

**GENOA CHARTER TOWNSHIP
PLANNING COMMISSION PUBLIC HEARING
MAY 13, 2019
6:30 P.M.
AGENDA**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

CALL TO THE PUBLIC: *(Note: The Board reserves the right to not begin new business after 10:00 p.m.)*

OPEN PUBLIC HEARING # 1... Review of an amendment to a previously approved site plan and environmental impact assessment for a proposed 16-unit, single family site condominium located north of Cunningham Lake Road and west of Sundance Trail, known as Mountain Top Estates. The request is petitioned by Mountain Top Estates, LLC.

- A. Recommendation of Environmental Impact Assessment (4-5-19)
- B. Recommendation of Site Plan (4-5-19)

OPEN PUBLIC HEARING #2... Consideration of Zoning Ordinance Text amendments to Article 7 of the Zoning Ordinance, entitled "Commercial and Service Districts" and discussion of supporting amendments to Article 25.

- A. Recommendation of Amendments to Article 7.

OPEN PUBLIC HEARING #3... Discussion regarding amendments to Article 11 of the Zoning Ordinance.

ADMINISTRATIVE BUSINESS:

- *Staff Report*
- *Approval of April 8, 2019 Planning Commission meeting minutes*
- *Member discussion*
- *Adjournment*



GENOA CHARTER TOWNSHIP
Application for Site Plan Review

TO THE GENOA TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD:

APPLICANT NAME & ADDRESS: Mountain Top Estates, LLC; PO Box 469, Brighton, MI
If applicant is not the owner, a letter of Authorization from Property Owner is needed.

OWNER'S NAME & ADDRESS: Mountain Top Estates, LLC; PO Box 469, Brighton, MI

SITE ADDRESS: Cunningham Lake Road, Brighton, MI PARCEL #(s): 11-34-400-008

APPLICANT PHONE: (810) 229-2752 OWNER PHONE: (810) 229-2752

OWNER EMAIL: advancecraftbuilders@ameritech.net

LOCATION AND BRIEF DESCRIPTION OF SITE: North side of Cunningham Lake Road,
between Eggert Place Drive and Sundance Trail in Section 34. Parcel is 22.2 acres
in area, is mostly wooded, and has over 90 feet of vertical elevation change.

BRIEF STATEMENT OF PROPOSED USE: A previously approved 15 unit single family
residential site condominium development on a private road.

THE FOLLOWING BUILDINGS ARE PROPOSED: 15 single family residential homesites
will be developed. No buildings are proposed for construction as a part of
this application.

**I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE
PART OF THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY
KNOWLEDGE AND BELIEF.**

BY: [Signature]

ADDRESS: 7005 Westridge Brighton MI 48116

Contact Information - Review Letters and Correspondence shall be forwarded to the following:

1.) Wayne Perry of Desine Inc. at waynep@desineinc.com
Name Business Affiliation E-mail Address

FEE EXCEEDANCE AGREEMENT

As stated on the site plan review fee schedule, all site plans are allocated two (2) consultant reviews and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal to the Township Board. By signing below, applicant indicates agreement and full understanding of this policy.

SIGNATURE: [Signature] DATE: 4-8-19
PRINT NAME: Stephen Davis PHONE: 810 229 252
ADDRESS: 7005 Westridge Brighton MI 48116



March 8, 2019

Ms. Kelly VanMarter, AICP
Assistant Township Manager
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Re: Mountain Top Estates
Section 34, Genoa Township

Dear Ms. VanMarter;

We have prepared an updated site plan and supporting drawings for Mountain Top Estates to address requirements and conditions imposed on the project at the time of site plan approval in May 2006. The site plan has been modified to depict the following conditions of approval:

- Plans have been revised to eliminate the property previously depicted as unit 15 from the project. A new boundary description has been prepared for the development and unit numbers have been revised to reflect the change in the number of units in the development.
- The landscape plan has been updated to depict the change in project area and units. A note has been added to the landscape plan pertaining to the irrigation of entrance area landscaping.

Site plan drawings have been revised to provide the following additional improvements:

- Road alignment has been adjusted to the East, from stations 4+00 and 9+00, to reduce the amount of excavation and earthwork necessary to construct the development.
- South detention basin grading has been modified to provide 1:5 side slopes, eliminating the proposed fence around the basin, providing a basin design conforming to current LCDC standards, and improving the ability to perform future maintenance.
- Addition of berms and storm water collection and drainage systems along the North and West sides of the property to eliminate offsite runoff from developed areas of the property.
- Expansion of the North retention basin, conforming to current LCDC standards, addition of a forebay, and increasing the retention volume to accommodate the increase in tributary area.

Review comments prepared by LSL Planning, Inc., dated March 15, 2006, have been addressed as follows:

- Additional tree protection fencing has been added to the grading plan on units 3 through 8.
- The entry sign will not be illuminated. No street lights or area lighting is proposed for this development.

