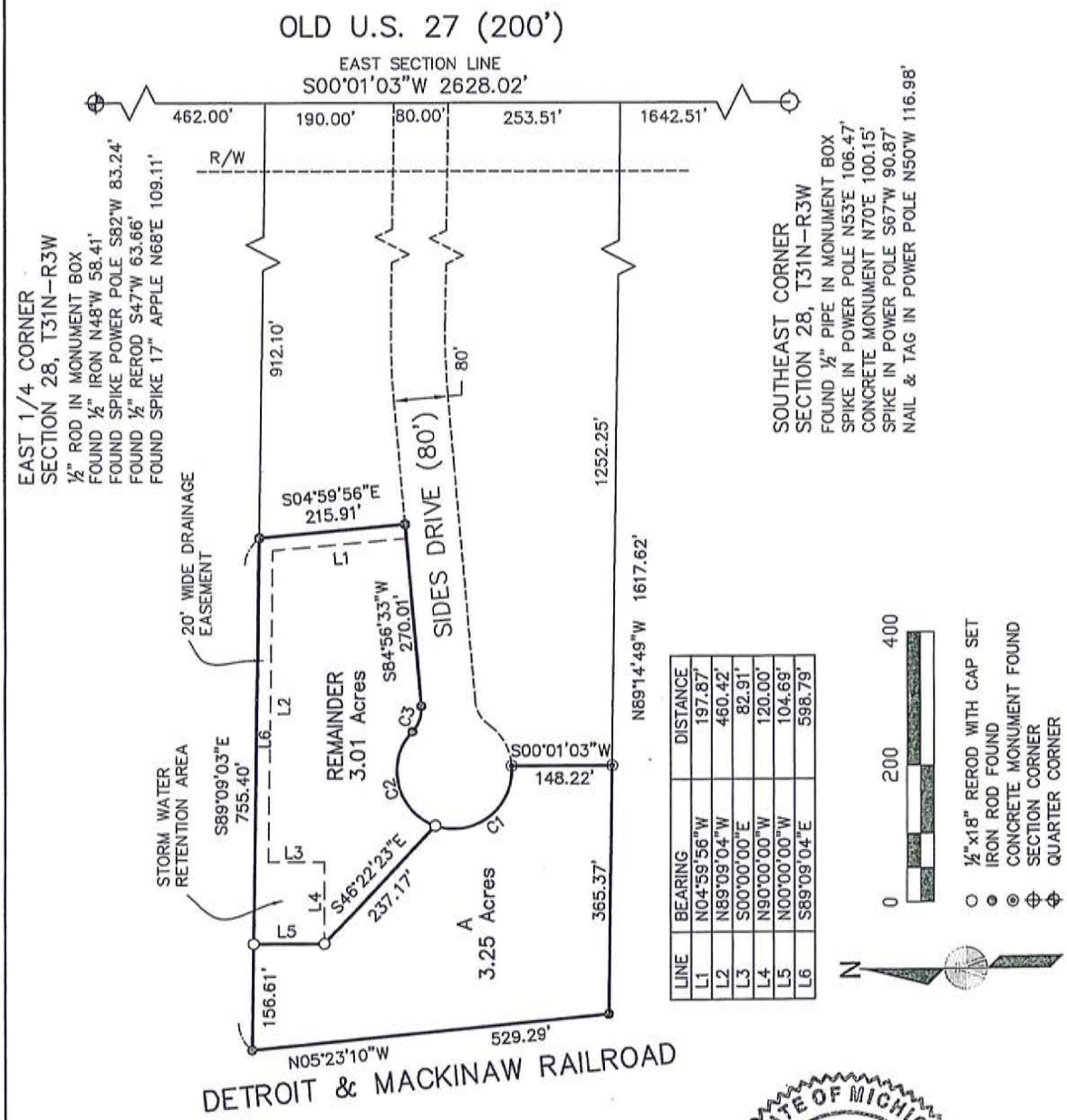
The Planning Commission may attach reasonable conditions to the approval of a special use permit. These conditions may include those necessary to insure that public services and facilities affected by a proposed special land use will be capable of accommodating increased service and facility loads caused 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.

CERTIFICATE OF SURVEY



LINE	BEARING	DISTANCE
L1	N04°59'56"W	197.87'
L2	N89°09'04"W	460.42'
L3	S00°00'00"E	82.91'
L4	N90°00'00"W	120.00'
L5	N00°00'00"W	104.69'
L6	S89°09'04"E	598.79'

CURVE DATA
C1:
RADIUS 85.00'
ARC LENGTH 168.82'
DELTA 113°47'38"
CHORD S37°33'22"E 142.41'

CURVE DATA
C2:
RADIUS 85.00'
ARC LENGTH 168.82'
DELTA 113°47'38"
CHORD S76°14'06"W 142.41'

CURVE DATA
C3:
RADIUS 50.00'
ARC LENGTH 42.05'
DELTA 48°11'23"
CHORD N70°57'46"W 40.82'

STATE OF MICHIGAN
RONALD C. BRAND
Professional Surveyor
No. 43046
LICENSED PROFESSIONAL SURVEYOR

Brand Land Surveying LLC
Ronald C. Brand
Professional Surveyor No. 43046

ERROR OF CLOSURE IS < 1 / 5000 BASIS OF BEARING: RECORD BEARING ON EAST SECTION LINE

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989-732-8077
www.brandlandsurveying.com

I, Ronald C. Brand, a Licensed Professional Surveyor in the State of Michigan, hereby certify that I have surveyed and mapped the above parcel of land; That the ratio of closure of the unadjusted field observations was within the accepted limits and that I have fully complied with the requirements of P.A. 132 of 1970.

Alteration of any part of this document without the permission of Brand Land S

CLIENT: Dale Smith

LOCATION:
Section 28, T31N, R3W
Livingston Township
Otsego County

FLD. BK. 5122 PG. 35

DATE: 3/21/2016

FILE NO. 165042

Exhibit 14

CERTIFICATE OF SURVEY

A parcel of land situated in the Township of Livingston, County of Otsego, State of Michigan, described as:

PARCEL A:
Part of Parcel 3 and 4, as surveyed by Mitchell & Associates, file # 965253 dated 6/30/97, Section 28, Town 31 North, Range 3 West, described as: Commencing at the East one-quarter corner of said Section 28; thence South 00°01'03" West, along the East line of said section, 985.51 feet; thence North 89°14'49" West 1252.25 feet to the Point of Beginning; thence continuing North 89°14'49" West 365.37 feet to the Easterly right-of-way of Detroit & Mackinaw Railroad; thence North 05°23'10" West, along said Easterly right-of-way, 529.29 feet; thence South 89°09'03" East 156.61 feet; thence South 00°00'00" East 104.69 feet; thence South 46°22'23" East 237.17 feet; thence 168.82 feet along the arc of a curve to the left, said curve having a radius of 85.00 feet, a delta angle of 113°47'38" and chord of South 37°33'22" East 142.41 feet; thence South 00°01'03" West, parallel with the East line of said section, 148.22 feet to the Point of Beginning. The above described parcel contains 3.25 acres of land, more or less.

SUBJECT TO AND TOGETHER WITH an 80 Foot Wide Private Road Right-of-Way being Part of the Northeast one-quarter of the Southeast one-quarter of Section 28, Town 31 North, Range 3 West, Township of Livingston, County of Otsego, State of Michigan, and described as follows, to-wit:
Commencing at the East one-quarter corner of said Section 28; thence South 00°01'03" West, along the East line of said Section 28, 652.00 feet to the Point of Beginning; thence continuing South 00°01'03" West along said East line of Section 28, 80.0 feet; thence North 89°09'03" West 596.18 feet; thence 110.95 feet along the arc of a curve to the left having a delta angle of 05°54'24", radius 1076.20 feet, long chord bearing and distance of South 87°53'45" West 110.89 feet; thence South 84°56'33" West 451.45 feet; thence 42.05 feet along the arc of a curve to the left having a delta angle of 48°11'23", radius 50.00 feet, long chord bearing and distance of South 60°50'51" West 40.82 feet; thence 410.02 feet along the arc of a curve to the right having a delta angle of 276°22'46", radius 85.00 feet, long chord bearing and distance of North 05°03'24" West 113.33 feet; thence 42.05 feet along the arc of a curve to the left having a delta angle of 48°11'23", radius 50.00 feet; long chord bearing and distance of South 70°57'39" East 40.82 feet; thence North 84°56'33" East 451.45 feet; thence 119.20 feet along the arc of a curve to the right having a delta angle of 05°54'24", radius 1156.20 feet, long chord bearing and distance of North 87°53'45" East 119.14 feet; thence South 89°09'03" East 593.42 feet to the Point of Beginning.

ALSO SUBJECT TO AND TOGETHER WITH a Drainage Easement being Part of the Northeast one-quarter of the Southeast one-quarter of Section 28, Town 31 North, Range 3 West, Township of Livingston, County of Otsego, State of Michigan, and described as follows, to-wit: Beginning at the East one-quarter corner of said Section 28; thence South 00°01'03" West, along the East line of said Section 28, 652.00 feet; thence North 89°09'03" West 593.42 feet; thence 119.20 feet along the arc of a curve to the left having a delta angle 05°54'24"; radius 1156.20 feet, long chord bearing and distance of South 87°53'45" West 119.14 feet; thence South 84°56'33" West 181.44 feet to the Point of Beginning; thence continuing South 84°56'33" West 20.00 feet; thence North 04°59'56" West 197.87 feet; thence North 89°09'03" West 460.42 feet; thence South 00°00'00" West 82.91 feet; thence North 90°00'00" West 120.00 feet; thence North 00°00'00" East 104.69 feet; thence South 89°09'03" East 598.79 feet; thence South 04°59'56" East 215.91 feet to the Point of Beginning.

SUBJECT TO All agreements, covenants, easements and restrictions of record, if any.

STATE OF MICHIGAN
RONALD C. BRAND
Professional Surveyor
No. 43046
LICENSED PROFESSIONAL SURVEYOR

Brand Land Surveying LLC
Ronald C. Brand
Professional Surveyor No. 43046

Brand Land Surveying LLC
533 Greenfield Drive
Gaylord, Michigan 49735
989-732-8077
www.brandlandsurveying.com

I, Ronald C. Brand, a Licensed Professional Surveyor in the State of Michigan, hereby certify that I have surveyed and mapped the above parcel of land; That the ratio of closure of the unadjusted field observations was within the accepted limits and that I have fully complied with the requirements of P.A. 132 of 1970.