Review comments prepared by Tetra Tech, Inc., dated March 8, 2006, have been addressed as follows:

- Structures have been labeled and profiles have been depicted.
- Drainage system maintenance agreement to be provided with construction plan submittal.
- Storm drainage system has been revised to accommodate the elimination of unit 15.
- Grading of unit 10 has been revised to drain surface water runoff to the South allowing for the collection of runoff within the storm drainage system.
- The South detention basin has been revised to provide 1:5 side slopes.
- Private Road design details have been corrected as noted.

The Livingston County Road Commission approved plans for construction of the private road entrance to Cunningham Lake Road, and the discharge of storm water to an existing cross-culvert, in their letter dated June 9, 2006. We have reviewed the proposed modifications to the storm water drainage system and detention basin with Kim Hiller, P.E., Utilities and Permits Engineer with LCRC. The proposed improvements will reduce the storm water discharge to the existing Cunningham Lake Road cross-culvert and relocate private storm sewer outside of the public road right-of-way.

Conditions contained in the Livingston County Health Department approval letter dated March 10, 2006 have been incorporated into the site plan. Oversize disposal field areas have been depicted on units 1, 6 & 10. Clearing limits have been expanded to allow for pre-construction and/or grading of disposal areas on units 1, 6, 8, 9 & 10.

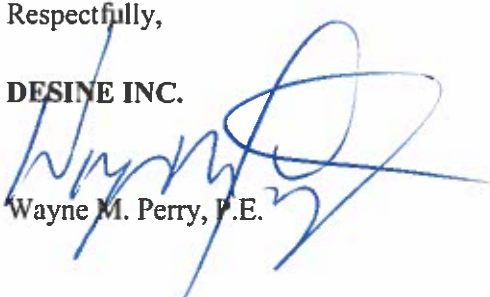
We are preparing construction plans, a revised Master Deed and Exhibit B drawings, conforming to the revised site plan, to address concerns related to the documents as previously submitted. These additional plans and documents will be submitted following a review and acceptance of the updated site plan.

Enclosed are four sets of the updated site plan and supporting plans for your review and consideration. Should you have questions pertaining to the updated plans, or should additional information be required, please contact me at your convenience.

Respectfully,

DESINE INC.

Wayne M. Perry, P.E.



Encl: Site Plan dated March 7, 2019

cc: Stephen Davis, Mountain Top Estates, LLC

\\183568\\Site Plan submittal LTR 03-08-19

**GENOA CHARTER TOWNSHIP
PLANNING COMMISSION
PUBLIC HEARING
May 9, 2016
6:30 P.M.
MINUTES**

CALL TO ORDER: The meeting of the Genoa Charter Township Planning Commission was called to order at 6:30 p.m. Present were Chairman Doug Brown, Barbara Figurski, Diana Lowe, James Mortensen, Chris Grajek, John McManus, and Eric Rauch. Also present was Kelly VanMarter, Community Development Director/Assistant Township Manager, Brian Borden of LSL Planning, and an audience of six.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was recited.

APPROVAL OF AGENDA: **Moved** by Commissioner McManus, seconded by Commissioner Grajek, to approve the agenda as presented. **The motion carried unanimously.**

CALL TO THE PUBLIC: The call to the public was made at 6:32 pm.

Mr. Dan Wholihan of PO Box 182, Brighton is concerned about Item #1 on tonight's agenda. He is not sure there is room for 16 units to be developed in this area as most of it is swamp land. Ms. VanMarter showed Mr. Wholihan where the property is located. He is satisfied as he believed it was in a different location.

The call to the public was closed at 6:35 pm.

OPEN PUBLIC HEARING #1...Review of a request for an extension to the Mountain Top Estates Site Plan dated 3-17-06 and Impact Assessment dated 4-20-06 for a proposed 16-unit, single-family site condominium located north of Cunningham Lake Road and east of Sundance Trail, known as Mountain Top Estates. The request is petitioned by Robert Moore. This project has been granted extensions by the Planning Commission on 5-14-07, 4-13-09, 4-12-10, and 3-25-13.

Planning Commission disposition of petition:

A. Disposition of Site Plan Extension

Chairman Brown noted that in addition to the extensions stated on the agenda, other administrative extensions have been granted for this project.

Mr. Moore stated he has owned this property for 30 years and it was purchased by Doyle Homes, who was going to develop the proposed site plan. Because the economy went down in 2008, it was not done. Mr. Moore has since purchased the property and taken on the project. Now that the economy has turned around, he would like to once

again sell the property to someone who will develop it. Mr. Moore addressed the concerns of the planner, engineer and the Brighton Area Fire Authority's review letters.

Mr. Borden stated he is recommending approval of the extension; however, he wants the applicant to be aware that if any changes to the ordinance are made in the future, they will need to be addressed and the site plan will need to be amended.

Commissioner Mortensen asked Mr. Moore if he is agreeable of not allowing parking on any street. He stated he is and it will become part of the master deed.

Commissioner Mortensen stated that the item noted in the Brighton Area Fire Authority's letter regarding the on-site water needs and the suggestion of the Township requiring well-filled cisterns should be determined by the developer and property owners and not part of the site plan approval.

The call to the public was made at 6:46 pm with no response.

Moved by Commissioner Mortensen, seconded by Commissioner Figurski, to approve the Site Plan Extension for Mountain Top Estates with the following conditions:

- The master deed will be amended to prohibit on-street parking.
- The letter from Ace Civil Engineering, Inc. shall be reviewed by the Township engineer to ensure it meets their requirements.
- The requirement for on-site water, such as cisterns, will be optional and be considered by the developer and home owners.

The motion carried unanimously

OPEN PUBLIC HEARING #2...Review of an Impact Assessment and Site Plan and for the proposed Misty Meadows Drive private road located on the west side of S. Latson Road, south of Crooked Lake Road. The private road will serve nine lots. The request is petitioned by GFG Investments Properties.

Planning Commission disposition of petition:

- A. Recommendation of Environmental Impact Assessment (3-23-16)
- B. Disposition of Site Plan (4-20-16)

Chairman Brown stated that the Site Plan does not need to be approved by the Planning Commission as it meets the requirements of the Subdivision Act. The private road needs to be approved.

Mr. Brent LaVanway of Boss Engineering and Mr. Guy Genzel, the property owner, were present.

Mr. LaVanway gave a brief history and description of the property and project. He stated the Livingston County Road Commission has approved the location of the road. He addressed the cistern requirement in the Brighton Area Fire Authority's letter. He would like to address this at a later date to determine if the demand is there, and if so, then it can be installed. They will install evergreen trees as a buffer between the road and the property to the south as requested by Mr. Borden. They can submit a plan to staff for their review.

TO REVIEW HISTORICAL INFORMATION ON THE MOUNTAIN TOP ESTATES PROJECT, PLEASE SEE LINK BELOW TO THE MAY 9, 2016 PLANNING COMMISSION PACKET WHICH INCLUDES THE MINUTES AND ORIGINAL PROJECT CASE DETAILS. PLEASE NOTE THAT CLICKING THE LINK WILL AUTOMATICALLY BEGIN A DOWNLOAD OF THE PACKET:

[MAY 9, 2016 PLANNING COMMISSION PACKET](#)



May 8, 2019

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attention:	Kelly Van Marter, AICP Planning Director and Assistant Township Manager
Subject:	Mountain Top Estates – Amended Condominium Plan Review #1
Location:	North side of Cunningham Lake Road, east of Chilson Road
Zoning:	LDR Low Density Residential District

Dear Commissioners:

At the Township's request, we have reviewed the amended final condominium plan submittal (plans dated 4/5/19) for Mountain Top Estates, a 21.68-acre site on the north side of Cunningham Lake Road.

We have reviewed the request in accordance with the provisions of the Township Zoning Ordinance.

A. SUMMARY

1. The applicant is still awaiting final approval from the Livingston County Road Commission.
2. We request the applicant provide a track changes version of the condominium documents to identify any changes from the previously approved documents.
3. If one was not originally provided, the applicant must provide a Private Road Maintenance Agreement demonstrating the financial and maintenance assurances required by Ordinance.
4. The applicant has already removed trees that were to be protected under the original approval.
5. The current proposal calls for an expanded tree removal area that will impact surrounding properties more than the original approval.
6. We request the applicant provide a clearer depiction/description of the approved tree removal plan in relation to the current proposal, as well an indication of the areas that were disturbed without permission and the number of trees improperly removed.
7. We suggest the Township require planting of replacement trees, especially along the north, east and west boundary lines. Additional information is needed from the applicant to determine the appropriate quantity.
8. The applicant must address any comments provided by the Township Engineer and/or Brighton Area Fire Authority.