Alteration of any part of this document without the permission of Brand Land Surveying LLC is prohibited

CLIENT: Dale Smith
LOCATION:
Section 28, T31N, R3W
Livingston Township
Otsego County
FLD. BK. 5122 PG. 35
DATE: 3/21/2016
SHEET 2 OF 3 FILE NO. 165042

CERTIFICATE OF SURVEY

A parcel of land situated in the Township of Livingston, County of Otsego, State of Michigan, described as:

REMAINDER OF PARENT PARCEL:
Part of Parcel 3 and 4, as surveyed by Mitchell & Associates, file # 965253 dated 6/30/97, Section 28, Town 31 North, Range 3 West, described as: Commencing at the East one-quarter corner of said Section 28; thence South 00°01'03" West, along the East line of said section, 985.51 feet; thence North 89°14'49" West 1617.62 feet to the Easterly right-of-way of Detroit & Mackinaw Railroad; thence North 05°23'10" West, along said Easterly right-of-way, 529.29 feet; thence South 89°09'03" East, 156.61 feet to the Point of Beginning; thence continuing South 89°09'03" East 598.79 feet; thence South 04°59'56" East 215.91 feet; thence South 84°56'33" West 270.01 feet; thence 42.05 feet along the arc of a curve to the right, said curve having a radius of 50.00 feet, a delta angle of 48°11'23" and chord of North 70°57'46" West 40.82 feet; thence 168.82 feet along the arc of a curve to the left, said curve having a radius of 85.00 feet, delta angle 113°47'38" and chord of South 76°14'06" West 142.41 feet; thence North 46°22'23" West 237.17 feet; thence North 00°00'00" West 104.69 feet to the Point of Beginning. The above described parcel contains 3.01 acres of land, more or less.

SUBJECT TO AND TOGETHER WITH an 80 Foot Wide Private Road Right-of-Way being Part of the Northeast one-quarter of the Southeast one-quarter of Section 28, Town 31 North, Range 3 West, Township of Livingston, County of Otsego, State of Michigan, and described as follows, to-wit:
Commencing at the East one-quarter corner of said Section 28; thence South 00°01'03" West, along the East line of said Section 28, 652.00 feet to the Point of Beginning; thence continuing South 00°01'03" West along said East line of Section 28, 80.0 feet; thence North 89°09'03" West 596.18 feet; thence 110.95 feet along the arc of a curve to the left having a delta angle of 05°54'24", radius 1076.20 feet, long chord bearing and distance of South 87°53'45" West 110.89 feet; thence South 84°56'33" West 451.45 feet; thence 42.05 feet along the arc of a curve to the left having a delta angle of 48°11'23", radius 50.00 feet, long chord bearing and distance of South 60°50'51" West 40.82 feet; thence 410.02 feet along the arc of a curve to the right having a delta angle of 276°22'46", radius 85.00 feet, long chord bearing and distance of North 05°03'24" West 113.33 feet; thence 42.05 feet along the arc of a curve to the left having a delta angle of 48°11'23", radius 50.00 feet; long chord bearing and distance of South 70°57'39" East 40.82 feet; thence North 84°56'33" East 451.45 feet; thence 119.20 feet along the arc of a curve to the right having a delta angle of 05°54'24", radius 1156.20 feet, long chord bearing and distance of North 87°53'45" East 119.14 feet; thence South 89°09'03" East 593.42 feet to the Point of Beginning.

ALSO SUBJECT TO AND TOGETHER WITH a Drainage Easement being Part of the Northeast one-quarter of the Southeast one-quarter of Section 28, Town 31 North, Range 3 West, Township of Livingston, County of Otsego, State of Michigan, and described as follows, to-wit: Beginning at the East one-quarter corner of said Section 28; thence South 00°01'03" West, along the East line of said Section 28, 652.00 feet; thence North 89°09'03" West 593.42 feet; thence 119.20 feet along the arc of a curve to the left having a delta angle 05°54'24"; radius 1156.20 feet, long chord bearing and distance of South 87°53'45" West 119.14 feet; thence South 84°56'33" West 181.44 feet to the Point of Beginning; thence continuing South 84°56'33" West 20.00 feet; thence North 04°59'56" West 197.87 feet; thence North 89°09'03" West 460.42 feet; thence South 00°00'00" West 82.91 feet; thence North 90°00'00" West 120.00 feet; thence North 00°00'00" East 104.69 feet; thence South 89°09'03" East 598.79 feet; thence South 04°59'56" East 215.91 feet to the Point of Beginning.

SUBJECT TO All agreements, covenants, easements and restrictions of record, if any.

STATE OF MICHIGAN
RONALD C. BRAND
Professional Surveyor No. 43046
LICENSED PROFESSIONAL SURVEYOR

Brand Land Surveying LLC
Ronald C. Brand
Professional Surveyor No. 43046

Brand Land Surveying LLC
533 Greenfield Drive
Gaylord, Michigan 49735
989-732-8077
www.brandlandsurveying.com

I, Ronald C. Brand, a Licensed Professional Surveyor in the State of Michigan, hereby certify that I have surveyed and mapped the above parcel of land; That the ratio of closure of the unadjusted field observations was within the accepted limits and that I have fully complied with the requirements of P.A. 132 of 1970.

Alteration of any part of this document without the permission of Brand Land Surveying LLC is prohibited

CLIENT: Dale Smith
LOCATION:
Section 28, T31N, R3W
Livingston Township
Otsego County
FLD. BK. 5122 PG. 35
DATE: 3/21/2016
SHEET 3 OF 3 FILE NO. 165042

See Attached

OTSEGO COUNTY EQUALIZATION DEPARTMENT

800 Livingston Blvd Ste 1-D
Gaylord, MI 49735
Phone: (989) 731-7410 Fax: (989) 731-7418

APPLICATION FOR STREET ADDRESS

THERE IS A **$25.00** CHARGE FOR A PROPERTY ADDRESS

Date 4/10/2017

Property Owner D&M Greentree LLC - Sides

Applicant or Contractors Name Ronald Brand ( ) Fax#

Current Mailing Address 533 Greenfield Drive (989) 732-8077 (989) 732-8077
Street Apt # Phone # Fax#
Gaylord MI 49735
City State Zip

Property Code Number 69 - 080 - 028 - 400 - 015 - 10

Is this parcel part of a property split occurring since the first of January?
Yes ___ No X If yes, please include date of land division approval _____ Date

Type of Structure to be Built: (Check one)
☐ Home ☐ Pole Building ☐ Commercial/Industrial
☐ Garage ☐ Temporary Electrical ☐ Tower/Well Site ☒ Other 18 pole barn storage units

Approximate Start of Construction Date: 6 / 1 / 2017

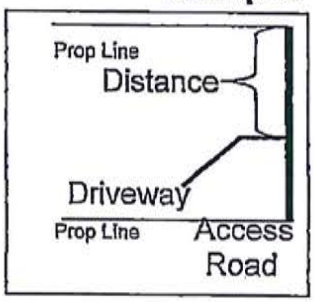
Name of Access Road ~~Sides Drive~~ Sides Court Street

Signature of Applicant [signature]

BRIEFLY SKETCH PROPERTY BOUNDARIES AND LOCATION OF THE DRIVEWAY
PLEASE INCLUDE DISTANCE OF DRIVEWAY FROM PROPERTY LINES

See attached:
Certificate of Survey (3 pages)
Preliminary Site Plan (1 page)

Example:



OFFICE USE: rev.2/05
OFFICIAL HOUSE NUMBER ASSIGNED TO THIS PARCEL: Sides Park Dr.
DATE ASSIGNED: _____ POST OFFICE: _____

Exhibit 17

unty of Otsego, State of Michigan, described as:

tes, file # 965253 dated 6/30/97, Section 28, Town 31 North, Range 3 West, described as: Commencing at the East one-quarter corner of said line of said section, 985.51 feet; thence North 89°14'49" West 1617.62 feet to the Easterly right-of-way of Detroit & Mackinaw Railroad; thence 9.29 feet; thence South 89°09'03" East, 156.61 feet to the Point of Beginning; thence continuing South 89°09'03" East 598.79 feet; thence South 170.01 feet; thence 42.05 feet along the arc of a curve to the right, said curve having a radius of 50.00 feet, a delta angle of 48°11'23" and chord ong the arc of a curve to the left, said curve having a radius of 85.00 feet, delta angle 113°47'38" and chord of South 76°14'06" West 142.41 feet; '00'00" West 104.69 feet to the Point of Beginning. The above described parcel contains 3.01 acres of land, more or less.

Road Right-of-Way being Part of the Northeast one-quarter of the Southeast one-quarter of Section 28, Town 31 North, Range 3 West, Township scribed as follows, to-wit:
n 28; thence South 00°01'03" West, along the East line of said Section 28, 652.00 feet to the Point of Beginning; thence continuing South it; thence North 89°09'03" West 598.18 feet; thence 110.95 feet along the arc of a curve to the left having a delta angle of 05°54'24", radius '53'45" West 110.89 feet; thence South 84°56'33" West 451.45 feet; thence 42.05 feet along the arc of a curve to the left having a delta angle of nce of South 60°50'51" West 40.82 feet; thence 410.02 feet along the arc of a curve to the right having a delta angle of 276°22'46", radius 85.00 feet 113.33 feet; thence 42.05 feet along the arc of a curve to the left having a delta angle of 48°11'23", radius 50.00 feet; long chord bearing forth 84°56'33" East 451.45 feet; thence 119.20 feet along the arc of a curve to the right having a delta angle of 05°54'24", radius 1156.20 feet, 19.14 feet; thence South 89°09'03" East 593.42 feet to the Point of Beginning.

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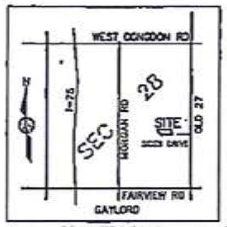
trictions of record, if any.

SITE PLAN

NORTH PARK STORAGE CONDOMINIUMS II
PART OF THE SOUTHWEST 1/4 OF SECTION 2
TOWN 31 NORTH, RANGE 3 WEST, LIVINGSTOI
TOWNSHIP, OTSEGO COUNTY, MICHIGAN

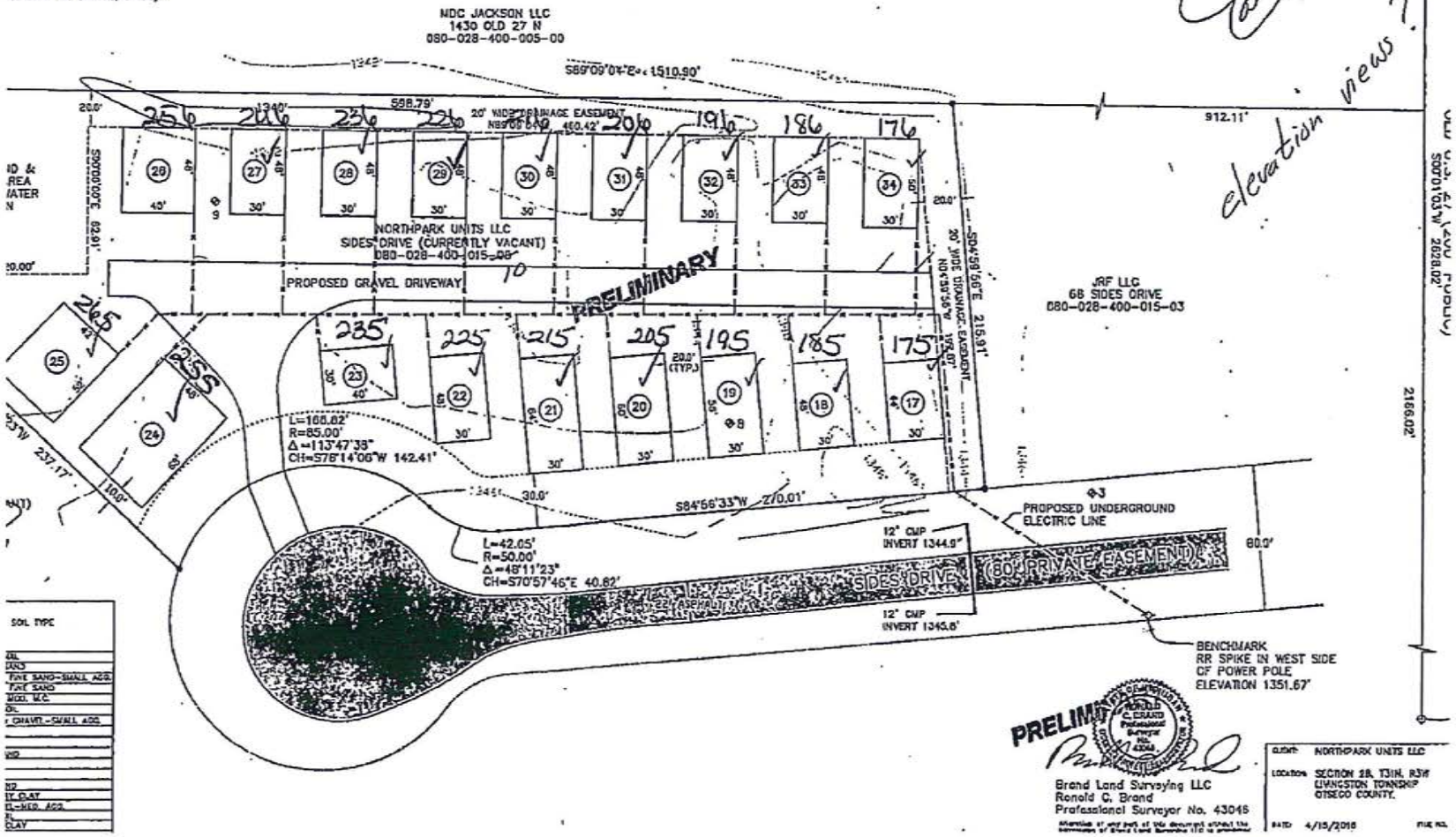
PRELIMINARY



VICINITY MAP
NO SCALE

@ 1" = 2000'

elevation views?



PRELIMINARY

Brand Land Surveying LLC
Ronald C. Brand
Professional Surveyor No. 43045

CLIENT:	NORTHPARK UNITS LLC
LOCATION:	SECTION 28, T31N, R3W LIVINGSTON TOWNSHIP OTSEGO COUNTY.
DATE:	4/15/2016
FILE NO.	

Otsego County Planning & Zoning
1322 Hayes Rd, Gaylord, MI 49735
Tel. 989-731-7400 Fax. 989-731-7419

Application for

Inter-Agency Zoning Compliance

Commercial Construction and SUP

Application #
PZSU19-005

Site Information

Site Address

175 Sides Park Dr., Gaylord, MI 49735

Applicant Name

Dale Smith

Inter-Agency Review (check applicable agency)

☐ **Otsego Co. Road Commission** 669 W McCoy Rd Gaylord, MI 49735 (989) 732-5202	☐ **Otsego Co. Emergency Management** 100 McLouth Rd Gaylord, MI 49735 (989) 732-9085	☐ **Otsego Co. Conservation District** 800 Livingston Blvd Gaylord, MI 49735 (989) 732-4021	☑ **Health Dept. of Northwest Michigan** 95 Livingston Blvd Gaylord, MI 49735 (989) 732-1794
☐ Other Agency		Phone:	Fax / E-Mail:

Agency Recommendations / Comments

☑ Approval

☑ Subject to conditions listed below

☐ Disapproval

Conditions / Staff Comments

No water wells or on-site septic systems are permitted for any reason. The site does not provide for adequate locations meeting site criteria for such systems.

Agency Representative Signature	Printed Name	Date
	Chuck Edwards	**9/9/2019**

Return Information

For more information on this application, please contact Otsego County Planning & Zoning staff:

Name and Title:	Phone:	Email:
Christopher Churches, Director of Planning & Zoning	**(989) 731-7515**	**cchurches@otsegocountymi.gov**

Otsego County
ESTABLISHED 1875 MICHIGAN

Otsego County Planning & Zoning
1322 Hayes Rd, Gaylord, MI 49735
Tel. 989-731-7400 Fax. 989-731-7419

Application for

Inter-Agency Zoning Compliance

Commercial Construction and SUP

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Site Information

Site Address

175 Sides Park Dr., Gaylord, MI 49735

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☐ Other Agency:		Phone:	Fax / E-Mail:

Agency Recommendations / Comments

☒ Approval

☐ Subject to conditions listed below

☐ Disapproval

Conditions / Staff Comments

Agency Representative Signature	Printed Name	Date
Pat Osborn	Patricia Osborn	9-9-19

Return Information

For more information on this application, please contact Otsego County Planning & Zoning staff:

Name and Title:	Phone:	Email:
Christopher Churches, Director of Planning & Zoning	**(989) 731-7515**	**cchurches@otsegocountymi.gov**

Exhibit 19

Otsego County
ESTABLISHED 1875 MICHIGAN
Otsego County Planning & Zoning
1322 Hayes Rd, Gaylord, MI 49735
Tel. 989-731-7400 Fax. 989-731-7419

Application for

Inter-Agency Zoning Compliance

Commercial Construction and SUP

Application #
PZSU19-005

Site Information

Site Address

175 Sides Park Dr., Gaylord, MI 49735

Applicant Name

Dale Smith

Inter-Agency Review (check applicable agency)

☐ **Otsego Co. Road Commission** 669 W McCoy Rd Gaylord, MI 49735 (989) 732-5202	☑ **Otsego Co. Emergency Management** 100 McLouth Rd Gaylord, MI 49735 (989) 732-9085	☐ **Otsego Co. Conservation District** 800 Livingston Blvd Gaylord, MI 49735 (989) 732-4021	☐ **Health Dept. of Northwest Michigan** 95 Livingston Blvd Gaylord, MI 49735 (989) 732-1794
☐ Other Agency:		Phone:	Fax / E-Mail:

Agency Recommendations / Comments

☑ Approval

☐ Subject to conditions listed below

☐ Disapproval

Conditions / Staff Comments

Agency Representative Signature	Printed Name	Date
Jon Deming — Digitally signed by Jon Deming Date: 2019.09.09 08:58:14 -04'00'	**Jon Deming**	**9/09/2019**

Return Information

For more information on this application, please contact Otsego County Planning & Zoning staff:

Name and Title:	Phone:	Email:
Christopher Churches, Director of Planning & Zoning	**(989) 731-7515**	**cchurches@otsegocountymi.gov**

Otsego County
ESTABLISHED 1875 MICHIGAN

Otsego County Planning & Zoning
1322 Hayes Rd, Gaylord, MI 49735
Tel. 989-731-7400 Fax. 989-731-7419

Application for

Inter-Agency Zoning Compliance

Commercial Construction and SUP

Application #
PZSU19-005

Site Information

Site Address

175 Sides Park Dr., Gaylord, MI 49735

Applicant Name

Dale Smith

Inter-Agency Review (check applicable agency)

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☑ Other Agency: Otsego County Fire Dept	Phone: 989-350-9680	Fax / E-Mail: duffieldd@frontier.com

Agency Recommendations / Comments

☑ Approval

☐ Subject to conditions listed below

☐ Disapproval

Conditions / Staff Comments

Agency Representative Signature David M Duffield	Printed Name DAVID M Duffield	Date 9-13-19

Return Information

For more information on this application, please contact Otsego County Planning & Zoning staff:

Name and Title: **Christopher Churches, Director of Planning & Zoning**	Phone: **(989) 731-7515**	Email: **cchurches@otsegocountymi.gov**

MASTER DEED

NORTH PARK UNITS

THIS MASTER DEED has been executed on August ____, 2019, by **NORTH PARK UNITS, LLC**, a Michigan Limited Liability Company, (hereinafter referred to as "Developer"), pursuant to the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (hereinafter referred to as the "Act").

RECITALS:

A. The Developer desires to establish the real property described in Article II below, together with all improvements located and to be located thereon, and all appurtenances thereto, as a condominium project under the provisions of the Act.

B. The Developer has prepared and executed this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto marked as Exhibit B, to accomplish these purposes.

ARTICLE I
DEDICATION

By executing and recording this Master Deed, the Developer establishes **North Park Units**, (sometimes hereinafter referred to as the "Project") as a condominium project under the Act. Once established, the Project shall be held, conveyed, encumbered, leased, occupied, improved and in every manner utilized subject to the provisions, covenants, conditions, restrictions and obligations set forth in this Master Deed (including Exhibits A and B) and to the provisions of the Act. All of the provisions, covenants, conditions, restrictions and obligations set forth in this Master Deed (including Exhibits A and B) shall run with the real property included in the Project and shall burden and benefit the Developer and all persons acquiring or owning an interest in the Project, or in the real property hereby dedicated to the Project, and their grantees, successors, assigns, heirs and personal representatives. The remainder of this Master Deed (including Exhibits A and B) has been set forth in furtherance of the establishment of the Project.

ARTICLE II
LEGAL DESCRIPTION

The real property which is dedicated to the Project established hereby is legally described as set forth on Exhibit B together with and subject to the restrictions, covenants and easements set forth in this Master Deed (including Exhibits A and B) and all restrictions, covenants, easements of record and all governmental limitations ("Condominium Premises").

ARTICLE III
DEFINITIONS

When used in any of the Condominium Documents (as hereinafter defined), or in any contract, deed, mortgage, lien, easement or other instrument affecting the Project or the establishment or transfer of any interest therein, the following terms shall carry the definitions which follow them unless the context clearly indicates to the contrary:

(a) "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

(b) "Association" means **North Park Storage Condominium Owner's Association**, a non-profit corporation organized under the laws of the State of Michigan, its successor or assigns, of which all Co-owners shall be members and which shall administer, operate, manage and maintain the Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless explicitly reserved to the Members by the Condominium Documents or the laws of the State of Michigan, and any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.