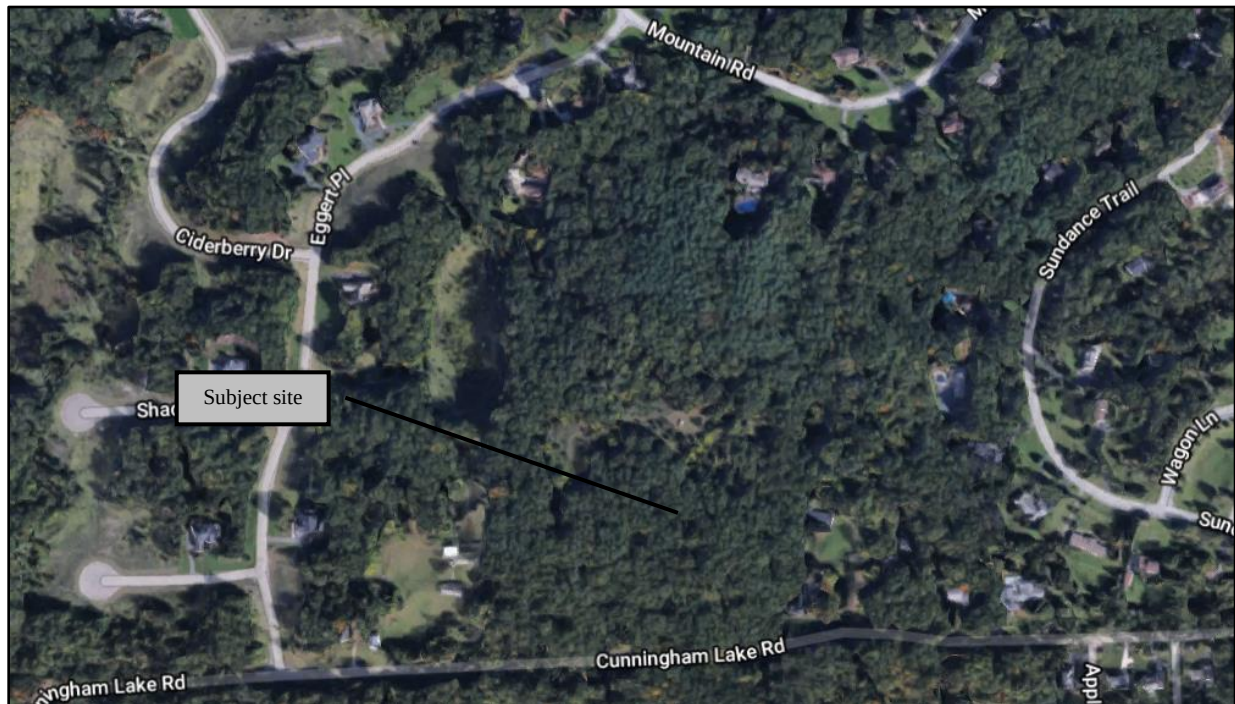
B. PROPOSAL/PROCESS

The applicant proposes amendments to the plan originally approved in 2006. Multiple extensions of this approval were sought and granted by the Township, most recently in 2017.

Section 12.07 requires Township Board approval of final condominium plans, following a recommendation from the Planning Commission.

The current plans have eliminated 1 unit from the project (16 were originally approved; 15 are now proposed). Additionally, modifications have been made to the landscape plan, grading plan, the private road and detention/retention ponds.

It is important to note that tree clearing was initiated beyond the scope of the approved plan without Township approval. The applicant also failed to obtain a soil erosion permit prior to start of work.



Aerial view of site and surroundings (looking north)

C. CONDOMINIUM PLAN REVIEW

1. **Outside Agencies.** The cover letter included with the submittal notes that the plans have been approved by the Livingston County Drain Commissioner and Health Department. While the Road Commission approved the original plans, the revised plans are currently under review.
2. **Condominium Documents.** The condominium documents have been updated to reflect the number of units proposed (15 instead of 16), though additional changes are not clearly identified. We request the applicant provide a track changes version of the condominium documents identifying all changes proposed from the previously approved documents.
3. **Dimensional Requirements.** One unit has been removed from the originally approved plans, reducing the development to 15 single-family home sites. All of the 15 units proposed meet or exceed current LDR dimensional standards for lot area and width; however, it is worth noting that Unit 1 was approved as a flag lot.
4. **Private Road.** We defer to the Township Engineer for any technical comments on the private roadway, though the submittal notes that the road has been realigned to reduce the amount of excavation needed for construction.

If one was not provided with the original approval, the applicant must provide a Private Road Maintenance Agreement demonstrating the necessary financial and maintenance assurances required by Ordinance.

5. **Landscaping.** The revised landscape plan depicts street trees, entry landscaping and detention pond plantings, including a total of 24 canopy trees, 15 evergreen trees, 35 shrubs and a variety of ornamental grasses.

Our primary concern with the current proposal is the expansion of tree removal well beyond what was originally approved (Sheet TR). Of note are large swaths of tree removal along the north, south, east and west boundary lines of the subject site.

These areas are directly along the lot lines, thus impacting adjacent property owners to the north, east and west, as well as the road frontage along Cunningham Lake Road.

Given that tree removal has already started, and a tree survey has not been provided, we cannot accurately identify how many trees were removed that were expected to be protected.

The applicant needs to provide additional information to compare/contrast the originally approved plan, the current proposal and what has already been removed.

Ultimately, we suggest the Township require planting of replacement trees in a quantity to be determined based on an estimate of the number of trees improperly removed. Particular attention needs to be paid to replanting the areas along the north, east and west boundary lines.

6. **Entrance Features.** The landscape plan identifies a proposed sign on the west side of the entrance to the development. The submittal notes that the sign will not be illuminated.

The proposed sign is within the height and area limitations of Article 16, though a permit must be obtained from the Township prior to installation.

7. **Grading, Drainage, and Utilities.** We defer to the Township Engineer for review and comment on the site engineering elements of the proposal.

Should you have any questions concerning this matter, please do not hesitate to contact our office. I can be reached by phone at (248) 586-0505, or via e-mail at bborden@safebuilt.com.