(c) "Association Bylaws" means the corporate bylaws of the Association.

(d) "Common Elements", where used without modification, means both the general and limited common elements, as defined in Article V hereof.

(e) "Condominium Bylaws" means Exhibit A hereto, the Bylaws for the Project setting forth the rights and obligations of the Co-owners.

(f) "Condominium Documents" means and includes this Master Deed, Exhibits A and B, hereto, and the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.

(g) "Condominium Premises" means and includes the land described in Article

II and all restrictions, covenants, easements, rights and appurtenances belonging to the Project as described above.

(h) "Condominium Subdivision Plan" means Exhibit B hereto.

(I) "Condominium Unit" means that portion of the Project designed and intended for separate ownership and use, as described on Exhibit B hereto.

(j) "Co-owner," "Owner" or "Member" each mean a person, firm, corporation, partnership, trust or other legal entity or any combination thereof who or which owns legal or equitable title to a Condominium Unit within the Project and, therefore, is a Member of the Association.

(k) "Developer" means **North Park Units, LLC**, a Michigan Limited Liability Company, who has prepared and executed this Master Deed and shall include its successors and assigns.

(l) "Master Deed" means this Master Deed, including Exhibits A and B hereto, all of which are hereby incorporated by reference and made a part hereof.

(m) "Project" means **North Park Units** project established pursuant to the act.

Terms not defined herein, but defined in the Act, shall carry the meanings given them in the Act unless the context clearly indicates to the contrary. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where such a reference would be appropriate, and vice versa.

ARTICLE IV
TITLE AND NATURE

The Project shall be known as **North Park Units**, Otsego County Subdivision Plan No. _____. The Subdivision plan for the Project has been filed in Otsego County, Michigan. The improvements contained in the Project, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan attached hereto as Exhibit B.

The Condominium Project contains Units to be used for commercial and residential storage and each Unit has been designed and intended for separate ownership and use as evidenced by entrances from and exits to a common element of the Project. Each Co-Owner in the Project shall have an exclusive right to use his or her Unit and the limited common elements appurtenant to such unit, and shall have undivided and inseparable right to share with Co-Owners the use and enjoyment of the general common elements.

ARTICLE V.
COMMON ELEMENTS

The common elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. **General Common Elements.** The general common elements are:

1. The real property described in Article II hereof, including the roads, sidewalks parking areas, landscaping, and all rights appertaining thereto, shown on Exhibit B.

2. All road and utility rights of way as indicated on the Condominium Subdivision Plan, and all easements, if any, for the benefit of the lands comprising the Project;

3. The main electrical throughout the Project, excluding facilities, which serve individual Units;

4. The telephone wiring, if any, system throughout the Project, excluding facilities which serve individual Units;

5. All areas indicated as General Common Elements, if any, of the Project as depicted on the Condominium Subdivision Plan;

6. Such other elements of the Project not herein designated as general or limited common elements which are intended for common use by all the Co-owners or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be general common elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. Each Co-owner will be responsible for connecting the utilities for his or her Unit to the distribution lines lying within the right of way at his or her sole expense.

B. **Limited Common Elements.** The limited common elements are those common elements limited in use to the Co-owners of the Unit to which they appertain.

C. **Upkeep of Common Elements and Appliances; Payment of Utility Bills.** The respective responsibilities for the maintenance of the common elements are as follows:

1. The duty to undertake and the cost of maintaining the limited common elements referred to in Article **V** above shall be borne by the Co-owner of

the Unit to which such limited common elements appertain.

2. Except as provided above, the cost of maintaining, repairing and replacing all general common elements shall be borne by the Association, unless the need for maintenance, repair or replacement is due to the act or neglect of a Co-owner or his or her agent, guest or invitee, for which such Co-owner shall be wholly responsible.

3. Each Co-owner shall be responsible for payment of the utilities attributable to his or her Unit.

4. The Association shall bear the cost of maintaining, repairing and replacing all general common elements, except to the extent of maintenance, repair or replacement due to the act or neglect of a Co-owner, agent, guest or invitee, for which such Co-owner shall be responsible, unless, and to the extent such loss or damage is covered by insurance maintained by the Association.

5. The Co-owner shall be responsible for complying with all restrictions set forth in this Master Deed, all rules and regulations of the restrictions set forth in the Master Deed, all rules and regulations of the Association and local governmental restrictions.

6. The appearance of all buildings, and all other improvements within a Unit, shall at all times comply with the Master Deed and local governmental regulations and restrictions.

Any maintenance, repair or replacement obligation to be borne by a Co-owner, if not performed by the Co-owner, may be performed by or under the direction of the Association, with the cost assessed against the responsible Co-owner and against the affected Unit. The Association shall not, in such case, be responsible for incidental damage to the Unit, or any improvements of property located within the boundaries of a Unit of the Co-owner who failed to fulfill his or her obligations. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time.

D. Residual Damage to Units. Unless provided for otherwise in this Master Deed or in the Condominium Bylaws, damage to a Unit or any improvement or property located within the boundaries of a Unit, caused by the repair, replacement or maintenance activities of the Association and those common elements which must be maintained by the Association shall be repaired at the expense of the Association.

E. Use of Units and Common Elements.

1. No Co-owner shall use his or her Unit or the common elements in any

manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the common elements.

2. No Co-owner shall be exempt from contributing toward expenses of administration (as defined in the Condominium Bylaws), or from the payment of assessments against his or her Unit by reason of non-use or waiver of use of the common elements or by abandonment of his or her Unit.

F. **Environmental Control Committee.** As provided in the Condominium Bylaws, the decoration and maintenance of all common elements and Units are subject to such written standards as may be established by the Board of Directors or its Environmental Control Committee, if the Board determines to appoint such a Committee.

G. **Convertible Areas.** As long as the Developer holds any Unit available for sale in the Project, it may, in its discretion, modify the dimensions of unsold Units, the general common elements and limited common elements appurtenant to any such unsold Unit, by enlargement, combination, division or reduction in size and make such structural alterations as it deems necessary or appropriate to any unsold Units or common elements. However, no such modifications or alterations may be performed which would unreasonably impair or diminish the appearance or the Project of the view, privacy or other significant attribute or amenity of any Unit owned by a non-Developer Co-owner. All space in the project, since it is or could be affected by such a modification or structural alteration, is hereby designated as "convertible areas". Such space may be converted, in the Developer's sole discretion, into portions of Unit, general common elements or limited common elements, or any combination of these, and the responsibility for maintenance, repair and replacement therefor may be assigned by an amendment to this Master Deed executed solely by the Developer without the consent of any other person.

No Unit altered or modified in accordance with provisions of this section shall be conveyed until an amendment to this Master Deed effectuating such modification is recorded. The Developer may, in connection with any such amendment, readjust percentages of value for all Units in a manner which gives reasonable recognition to such Unit or common element modifications based upon the method of original determination of percentages of value for the Project. These percentages of value shall be determinative of the proportionate share of each Unit in the general expenses and proceeds of administration, certain expenses and proceeds arising from the general common elements and limited common elements appurtenant to each particular Unit, the value of such Unit's vote at certain meetings of the Association of Co-owners, and of such Unit's undivided interest in the common elements (which is hereby allocated to each Unit).

ARTICLE VI.
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. **Description.** Each Unit in the Condominium project, is described in the

Condominium Subdivision Plan. The dimensions shown on the Condominium Subdivision Plan for each Unit have been delineated by RONALD C. BRAND, 533 Greenfield Drive, Gaylord, Michigan 49735.

B. Percentages of Value. The total value of the project is 100%. Because the Units are substantially equal in area and are expected to have substantially equal allocable expenses of maintenance, the percentage of value initially assigned to each Unit is equal. The formula for allocating percentages of value to Units is based upon units owned and the anticipated allocable share of expenses for common elements. This percentage of value shall be determinative of the proportionate share of each Unit in the proceeds and expenses of administration, the value of such Unit's vote at meetings of the Association of Co-owners, and of such Unit's undivided interest in the common elements (which is hereby allocated to each Unit in the project).

Commercial Unit No.		Percentage of Value for each Unit
18		3.55%
	TOTAL	100%

All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocation of percentages of value of existing units which Developer or its successors and assigns may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VII.
EASEMENTS

A. Easements for Maintenance and Related Matters.

1. If all or any portion of a Unit or common element encroaches upon another Unit or common element due to survey errors, any deviation from the plans in the construction, repair, renovation, restoration or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, reciprocal easements, respectively benefitting and burdening each such Unit or common element, shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction.

2. Perpetual easements shall also exist to, through, over, under and across the

Condominium Premises, including all Units (a) in favor of the Association and all Co-owners for the maintenance and repair (including replacement) of common elements and (b) in favor of the various utility companies providing service, as may be reasonable for the installation and continuing maintenance and repair (including replacement) of all utilities in the Project, including, but not necessarily limited to, light, heat, power, sewer, water, security system, storm water discharge and detention and communications, which utilities are sometimes collectively referred to in this Article VII as "Utilities" or "Utility Services." The Association may grant such easements, licenses and rights of way, over, under and across the Condominium Premises for Utility purposes, access purposes or other lawful purposes as may be necessary for connecting a Unit to a Utility or for the benefit of the Project subject, however, to the approval of the Developer so long as the Developer holds any Unit available for sale. There shall be an easement over and across the Condominium Premises for a perimeter fence if needed in the sole discretion of the Developer within a reasonable distance of the boundaries of the Condominium Premises.

3. Every portion of a Unit which contributes to the structural support of a building, shall be burdened with an easement of structural support for the benefit of the common element.

B. Easements Retained by Developer.

1. Roadway Easements. In addition to all other rights reserved to it hereunder, the Developer reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all rights of way, roads and walkways and common elements now or hereafter located in the Project for the purpose of (a) ingress to and egress from all or any portion of the Condominium Premises, (b) complying with any governmental regulation, or installing and servicing the roads, utilities, drains, or perimeter fence, as shown on the Condominium Subdivision Plan (Exhibit B), or for any legitimate purpose.

2. Use of Facilities. The Developer, and its duly authorized agents, representatives and employees, may maintain offices, and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the construction and sale of Units in the Project. In connection therewith, the Developer shall have full and free access to all common elements and unsold Units.

3. Repair and Replacement. The Developer retains for the benefit of itself, its representatives and any utility company, and to the burden of the Condominium Premises, the right to enter the Project and do all the things necessary to install, maintain, repair, replace or inspect facilities within the purview of their responsibilities.

4. Drainage. No changes will be made in the grade of any areas which would alter surface runoff of drainage patterns without the prior written consent of the Developer.