Respectfully,

SAFEBUILT STUDIO



Brian V. Borden, AICP
Planning Manager



March 7, 2019

Ms. Kelly Van Marter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

Re: Mountain Top Estates Site Plan Review No. 1

Dear Ms. Van Marter:

Tetra Tech conducted a site plan review of the Mountain Top Estate plans last dated March 11, 2019. The site plan was previously approved in May of 2006 and the plans submitted on March 11, 2019 are amended from the originally approved plans to address the requested lot removal and revisions to the grading and drainage plan. The plans were prepared by Desine Inc. on behalf of Mountain Top Estates LLC. The development includes 21.68 acres located on the north side of Cunningham Lake Road. The petitioner is proposing to develop 15 lots through the site condominium process with a private road. We offer the following comments:

GENERAL NOTES

1. The petitioner is proposing 5.7 additional acres of tree removals in addition to the 6 acres of trees removed previously. We have reviewed the proposed tree removal locations and believe the tree removals are necessary for the grading that will be required for the road construction along with the backyard drainage improvements.

PRIVATE ROAD

1. The petitioner is proposing a 1,400 LF private road terminating in a cul-de-sac. This exceeds the maximum dead-end length of 1,000 LF, as noted in the Genoa Township Zoning Ordinance. Given the natural features contained on the site it would be difficult to loop the road back to the entrance. The road will also have only 15 lots being served which generates a minimal amount of traffic. Subject to approval by the Township, we would support a relief from the standard length of street.
2. The proposed private road is shown with a 50-foot-wide easement, which does not meet the zoning ordinance requirement of a 66-foot-wide road easement. Given the topography and natural features of the site and the fact that no municipal sanitary sewer or water utilities will be utilized, we believe that 50 feet will be adequate for the proposed paved road. The petitioner is also proposing a 12-foot-wide utility easement on either side of the road right-of-way and this further justifies the use of the 50-foot width. Subject to approval by the Township, we would support the requested reduction for the width of the road easement.
3. The petitioner is proposing 10 percent road grades from STA 2+00 to STA 8+00, which exceeds the maximum 6 percent grade noted in the Genoa Township Engineering Standards. Due to the natural topography of the site it would require a large amount of grading and associated tree removal to reduce the slope of the private road.

Tetra Tech

401 South Washington Square, Suite 100, Lansing, MI 48933
Tel 517.316.3930 Fax 517.484.8140 www.tetrattech.com

As provided in the Engineering Design Standards, we support this deviation subject to the input from the Fire Department.

4. Upon site plan approval the petitioner will need to submit private road construction plans for review and approval.

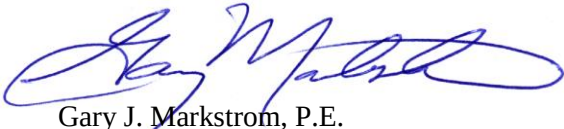
DRAINAGE AND GRADING

1. The amended site plans provide back yard drainage with the use of berms, backyard catch basins, and a retention pond in the northwest corner of the property. This system, coupled with the street storm sewer system and detention pond, appears to be adequate for handling the stormwater runoff from the new development.

The amended site plan shows adequate access to the site and drainage. Upon approval of the above comments by the Township we have no further engineering related objections to the approval of the site plan.

Please call or email if you have any questions.

Sincerely,



Gary J. Markstrom, P.E.
Vice President



Shelby Scherdt
Project Engineer



BRIGHTON AREA FIRE AUTHORITY

615 W. Grand River Ave.
Brighton, MI 48116
o: 810-229-6640 f: 810-229-1619

May 7, 2019

Kelly VanMarter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

RE: Mountain Top Estates – Site Condo Extension
Cunningham Lake Rd.
Genoa Twp., MI

Dear Kelly:

The Brighton Area Fire Department has reviewed the above-mentioned site plan. The plans were received for review on April 18, 2019, and the drawings are dated April 9, 2019. The project is for the construction of a new 16-Unit site-condominium development that has requested an extension of their previously approved site plan from 2006. The site plan has been revised to reduce the unit number to 15 and provide additional storm.

The plan review is based on the requirements of the International Fire Code (IFC) 2018 edition.

1. Municipal water does not extend to the site, therefore, an alternative means of fire protection water must be provided. The volume of available water shall be no less than 12,000 gallons of on-site stored within a natural pond, underground tank provided by a well-driven hydrant capable of 250-gallons per minute.
2. The buildings shall be provided with address markings with a **minimum of 4"** high letters of contrasting colors and be clearly visible from the street. The location and size shall be verified prior to installation.

IFC 505.1

3. The access road shall be provided at 26-feet wide from face-of-curb to face-of-curb. At this width there shall be No Parking on the street at any time, association by-laws should identify this as a hazard that may obstruct or impede emergency vehicles. It is recommended that the paved width be increased to 32-feet throughout to accommodate parking on the road and for emergency vehicle access. Access roads to site shall be provided and maintained during construction. Access roads shall be constructed to be capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.

IFC D 103.6

IFC D 103.1

IFC D 102.1

IFC D 103.3

4. There are concerns with the slope of the roadway being 10%, as this is the maximum permitted slope for an emergency vehicle. There is a greater concern at the entrance of the development where the elevation dips and rapidly climbs to 10%. The maximum approach angle for BAFA's apparatus is 8%, which appears to be exceeded causing concern for the front bumper to impact on the approach.



May 7, 2019

Page 2

Mountain Top Estates – Site Condo Extension

Cunningham Lake Rd.

Site Plan Review

If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Cordially,

A handwritten signature in black ink, appearing to be "RB" followed by a stylized flourish.

Rick Boisvert, CFPS
Fire Marshal

Livingston County Road Commission

3535 Grand Oaks Drive • Howell, Michigan 48843-8575
Telephone: (517) 546-4250 • Facsimile: (517) 546-9628
Internet Address: www.livingstonroads.org

April 15, 2019

Wayne Perry, P.E.
Desine, Inc.
2183 Pless Drive
Brighton, MI 48114

Re: Mountain Top Drive, Genoa Township, Section 34
LCRC# P-06-07

Dear Mr. Perry:

I have completed the review of the revised plans, dated April 5, 2019, for the above-referenced project and have determined the plans to be in substantial compliance with our specifications.

Before a private road approach permit can be issued, the following items need to be addressed.

1. A contractor will need to be selected and the selected contractor must submit a certificate of insurance to the LCRC with the following language: "The Board of Livingston County Road Commissioners, the Livingston County Road Commission, and their officers, agents, and employees are listed additional insured parties with respects to General Liability."
2. A copy of the written approval for the storm water drainage system from either the township or the Livingston County Drain Commissioners office will need to be submitted.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Kim Hiller, P.E.
Utilities and Permits Engineer

Cc: File

Kelly VanMarter, Genoa Township (via email)
Ken Recker, Livingston County Drain Commissioner (via email)
Gary Markstrom, Tetra Tech (via email)



Livingston County Drain Commissioners Office

Soil Erosion and Sedimentation Control (SESC) Division

Under the Provisions of Part 91 of Act 451 as Amended, and the Livingston County SESC Ordinance

2300 E. Grand River Ave., Suite 105, Howell, MI 48843

Phone: 517-546-0040 www.livgov.com/drain

DATE: 03/04/2019

RE: COMMERCIAL SESC PROJECT INSPECTION REPORT

Permit/Waiver#

Project:

A recent inspection of your project has been conducted. The on-site inspection found the following issues that need to be addressed:

Per the Michigan Department of Environmental Quality, under the Provisions of Part 91 of Act 451 as Amended, earth-disturbing projects are a regulated activity, which is permitted and enforced by LCDRC for Livingston County. In order to comply with Part 91, you are required to obtain a permit from our office and to install and maintain approved soil erosion control measures.

You are hereby notified that these items need to be addressed as soon as possible.

R323.1712 Enforcement

The county or local enforcing agency may issue a cease and desist order to revoke a permit upon its finding that there is a violation of Part 91, these rules or an approved local ordinance, or a finding that there is a violation of a permit or and approved soil erosion and sedimentation control plan.

If you have any questions or need additional clarification regarding these items, please do not hesitate to contact me.

Respectfully,

Rob Quigley

SESC Inspector

Livingston County Drain Commissioner's Office

From: [K Rivet Amico](#)
To: [Kelly VanMarter](#); [Robert Amico](#)
Subject: restoration of trees Mountain Top Estates
Date: Thursday, February 28, 2019 9:38:45 AM

I am writing to convey my great disappointment, and sadness, over the extensive removal of trees bordering our property line at 5598 Mountain Road. The result is the unfortunate near removal of the treed forest line that has been there for over 50 years.

Please keep me posted on plans for restoration.

Rivet

K Rivet Amico, PhD
Associate Professor
Department of Health Behavior and Health Education
School of Public Health
University of Michigan

3830 School of Public Health
1415 Washington Heights
Ann Arbor, Michigan 48109-2029

ramico@umich.edu

pronouns: she/her/hers

From: [Keith Spicher](#)
To: [Kelly VanMarter](#)
Subject: Mountain Top Estates.
Date: Friday, March 01, 2019 3:52:12 PM

We are the Spicher family, we live at 5606 Mountain Rd (lot 106 Mystic 2). We moved here from Pa. and built our house in 1978/79 as one of the last few in Mystic. One of the primary attractions to the area was the layout of the Mystic subs & a few others, with houses set properly on lots & a lot of native vegetation and features left intact rather than clearcut and leveled lots with houses lined up like tenpins. In the intervening years there has been an insane amount of new construction in the area (Pine Creek, the various Oak Points, etc.), with nearly all of it quite nicely done like Mystic, kudos to the planning commission. Unfortunately several of the most recent houses built in Copperleaf (through the woods and over the hill from us but still in the neighborhood) were clearcut before construction, making the area much less attractive. Now the Mountain Top Estates development off Cunningham Lake road has started clearing land that abuts our southern border in a manner I don't think meets the intent of the approved site plan and certainly is not in keeping with the character of the surrounding area. Our lot, the neighbors on both sides, and the almost neighbors on Sundance trail to the east (there is another undeveloped strip about 200' wide from Cunningham Lake to our property between us and several of the Sundance houses) have all left significant portions of the back of their lots untouched, adding to the rural character we think should be maintained. We have already fought several battles with refugees from the city wanting to change the character of the area with sidewalks, street lights, etc. and those plans have all been defeated. We believe the developers of Mountain Top Estates should be required to replace at least a reasonable number of the trees removed from the area abutting Mystic Lake with like size trees of native variety and refrain from additional clearcutting to allow the eventual homeowners to chose their own landscaping like the rest of the area homeowners.