5. Hook-Up of Utilities. The Developer reserves for the benefit of itself, its

agents, employees, independent contractors, successors and assigns, and for the benefit of any appropriate utility company, perpetual easements to enter upon and across the Condominium Premises and lay pipes and cables and do all other things reasonably necessary to utilize, tap and tie into, and to construct, extend and enlarge, all utility services or systems now or hereafter located on the property described in Article II hereof to service all or any portion of the Project.

C. Termination of Easements. Developer reserves the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement Utility on a shared-maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

D. Financial Support of Easements. The Association shall financially support all easements described in this article or otherwise pertaining to the Project regardless of the rights of others to utilize such easements.

ARTICLE VIII
ALTERATIONS

A. Boundary Relocations.

1. As long as the Developer holds any Unit available for sale in the Project, it may, in its discretion, modify the dimensions of any such Unit or Units, the general common elements, to such Unit or Units, by enlargement, combination, division, or reduction in size or relocation of boundaries between Units, even if such action will result in the elimination of a Unit from the Project. However, no such modifications may be performed which would unreasonably impair or diminish the appearance of the Project, or the view, privacy or other significant attribute or amenity of any Unit owned by a non-Developer Co-owner which adjoins or is proximate to the modified Unit. All space in the Project, since it could be affected by such a modification, is hereby designated as "convertible area" whether or not so designated on the Condominium Subdivision Plan. Such space may be converted, in the Developer's sole discretion, into portions of a Unit, general common elements or limited common elements, or any combination of these and the responsibility for maintenance, repair and replacement therefore may be assigned by an amendment to this Master Deed effected solely by the Developer without the consent of any other person.

2. If non-Developer Co-owners owning adjoining Units, or a non-Developer Co-owner and Developer owning adjoining Units desire to relocate the boundaries between those Units, then the Board of Directors of the Association shall, upon written application of the Co-owners, accompanied by written approval of all mortgagees of record of the adjoining Units, forthwith prepare or cause to be prepared an amendment to the Master Deed duly relocating the

boundaries.

B. Convertible Area. The Project contains convertible area. However, any existing Units to which the convertible area is adjacent may be expanded into the convertible area at the sole option of the Developer. The convertible area may only be converted in connection with a change in layout of existing Units. Improvements to be located in the convertible area will be either residential Units or general or limited common elements. In connection with a change in the layout of any Unit, the Developer reserves the right to create limited common elements within any convertible area and to designate limited and general common elements therein, which may subsequently be assigned as limited common elements. The conversion of any convertible area must occur, if ever, not later than six (6) years form the date hereof or as otherwise provided in the Act.

C. Master Deed Amendment. No Unit modified and no land removed in accordance with the provisions of this Section shall be conveyed until an amendment to this Master Deed effectuating such modification or removal is recorded. The Developer or Association may, in connection with any such amendment, readjust percentages of value for all Units in the manner which gives recognition to such Unit or common element modifications and the method of determination of percentages of value of the Project described herein. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously Consented to an amendment or amendments to this Master Deed to effectuate the foregoing, including, subject to the limitations set forth herein, the proportionate reallocation of the percentages of value assigned to each Unit if there is a change in the number of Units. All such interested persons irrevocably appoint the Developer and Association as their agent and attorney for the purpose of executing such amendment or amendments to the Condominium Documents necessary to effectuate the foregoing.

ARTICLE IX.
CONTRACTION OF CONDOMINIUM

A. Right To Contract. The Project is a contractible condominium project, as that term is defined in the Act. While the Project, as established by this Master Deed, is expected to contain eighteen (18) Units, the Developer may find it necessary or appropriate to contract out of the Project the land on which are located Units, the road right of way between them, and the Frontage Area contiguous thereto as set forth on the Condominium Subdivision Plans attached hereto as Exhibit B.

The Developer, for itself and its successors and assigns, hereby explicitly reserves the right to contract the Project without the consent of any Co-owners. This right may be exercised without any limitations whatsoever, except as expressly provided in this Article IX.

The land, all or any portion of which may be removed from the Project, is specifically described on Exhibit B and referred to herein as the "Contraction Property".

B. Restriction Upon Contraction. Contraction of the Project shall occur without restriction under the following conditions:

1. The right to elect to contract the Project shall expire six (6) years form the date hereof or as otherwise provided in the Act.

2. All or any portion of the Contraction Property may be removed, but none of it must be removed.

3. There is no limitation as to what portion of the Contraction Property may be removed, and any portions removed may or may not be contiguous to each other or to the Project as it exists immediately following their removal.

4. Portions of the Contraction Property may be removed from the Project at different times.

5. The order in which portions of the Contraction Property may be removed is not restricted, nor are there any restrictions fixing the boundaries of those portions of the Contraction Property that may be removed.

6. There are no restrictions on the disposition of any portion of the Contraction Property that is removed from the Project other than applicable land use laws.

7. The Project may be contracted by a series of successive amendments to this initial Master Deed, each removing a portion of the Contraction Property from the Project as then constituted.

8. All contraction must be carried out in accordance with the provisions of the Act.

9. By this Master Deed, the Developer has also reserved the right to create easements within any portion of the Condominium Premises (including the Contraction Property) for the benefit of the Contraction Property, if any of it is ever removed from the Condominium Premises.

C. Procedure for Contraction. Pursuant to this Article IX, and any other provisions of this Master Deed to the contrary notwithstanding, the number of Units and the amount of real property in the Project may, at the sole option of the Developer or its assigns, from time to time, within a period ending no later than six (6) years from the date hereof or as otherwise provided in the Act, be reduced by the removal from this Project of all or any portion of the Contraction Property. Such decrease in the size of this Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law,

which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and assigns.

1. The percentages of value set forth in Article VI hereof shall be adjusted proportionately in the event of such contraction in order to preserve a total value of 100 percent (100%) for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among the percentages of value and each Unit's anticipated allocable expenses of administration.

2. Such amendment or amendments to the Master Deed shall also contain such further definitions or modifications of general common elements as may be necessary to adequately describe such items following the removal of property from the Project by such amendment.

3. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer may determine to be necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to contract the Project beneath the size established by this Master Deed. Developer may, in its discretion, remove all or a portion of said Contraction Property and establish all or any portion of said Contraction Property as a rental development, a separate condominium project (or projects), or any other form of development.

ARTICLE X.
ENLARGEMENT OF CONDOMINIUM

A. Right to Expand. The Project is an expandable condominium project, as that term is defined in the Act. The Project established pursuant to this initial Master Deed, consists of eighteen (18) Units. Other phases may be added later.

The Developer, for itself or its successors and assigns, hereby explicitly reserve the right to expand the Project without the consent of any of the Co-owners. This right may be exercised without any limitations whatsoever, except as expressly provided in this Article. The additional land, all or any portion of which may be added to the Project, is specifically described on Exhibit B except that portion thereof which has already been dedicated to Project ownership (herein referred to as the "Expansion Property").

B. Restriction upon Expansion. Expansion of the Project shall occur without restriction under the following conditions:

1. The Developer's right to elect to expand the Project shall expire six (6) years form this date or as otherwise provided in the Act.

2. All or any portion of the Expansion Property may be added, but none of it must be added.

3. There is no limitation as to what portion of the Expansion Property may be added, and any portions added may or may not be contiguous to each other or to the Project as it exists at the time of any expansion.

4. Portions of the Expansion property may be added to the Project at different times.

5. The order in which portions of the Expansion Property may be added is not restricted, nor are there any restrictions fixing the boundaries of those portions of the Expansion Property that may be added.

6. There is no restriction as to the location of any improvements that may be made on any portions of the Expansion Property.

7. There is no restriction on the number of Units that may be placed on any portion of the Expansion Property.

8. The nature, size, appearance and location of all additional Units, if any, placed upon the Expansion Property will be as may be determined by the developer in their sole judgment without any restrictions whatsoever.

9. The Building and Use Restrictions of the Condominium ByLaws will regulate as to what improvements may be made on the Expansion Property.

10. There are no restrictions as to the types of Units that may be created on the Expansion Property except that all Units in the Project must be residential Units.

11. The Developer reserves the right in his sole discretion to create convertible and Contractible Area and limited common elements within any portion of the Expansion Property added to the Project and to designate general common elements which may subsequently be assigned as limited common elements.

12. The Project shall be expanded if it is expanded by a series of successive amendments to this initial Master Deed, each adding additional land to the Project as then constituted.

13. By this Master Deed, the Developer also reserves the right to create easements within any portion of the general common elements of the original Project for the benefit of the Expansion Property, whether or not it is ever added to the Project.

14. All expansion must be carried out in accordance with the provisions of the Act.

C. Procedure for Expansion. Pursuant to the foregoing, and any other provisions of this Master Deed to the contrary notwithstanding, the number of Units and the amount of real property in the Project may, at the sole option of the Developer or its assigns, from time to time, within a period of six (6) years from this date or as otherwise provided in the Act, be increased by the addition to this Project of all or any portion of the Expansion Property and the construction of residential Units thereon. Such increase in size of this Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors or assigns.

1. The percentages of value set forth herein shall be adjusted proportionately in the event of such expansion in order to preserve a total value of one hundred percent (100%) for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the relative size of the various Units and their anticipated allocable expenses of maintenance.

2. Such amendment or amendments to the Master Deed shall also contain such further definitions or modifications of general or limited common elements as may be necessary to adequately describe the additional property being added to the Project by such amendment. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of general or limited common elements as may be necessary to adequately describe and service the additional Units being added to the Project by such amendment.

3. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer or his heirs and assigns may determine to be necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or his heirs and assigns as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing.

Such amendments may be effected without rerecording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Project beyond the boundaries established by this Master Deed, and Developer or its successors or assigns may, in its discretion, establish all or a portion of said expansion Property as a rental development, a separate condominium project (or projects), or any other form of development.

ARTICLE XI
AMENDMENT

Except as otherwise expressly provided in this Master Deed or in the Act, the Project shall not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master deed or any of its Exhibits be amended except as provided in the Condominium Document sought to be amended or as follows:

A. Amendments

1. The Condominium Documents may be amended without the consent of Co-owners or mortgagees of any Unit for any purpose if the amendment does not materially alter or change the rights of a Co-owner or mortgagee. The Developer and the Association expressly reserve the right to amend the Condominium Documents for such a purpose. Amendments which do not materially affect the rights of Co-owners or mortgagees include but are not limited to the following: amendments modifying the types and sizes of unsold Units and their appurtenant common elements, showing minor architectural variances and modifications to a Unit, correcting survey or other errors made in the Condominium Documents, or for the purpose of facilitating mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

2. All other amendments (those amendments which do materially alter or change the rights of a Co-owner or mortgagee of a Unit) shall be made by the Developer pursuant to Subsection 7 below or by an affirmative vote of two-thirds (2/3) of the votes of the Co-owners and two-thirds (2/3) of the first mortgagees. A Co-owner, including the Developer as a Co-owner for all Units created by the Master Deed but not yet conveyed, will have one vote for each Unit owned. A mortgagee shall have one vote for each first mortgage held. The annual meeting or special meeting may be called for such purpose, or a combination of votes and consents. This Master Deed, the Condominium Bylaws, and the Condominium Subdivision Plan may be amended even if the amendment will materially alter or change the rights of the Co-owners or mortgagees.

3. The method or formula used to determine the percentages of value of Units in the Project for purposes other than voting, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, may not be modified without the consent of each

affected Co-owner and mortgagee. A co-owner's Unit dimensions or appurtenant limited common elements may not be modified without the Co-owner's consent.

4. In no case, unless (a) all of the first mortgagees, (b) all Co-owners (other than the Developer) of the individual Units, and (c) the Developer (if at that time it owns any Units or any Unit remains to be created) have given their prior written approval, shall the Association be entitled by any act or omission to seek to abandon or terminate the Project;

5. The restrictions contained in this Article XIII on Amendments shall not in any way affect the rights of the Developer as set forth elsewhere in this Master Deed.

6. Co-owners and mortgagees of record shall be notified in writing of proposed amendments not less than ten (10) days before the amendment is recorded at their addresses reflected on the Project records.

7. Notwithstanding any contrary provision of the Condominium Documents, the Developer reserves the right to amend materially this Master Deed or any of its exhibits without the consent of the other Co-owners or mortgagees of a Unit within the Project and they shall join in any such amendment for any of the following purposes:

(a) To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

(b) To correct arithmetic errors, typographical errors, surveyor plan errors, deviation in construction or similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws, or to correct errors in the boundaries or locations of improvements;

(c) To clarify or explain the provisions of this Master Deed or its exhibits;

(d) To comply with the Act or rules promulgated thereunder or any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages on Units in the Condominium Premises;

(e) To create, grant, make, define or limit easements affecting the Condominium Premises;

(f) To terminate or eliminate reference to any right which the Developer has reserved to himself herein; and,

8. The rights reserved to the Developer in this Master Deed or in the Condominium Bylaws attached hereto may not be amended except by or with the consent of the Developer.

B. <u>Recording</u>.

1. An amendment to this Master Deed shall not be effective until the amendment is recorded.

2. A copy of the recorded amendment shall be delivered to each Co-owner.

C. Costs. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-owners or based upon the Advisory Committee's decision, the costs of which shall be deemed expenses of administration and the responsibility of the Association.

ARTICLE XII.
CONTROLLING LAW

The provisions of the Act, and of the other laws of the State of Michigan, shall be applicable to and govern this Master Deed and all activities related hereto.

In WITNESS WHEREOF, the undersigned has executed this Master Deed as of the date first written above.

DEVELOPER:

NORTH PARK UNITS, LLC,
A Michigan Limited Liability Company

_____
By: **DALE J. SMITH**
Its Member

STATE OF MICHIGAN)
COUNTY OF OTSEGO)ss.

The foregoing instrument was acknowledged before me on August _____, 2019 by **Dale J. Smith**, Member of **NORTH PARK UNITS, LLC,** a Michigan Limited Liability Company, on behalf of the company.

_____

Notary Public, Otsego County, MI
My Commission Expires:

NO INTEREST IN REAL ESTATE IS BEING CONVEYED BY THIS DOCUMENT. NO TAX IDENTIFICATION OR REVENUE STAMPS ARE REQUIRED.

Prepared By and When
Recorded Return To:
David M. Delaney, PLC
Attorney at Law
113 North Illinois Avenue, P.O. Box 1771
Gaylord, Michigan 49734
(989) 731-1508

EXHIBIT A

CONDOMINIUM BYLAWS

OF

NORTH PARK UNITS

ARTICLE I.
THE CONDOMINIUM

Section 1. Organization. **NORTH PARK UNITS** is a commercial condominium located in the Township of Livingston county of Otsego, 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 they own 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.

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 the 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 the 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.

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 the 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, if 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 one (1) of the three (3) directors; and the Co-owners shall be entitled to elect two (2) 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 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 in place 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;

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, Livingston 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;

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.

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

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. **Regular Annual Assessment.** The Board of Directors may establish a 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 annual 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 annual 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 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) annual 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.

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, annual 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.

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.

Section 7. <u>Obligations of the Developer</u>. The road within the Project is private and has not been dedicated to and shall not be maintained by the Otsego County Road Commission. The Developer shall maintain any Units owned by it. 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>. As provided in the Master Deed, the

Developer or its agents shall maintain and repair the general common elements, located outside the Units, and the limited common elements, to the extent set forth in the Master Deed. The costs thereof shall be paid by the Developer, unless necessitated by the negligence, misuse or neglect of a Member, in which case such expenses shall be charge to such Member. The Association or its agent shall have access to each Unit from time to time during reasonable working hours, upon notice to the occupant thereof, for the purpose of maintenance, repair or replacement of any of the common elements located therein or accessible therefrom. The Association or its agent shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units, the common elements, or both.

It shall be the responsibility of each Co-owner to provide the Association means of access to his or her Unit and any limited common elements appurtenant thereto during all periods of absence, and if such Member fails to provide a means of access, the Association may gain access in such manner as may be reasonable under the circumstance and shall not be liable to such Member for any necessary damage to his or her Unit or any limited common elements appurtenant thereto caused thereby.

All other 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. 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.

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. Moneys in the reserve fund may be used only for major repairs and replacement of common elements. The Association of Members should carefully analyze the Condominium to determine the amount to 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 in its discretion 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.

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 unit 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, 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.

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.

H. If damage within the Condominium impairs the appearance of the Condominium, the Association or the Co-owner responsible for the reconstruction and repair of the damage will proceed with the repair, reconstruction or replacement of the damaged item without delay and will complete such repair, reconstruction or replacement within six (6) months after the date of the occurrence which caused the damage.

Section 2. Appointment of Association. Each Co-owner by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium and the common elements thereof. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Members and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability, and to execute all documents and to do all things on behalf of such members and the Condominium as shall be necessary or convenient to accomplish the foregoing.

Section 3. Reconstruction or Repair. 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. If the damage is only to a part of a Unit which it is the responsibility of a Member to maintain and repair, it shall be the responsibility of the Member to repair such damage in accordance with subsection C hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association. The Association promptly shall notify each holder of a mortgage lien on any of the Units if any Unit or any part of the common elements is substantially damaged or destroyed.

C. 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.

D. 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.

E. 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.

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 interest in the Condominium. The undivided interest in the common elements 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.

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. <u>Construction Liens</u>. 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 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 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.

Section 6. Mortgagees. Nothing contained in the Condominium Documents shall be construed to give a Unit owner, or any other party, priority over any rights of mortgage 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) North Park Units. All of the Units of **North Park Units** are and shall remain subject to these restrictions.

B. Building and Use Restrictions.

(i) Purposes. These restrictions are imposed upon the property to insure proper use and appropriate development and improvement of each building site thereof; to protect the co-owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection thereon of structures built of improper or unsuitable material; to insure adequate and reasonable development of said property; to encourage the erections of attractive improvements thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements on building sites; to secure and maintain proper setbacks from streets; and in general to provide adequately for a high type of quality of improvement in said property and for the orderly

development and efficient maintenance thereof.

(ii) **<u>Uses Permitted.</u>**

(a.) No site shall be used for any purpose or business which is considered dangerous or unsafe, or which constitutes a nuisance, or is noxious or offensive by reason of omission of dust, odor, gas, smoke, fumes, or noise.

(b) It is understood that the units are for storage or business as permitted by local, state, and federal zoning and environmental rules and regulations.

(c) No outside storage of any kind will be permitted. This includes, but is not limited to, product material, trash, trailers and vehicles.

(d) No advertising or business identification signs are permitted to be displayed on building sites.

(e) There is to be no exterior structural changes to the buildings, including but not limited to, windows, doors, heating stack penetration, etc..

(f) The property owner is responsible for any and all exterior repairs to the building.

(g) Buildings are to be maintained in "new" condition.

(h) All visible damage must be repaired within thirty (30) days, or the Association will make the necessary repairs at the owner's expense.

(I) No additional landscaping permitted.

(j) Each property owner is to be responsible for his or her own utilities expense.

(k) Insurance: Property owners are responsible for their own content, liability, and structural insurance. The property owner must provide a certificate of insurance to the Association evidencing proof of insurance.

(l) No noxious or offensive trade or activity shall be carried on, nor shall anything be done on property located in the development which may be or become an annoyance or nuisance to the area hereby restricted.

(m) All commercial operations shall be carried on within fully enclosed buildings, and no outside activity shall be carried on except the parking of motor vehicles and the loading and unloading of motor vehicles without the written approval of Developer.

(n) No promotion, production, dissemination, sale, distribution, storage, or offering of sexually explicit artifacts, pictures, videos, print, or other memorabilia of any type or form shall be permitted.

(o) Additional exterior lighting other than the lighting furnished by developer on building sites is not permitted unless approved by the Association

(p) Placement of one propane tank is permitted immediately adjacent to buildings sites. The propane tank must be installed by a licensed and Insured Propane Service Provider.

(iii) Outdoor Storage:

No materials of any kind shall be permitted to be stored in common areas unless expressly approved by Developer in writing. No waste materials, rubbish, or discarded matter of any kind shall be permitted to be stored in common areas except in containers approved in writing by the Developer. Said waste materials, rubbish, or discarded matter shall not be stored beyond a time reasonably required to arrange for said removal. In the event of the violation of any restrictions set forth in this paragraph, and following ten (10) day's written notice of said violation, the Developer or its successors in interest shall have the right to eliminate nuisance conditions, remove rubbish and materials, or do anything necessary to maintain the aesthetic standards of the development for the benefit of other property owners and the cost of any such work shall be a lien upon the property involved, which lien shall be enforceable in the manner provided by law.

(iv) Maintenance of Property:

(a) All co-owners of property in this development shall maintain all buildings located upon said property in good and sufficient repair and shall keep such premises painted, windows glazed and otherwise maintain the property in an aesthetically pleasing manner and in the condition approved by the Developer with reasonable wear and tear excepted.

(b) Any structure which is damaged by the elements, vehicles, fire or any other cause shall be repaired as promptly as the extent of damage will permit.

(c) Buildings within this development shall be kept locked and windows, if any, shall be secured.

(d) In the event of the violation of any of the restrictions set forth in this paragraph and following ten (10) days written notice of said violation, the Developer or its successors in interest shall have the right to go upon the property to eliminate nuisance conditions, to mow lawns, trim shrubbery, or do anything necessary to maintain the aesthetic standards of the development for the benefit of other property owners and the costs of any such work shall be a lien upon the property involved which lien shall be enforceable in the manner provided by law.