Thank you,

Keith & Bonnie Spicher

Sent from [Mail](#) for Windows 10

MOUNTAIN TOP ESTATES
Single Family Residential Site Condominium
Genoa Township, Michigan
Site Plan Application Amendment

IMPACT ASSESSMENT

Owner:

Mountain Top Estates, LLC
P.O. Box 469
Brighton, Michigan 48116

Prepared by:

DESINE INC.
2183 Pless Drive
Brighton, Michigan 48114

A. INTRODUCTION

This impact assessment has been prepared pursuant to Article 18 – SITE PLAN REVIEW of the Zoning Ordinance for the Township of Genoa, Livingston County, Michigan. This assessment addresses the impact of the proposed site improvements on the surrounding community and the economic condition and social environment of the Township.

This Impact Assessment has been prepared under the direction of Wayne Perry, P.E., DESINE INC., 2183 Pless Drive, Brighton, Michigan 48114. Mr. Perry is a licensed Civil Engineer, providing professional engineering services in Livingston County since 1988 with experience in private and municipal development including projects within Genoa Township and Livingston County.

B. SITE LOCATION / DESCRIPTION

Mountain Top Estates is an approved single-family residential site condominium development, located on the North side of Cunningham Lake Road, in Section 34 of Genoa Township. The site plan was originally approved in May of 2006, with an extension of the site plan approval granted on April 12, 2017.

The development site consists of 21.68 acres of property, bordered on the South by Cunningham Lake Road, on the North, East and West by existing low-density, single-family residential development. The property is zoned Low Density Single Family Residential (LDR) district. The property is currently vacant.

The Mountain Top Estates site plan depicts construction of a private road with access from Cunningham Lake Road, a South storm water collection and detention system, a North storm water collection, retention and infiltration system, public utilities, landscaping and related site improvements.

C. IMPACT ON NATURAL FEATURES

(Text for this portion of the impact statement was prepared by Robert R. Doyle, licensed landscape architect, No. 1050, and was provided as a part of the final approved site plan documents in May 2006. Minor corrections to the text have been made by the current preparer.)

The site slopes upwards from all sides to a central hill top. Between the low point near Cunningham Lake Road, to the high point in the center of the property, the property contains an elevation difference of over 90 feet.

Existing soils on the property are primarily Fox-Boyer complex. This soil type is comprised of sand and sandy loams, and are characterized as well drained with good permeability. Previously, 30 test holes were excavated on the site to a depth of eight feet. Reports of the excavations approved by the Livingston County Health Department depict medium to coarse sands were identified.

Vegetative cover on the site can be divided into three types: open field; woodland; and transition areas of young volunteer tree growth. A review of archive aerial photographs indicate that the site was cleared for agricultural purposes (prior to 1940) with a few trees in existence along property boundaries and within the southern third of the site.

Open grassland meadow is found at the top of the hill and along the central ridge of the site. This area likely provided habitat for small mammals and rodents.

The southern and central parts of the site include a mixed age stand of (mostly) deciduous trees, including red oak, white oak, hickory and maple. The woodland also includes a number of mature evergreen trees (primarily spruces). Most trees are approximately 20 to 40 years of age and range from four to eighteen inches in diameter. The southern third of the site has a scattered sampling of larger (24 to 36 inches in diameter) red and white oaks.

The woodland at the north central and northeast portion of the site is dominated by black locust trees from four to fifteen inches in diameter. Other trees growing in this area include poplar, box elder and black cherry. The northwest corner of the site contains a stand of scotch pines approximately six to eighteen inches in diameter.

The woodland portions of the site likely provide shelter and feeding habitat for mammals such as white tailed deer, groundhogs, opossum and fox as well as habitat for raptors and songbirds. While the existing habitats provide localized value for wildlife, these habitats are not unique in southeast Michigan or the area surrounding the site.

To minimize habitat and woodland impacts, the site plan focuses development in the central parts of the site, leaving the steeply sloping wooded perimeter of the site largely intact as habitat and corridor for wildlife. In addition, the applicant is proposing 3:1 side slopes for the proposed road to minimize disturbance of wooded areas.

No wetlands, ponds or streams exist on the site.

(End of text prepared by Robert R. Doyle)

The proposed construction and improvements will require excavation, filling and grading to construct the road and storm water drainage system. The limits of disturbance have been depicted on the grading plan. Grading for this project will maintain the general character of the existing site topography. The proposed elevations and grading of the site mesh with the existing grades at the property lines.