(v) Water Usage: North Park Units will not provide water facilities for Co-Owners within the project.

(vi) Rights of Assignment. Developer may, at any time, assign all or part of its rights and responsibilities hereunder to an association, incorporated or unincorporated, of the lot owners of said development. At such time as the Developer no longer has interest in any property contained within the development, Developer shall, upon request of the majority of the co-owners, make such assignment. Any such assignment shall be in writing and shall be recorded in the office of the Register of Deeds of the County of Otsego, Michigan.

(vii) Partial Invalidity. The invalidation of any one (1) of the restrictions herein set forth or the failure to enforce any of such restrictions at the time of its violation shall

in no event effect any of the other restrictions nor be deemed a waiver of the right to enforce the same thereafter.

(viii) **Acceptance.** It is specifically provided and the acceptance of any person of title to any of the lots included within the development shall constitute the agreement of such person, that in the event of disagreement as to the precise meaning of any term contained herein that the interpretation of the Grantor, or its successors in interest, shall be final. It is specifically provided and agreed that the usual rule requiring written documents to be constructed against the party preparing such documents shall not apply to the restrictions.

(ix) **Violation.** The covenants set forth herein shall run with the land and bind the present co-owner, their successors, assigns and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said building site, its successors, assigns and with each of them to conform to and observe said restrictions as to the use of building sites and the use and construction of improvements thereon. Developer, the co-owner or co-owners of an association of co-owners with respect to the restrictions above set forth, in addition to the ordinary legal action for damages, may enforce these restrictions in a court of competent jurisdiction, and the failure of Developer or any of the owners of property subject to any of these restrictions to enforce any of the restrictions at the time of the violation shall in no event be deemed to be a waiver of the right to do so as to any subsequent violation.

In the event of a breach of these covenants and the enforcement of one (1) or more of these covenants by Developer or any person or entity entitled to enforce these covenants in a court of competent jurisdiction, the party who shall be found to have been in breach of one (1) or more of these covenants may be ordered to pay all actual and reasonable costs and expenses, including attorney fees in the enforcement of these restrictions.

Section 2. **General Provisions**

A. **Developer's Rights and Responsibilities.** Developer may assign, in whole or in part, its 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 they apply, shall apply to all Units in North Park Units, 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 North Park Units 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.

Section 5. 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 6. 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.

ARTICLE VIII.
APPROVAL OF LEASE

Section 1. Notice of Desire and Intent. A Member who desires to rent or lease his or her Unit for any term shall provide notice of such desire to the Board of Directors at least ten (10) days before presenting a lease form to a potential lessee. At the same time, the Member shall provide to the Board a copy of the exact lease form proposed so that the Board may review it for compliance with the Condominium Documents. Tenants and non Co-owner occupants shall comply with all of the conditions of the Condominium Documents and all of the provisions of the Act, and all leases and rental agreements shall so state. The Board shall advise the Member of any deficiencies as directed by the Board before presenting a copy of the lease form to a potential lessee. If the Developer desires to rent or lease a Unit before the transitional control date, it shall notify either the Advisory Committee or each Co-owner in writing.

Section 2. 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 deliberately 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. Mortgage of Units. No Member owning a Unit may mortgage his or her Unit or any interest therein without the approval of the Association except to a bank, pension fund, insurance company, savings and loan association, credit union or other institutional lender. The approval of any other mortgage may be arbitrarily withheld; provided, that nothing herein shall be construed to prevent the Developer from accepting a purchase money mortgage as a part of the purchase price of a Unit nor prevent a Member from accepting a purchase money mortgage from a subsequent approved purchaser.

Section 2. Notice of Mortgage. A Member who mortgages a Unit shall notify the Association of the name and address of his or her mortgagee and shall file a conformed copy of the note and mortgage with the Association, which shall maintain such information in a book entitled "Mortgages of Units."

Section 3. Notice of Default. The Association shall give to the holder of any

mortgage covering any Unit in the project written notification of any default in the performance of the obligations of the Member owning such Unit that is not cured within sixty (60) days.

Section 4. **Notice of Insurance.** The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 5. **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 6. **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.

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. Amendments to the Building and Use Restrictions is provided for in Article VII of these Condominium By Laws.

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.

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 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.

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.

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.

App # PZSV19-005

Otsego County Site Plan Review Checklist

Conformity			Description
Yes	No	N/A	
			Article 4 R1 Residential Districts IV-1
			4.1 Principal Uses Permitted IV-1
			4.2 Permitted Uses Subject to Special Conditions IV-1
			Article 5 R2 General Residential Districts V-1
			5.1 Principal Uses Permitted V-1
			5.2 Permitted Uses Subject to Special Conditions V-1
			Article 6 R3 Residential Estates VI-1
			6.1 Principal Uses Permitted VI-1
			6.2 Permitted Uses Subject to Special Conditions VI-1
			Article 7 RR Recreation Residential District VII-1
			7.1 Principal Uses Permitted VII-1
			7.2 Permitted Uses Subject to Special Conditions VII-1
			Article 8 FR Forestry Recreation VIII-1
			8.1 Principal Uses Permitted VIII-1
			8.2 Permitted Uses Subject to Special Conditions VIII-2
			Article 9 AR Agricultural Resource District IX-1
			9.1 Principal Uses Permitted IX-1
			9.2 Permitted Uses Subject to Special Conditions IX-2
			Article 10 B1 Local Business District X-1
			10.1 Principal Uses Permitted X-1
			10.2 Permitted Uses Subject to Special Conditions X-2
			Article 11 B2 General Business District XI-1
			11.1 Principal Uses Permitted XI-1
			11.2 Permitted Uses Subject to Special Conditions XI-2
			Article 12 B3 Business, Light Manufacturing District XII-1
			12.1 Principal Uses Permitted XII-1
X			12.2 Permitted Uses Subject to Special Conditions XII-2
			Article 13 I Industrial District XIII-1
			13.1 Principal Uses Permitted XIII-1
			13.2 Permitted Uses Subject to Special Conditions XIII-2
			Article 14 HX Highway Interchange District XIV-1
			14.1 Principal Uses Permitted XIV-1
			14.2 Principal Uses Subject to Special Conditions XIV-2
			14.3 Development Requirements XIV-4
			MUZ Main Street Multiple Use Zoning XV-1
			15.1 Principal Uses Permitted XV-2
			15.2 Permitted Uses Subject to Special Conditions XV-4
			15.3 Development Requirements XV-4

Conformity			Description
Yes	No	N/A	
			MUZ Town Center Multiple Use Zoning XV-8
			15.4 Principal Uses Permitted XV-8
			15.5 Permitted Uses Subject to Special Conditions XV-9
			15.6 Development Requirements XV-9
			Article 17 Schedule of Dimensions XVII-1
X			Limiting Height, Bulk, Density, and Area by Zoning Districts XVII-1
X			Zoning Districts XVII-1
		X	Multiple Dwellings - Bulk, Density and Area XVII-3
			Article 18 Lots Near Water
			18.2 Shoreland Building Setbacks XVIII-1
			18.3 Maintenance of Shoreland XVIII-1
			18.4 Construction Within the Shorelands by Permit XVIII-1
			18.5 Tree Cutting Within the Shorelands by Permit XVIII-2
			18.6 Excavating, Filling or Grading Shorelands by Permit XVIII-2
			18.7 Beach Improvements XVIII-3
			18.8 Shoreland Site Plans XVIII-3
			18.9 Non-Public Lakefront Access Sites XVIII-3
			18.10 Definitions and General Provisions XVIII-4
			18.11 Site Design Standards XVIII-4
			18.12 Site Plan Review Procedures XVIII-5
			Article 20 Access Management Requirements
X			20.3 Location and Spacing XX-2
X			20.4 Sight Distance XX-2
X			20.5 Access XX-2
X			20.6 Road Standards XX-2
			Article 21 Specific Requirements for Certain Uses XXI-1
		X	21.1 Accessory Buildings XXI-1
		X	21.2 Adult Entertainment XXI-1
		X	21.3 Automobile and Scrap Metal Salvage Yards XXI-1
		X	21.4 Cemetery XXI-2
		X	21.5 Cluster Residential Option XXI-2
		X	21.6 Development Regulations XXI-3
		X	21.7 Discretionary Approval Conditions XXI-4
		X	21.8 Drive-Through Facilities XXI-4
		X	21.10 Fences XXI-5
		X	21.11 Golf Course and Country Club XXI-6
		X	21.12 Home Occupation XXI-6
		X	21.13 Hunt Club XXI-7
		X	21.14 Land Division XXI-7
X			21.18 Landscaping XXI-9
X			21.19 Lighting, Outdoor XXI-15 CONDITIONAL
		X	21.20 Livestock Auction Yard XXI-15

Conformity			Description
Yes	No	N/A	
			Article 21 Specific Requirements for Certain Uses XXI-1 CONT
		X	21.21 Loading and Unloading (Off Street) XXI-15
		X	21.22 Manufactured or Site-Built Dwelling Less Than 16Feet Wide XXI-16
		X	21.23 Manufactured Housing Park (Rental Sites) XXI-16
		X	21.25 Mining, Gravel, Sand, Clay, Top Soil, Marl XXI-17
		X	21.26 Nonconformities XXI-23
X			21.27 Parking XXI-25
		X	21.28 Performance Standards XXI-29
		X	21.29 Pets and Other Animals XXI-30
		X	21.30 Race Track (Including Auto, Snowmobile, Horse) XXI-31
		X	21.31 Railroad XXI-32
		X	21.32 Recreation Camp and Resort XXI-32
		X	21.33 Recreational Equipment XXI-32
		X	21.34 Restricted Uses XXI-33
		X	21.35 Riding Academy or Stable XXI-34
		X	21.36 Recycling facilities, and Solid Waste Haulers XXI-34
		X	21.37 Shooting Range XXI-35
X			21.38 Signs and Billboards XXI-35
		X	21.39 Slaughter House, Meat or Poultry Packing or Processing XXI-40
X			21.40 Soil Erosion & Storm Water Management XXI-40
		X	21.41 Speakers and Sound Device, Outdoor XXI-40
		X	21.42 Trash Receptacles/Dumpsters XXI-40 NINE PROPOSED
X			21.43 Underground Utility Wire XXI-41
		X	21.44 Unlisted Property Use XXI-41
		X	21.45 Veterinary Hospital, Kennel XXI-41
		X	21.46 Wireless Communications XXI-41
		X	21.47 Wind Generation XXI-45
			Article 22 General Exceptions for Area, Height, and Use XXII-1
		X	22.1 Essential Services XXII-1
		X	22.2 Voting Places XXII-1
X			22.3 Height Limit XXII-1
		X	22.4 Projections into Required Open Places XXII-1
			Article 24 Planned Unit Development (PUD) XXIV-1
			24.1 General Standards XXIV-1
			24.2 Procedure XXIV-4
			24.3 Open Space Plan XXIV-5

SIGNATURE:	
DATE:	9/16/19

App #
PZSU19-005

Otsego County Planning & Zoning

Internal Site Plan Review Checklist

This checklist and 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 X No____ if "No" explain:_____

2. 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 X No____ if "No" explain:_____

3. The address and or parcel number of the property.

   Yes X No____ "No" explain:_____

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

   Yes X No____ if "No" explain:_____

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

   Yes X No____ if "No" explain:_____

6. Project title.

   Yes X No____ if "No" explain:_____

7. 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 X No____ if "No" explain:_____

8. A vicinity map drawn to scale with North point indicated.

   Yes X No____ if "No" explain:_____

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

   Yes X No____ if "No" explain:_____

10. Land uses, zoning classification(s) and existing structures on the subject parcel and within ten feet (10') of property lines of adjoining parcels.

    Yes X No____ if "No" explain:_____

11. Project completion schedule/development phases. (refer to Section 23.9)

    Yes____ No X if "No" explain: PERMIT VALID FOR ONE YEAR

12. The site plan shall consist of an accurate, reproducible drawing at a scale of 1"= 50 or fewer feet or less or 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 X No____ if "No" explain:_____

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

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

    Yes X No ____ if "No" explain:

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

    Yes X No ____ if "No" explain:

15. 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 X No ____ if "No" explain:

16. Location and type of significant existing vegetation.

    Yes X No ____ if "No" explain:

17. 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 X No ____ if "No" explain:

    PROVIDED 9/17/19

18. 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 X No ____ if "No" explain: NO ELEVATION VIEW PROVIDED - WILL BE DONE DURING BUILDING PERMIT ISSUANCE - SIMILAR TO EXISTING STRUCTURE

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

    Yes X No ____ if "No" explain:

20. 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 X No ____ if "No" explain:

21. 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 X No ____ if "No" explain: NO ELEVATION VIEW OF ENTRY NEEDED

22. 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 X No ____ if "No" explain:

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

    Yes X No ____ if "No" explain:

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

    Yes X No ____ if "No" explain:

25. 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 X No ____ if "No" explain: NONE PROPOSED

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

Yes X No ____ if "No" explain: U/G ELECTRIC

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

Yes X No ____ if "No" explain: ____

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

Yes X No ____ if "No" explain: NO SIDE PROVIDED-WAIVED

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

Yes X No ____ if "No" explain: AREA OF ILLUMINATION NOT PROVIDED-WAIVED, see statement in site plan (will comply w/ Z1.19)

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

Yes X No ____ if "No" explain: ____

31. 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 X No ____ if "No" explain: ____

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

Yes X No ____ if "No" explain: NONE PROPOSED

33. 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 X No ____ if "No" explain: ____

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

Yes X No ____ if "No" explain: ____

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

Yes X No ____ if "No" explain: ____

SIGNATURE: ____ DATE: 9/16/19

OTSEGO COUNTY
Planning Commission

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM: 11	AGENDA DATE: 10/21/2019
AGENDA PLACEMENT:	ACTION REQUESTED:
New Business, Item 1	Commission Review
STAFF CONTACT(S):	ATTORNEY REVIEW:
Chris Churches, Planning & Zoning, Capital Projects Director Christine Boyak-Wohlfeil, Zoning Officer	No

BACKGROUND/DISCUSSION:

Mr. Paul Yoder, represented by Wade Trim, is requesting a special-use permit requirement waiver for a proposed 9 unit residential site condominium located on the West side of Lake Majory in Otsego Lake Township. The proposed site condominium parcel is currently zoned RR. Section 21.6 allows the Planning Commission to waive special use requirements for developments creating fewer than 10 lots, providing that doing so "will not cause any significant public harm or harm to adjacent properties".

RECOMMENDED MOTION:

Motion to waive the special use permit requirement for the proposed 9 unit residential site condominium as detailed in the Survey Plan for parcel number 090-032-100-015-00

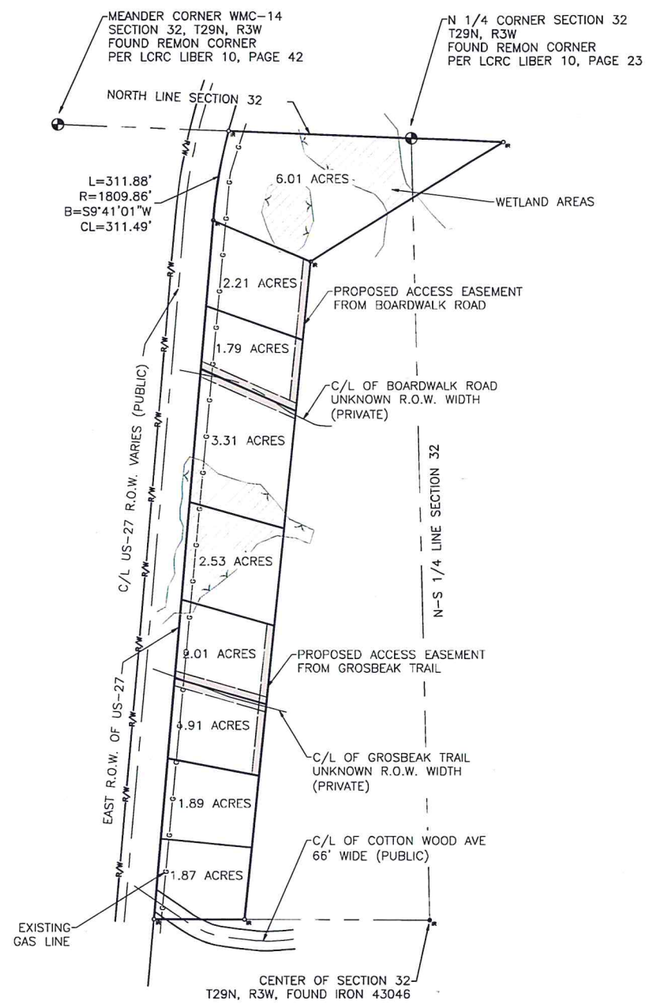
Otsego County GIS

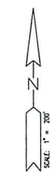
powered by FetchGIS

200m
600ft

Map Publication:
10/10/2019 4:01 PM

Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. Otsego County expresses no warranty for the information displayed on this map document.





LEGAL DESCRIPTION FURNISHED -

The E 1/2 of the NW 1/4 lying E of US-27 and W of the Plat of Top O Michigan AND the NW 1/4 of the NE 1/4 lying W of the Plat of Top O Michigan, Section 32, T29N, R3W, Otsego Lake Township, Otsego County, Michigan.

CERTIFICATE OF SURVEY:

I, the undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the positional precision of each corner is within the limits accepted by the practice of professional surveying and that I have complied with the regulations of P.A. 132 of 1970 as amended.

Jason Caverson, PS 6-19-19
Registration No. 46658

THIS SHEET PREPARED BY:
WADE TRIM

SOUTH WATERS
A SITE CONDOMINIUM

JASON CAVERSON
PROFESSIONAL SURVEYOR
REGISTRATION NO. 46658
2019

PROJECT MANAGER-
C:\PW_WORK\00081669\VSP-BASE GSU6635-01G.DWG - LAYOUT1 - FIELD BOOK INFORMATION-
PLOTTED 6/30/2019 3:00 PM BY CAVERSON, JASON

REV#	DATE	DESCRIPTION	BY

AG-10090

WADE TRIM
4241 Old US 27 S., Suite 1
PO Box 618
Gaylord, MI 49734
989.732.3584
www.wadetrim.com

MAPLE VILLAS LLC
693 E KITTLE ROAD
MIO, MI 48647

SURVEY PLAN

ISSUED FOR: DATE: BY:

JOB NO. GSU6635-01G

SHEET 2

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SECTION 21.6 DEVELOPMENT REGULATIONS

21.6.1 Definition

For purposes of this section and as used in the Otsego County Zoning Ordinance a Development shall be defined as Platted Subdivisions, Condominium Developments or any division of land that creates more lots or parcels on a parent parcel than is permitted under the Land Division Act.

21.6.2 Regulations

A development shall be reviewed pursuant to the Special Land Use regulations of Article 19 and shall conform to the following provisions in addition to all other applicable district provisions, except that the Planning Commission may waive the requirements of this Section for developments with fewer than ten (10) lots, parcels or units provided the Planning Commission makes a finding that doing so will not cause any significant public harm or harm to adjacent properties.

21.6.3 A development, shall comply with the applicable site development standards contained in Article 17 SCHEDULE OF DIMENSIONS, unless developed as a Planned Unit Development (PUD) subject to all regulations of Article 24.

21.6.4 Developments shall comply with all federal, state and county regulations regarding the provision of a potable water supply and waste disposal facilities.

21.6.5 Developments shall provide for dedication of easements to the appropriate public agencies for the purposes of construction, operation, maintenance, inspection, repair, alteration, replacement and/or removal of pipelines, conduits, mains and other installations of a similar character for the purpose of providing public utility services, including Conveyance of sewage, potable water and Storm water runoff across, through and under the property subject to said easement, and excavation and refilling of ditches and trenches necessary for the location of such installations.

21.6.6 In addition to the materials required by Article 19 and Article 23 or Article 24 for PUDs if applicable, an application for a development shall include a development plan containing the following information:

21.8.6.1 Proposed use and occupancy restrictions as will be contained in the Deed Restrictions or the Master Deed.

21.8.6.2 All proposed deed restrictions which are conditions of the special use permit.

21.6.7 All provisions of the approved development plan shall be incorporated in the Deed Restrictions or in the Master Deed for the development, unless exceptions are permitted by the Planning Commission. Any proposed changes to the approved development plan shall be subject to review and approval by the County Planning Commission as a major amendment to a permit, subject to the procedures of Article 19 and Article 23 or Article 24 for PUDs if applicable.

21.6.8 All lots, parcels or units within a development project shall be marked with monuments as provided by State and County regulations.

21.6.8.1 The County Board of Commissioners may waive the placing of any of the required monuments and markers for a reasonable time, not to exceed one year, on condition that the proprietor deposits with the County Clerk cash or a certified check, or irrevocable bank letter of credit naming to the municipality, whichever the proprietor selects, in an amount not less than one hundred dollars ($100.00) per monument and not less than five hundred dollars ($500.00) in total, except that lot corner markers shall be at the rate of not less than fifty dollars ($50.00) per marker. The performance guarantee shall be returned to the proprietor pursuant to the provisions of Section 25.6 upon receipt of a certificate by a licensed professional surveyor that the monuments and markers have been placed as required within the time specified.