Surface drainage characteristics on the property will be affected by the construction of the proposed road and improvements. Construction of the proposed improvements will reduce the permeable area of the property resulting in an increase in the surface water runoff generated. A storm water management system has been designed to collect and control the surface water runoff, reducing the discharge rate from the property and increasing the infiltration of surface water runoff.

The proposed changes and modifications to the surface drainage conditions will not significantly impact local aquifer characteristics or groundwater recharge capacity. All surface water runoff from the site will be directed into the proposed retention or detention basins to be constructed. Reduction in the surface permeability will affect onsite infiltration, surface water flow path and duration. Surface water runoff from the development will be reduced and no significant impact to adjacent properties are anticipated from the proposed construction and development of the site.

D. IMPACT ON STORM WATER MANAGEMENT

Excavation and grading will be undertaken to construct the proposed stormwater retention basin, located in the Northwest corner of the property, and the detention basin located adjacent to Cunningham Lake Road. Earthwork will be required to direct storm water flow into the storm water collection system. This system will discharge surface water runoff generated by development of the property to the proposed sedimentation basins associated with both the retention and detention basin. Site grading will mesh with existing grades on adjoining properties. No adverse impact to adjoining properties is anticipated due to the construction and grading of the property.

Soil erosion and sedimentation are controlled by the Soil Erosion Control Act No. 347 of the Public Acts of 1972, as amended and is administered by the Livingston County Drain Commissioner. Silt fencing will be installed around a majority of the site during construction. The Contractor shall comply with all regulations including control during and after construction.

Impact on adjoining properties due to the construction of this site will be minimized by implementing soil erosion control methods. No adverse impact to adjacent properties due to surface water runoff will be created as a result of the proposed improvements.

E. IMPACT ON SURROUNDING LAND USES

Surrounding land uses to the North, East and West of the site consist of low-density, single family residential subdivision containing lots of one acre or greater, and large lot residential development. The Brighton State Recreation Area is located to the South, across Cunningham Lake Road.

The Genoa Township Future Land Use Plan designates this property for low-density Residential uses. The proposed use is consistent with existing development in the area and is consistent with the long-term planning within the Township.

The proposed use of the property does not create any significant emissions of smoke, airborne solids, odors, gases, vibrations, noise or glare discernable and substantially annoying or injurious to person and/or property beyond the lot lines. No significant change in air pollution is anticipated.

The Contractor shall be responsible for initiating and maintaining adequate dust control

measures during and after construction until the project site is fully stabilized and a vegetative cover established. Dust control measures used during construction may consist of site watering, mulching of completed areas, installation of windbreak fencing, and application of chemical dust control materials. The site will comply with the performance standards contained in Section 13.05 of the Township Zoning Ordinance.

F. IMPACT ON PUBLIC FACILITIES AND SERVICES

The Livingston County Sheriff and Michigan State Police will provide Police protection. The Brighton Area Fire Department as a part of an existing governmental agreement will provide fire protection service. Public safety services required to accommodate the limited number of new homes proposed are anticipated to be minor.

G. IMPACT ON PUBLIC UTILITIES

The proposed residential homes will be served by private, onsite, individual wells and subsurface wastewater disposal systems. No impact to existing public water and wastewater systems will occur.

The site is not currently serviced by electric, gas, phone or cable systems. Utilities are available and can be extended to provide service to the development.

H. STORAGE AND HANDLING OF ANY HAZARDOUS MATERIALS

The proposed uses are residential and are not anticipated to use, store, generate and/or discharge potentially polluting materials. Small quantities of material such as cleaning products and chemicals may be used on each site.

I. TRAFFIC IMPACT STUDY

Access to the site is from Cunningham Lake Road, a public road maintained by the Livingston County Road Commission. A private road entrance to the development has been located to maximize site distance for ingress and egress to Cunningham Lake Road. No new driveways will directly access Cunningham Lake Road from this development.

The limited number of new homes proposed within the development is anticipated to have a minor adverse impact on traffic in the area.

J. HISTORIC AND CULTURAL RESOURCES

No impact to historic and/or cultural resources is anticipated.

K. SPECIAL PROVISIONS

No special provisions or requirements are currently proposed for this facility.

From: [Joe Seward](#)
To: [Amy Ruthig](#)
Subject: RE: Master Deed and Bylaws for Mountain Top Estates
Date: Tuesday, April 30, 2019 12:45:15 PM
Attachments: [image001.png](#)
[image002.png](#)
[Mountain top Estates MASTER DEED-TJS.PDF](#)
[MASTER DEED-TJS.PDF](#)

Amy I have reviewed both the Master Deed and the By-Laws. Attached are my comments made on the document. Here is a list of those comments. First the Master Deed, the Michigan statute requires in the Master Deed where the plans and architectural drawing are kept. While that may not be a concern for the Township, the statute does require that. The comments of substance for the Township are at the 11th page, any sign needs to comply with the Township's ordinances and the Master Deed should acknowledge that.

The next comment is on the 13th page and discusses dimensional modifications. Again I think that any changes has to acknowledge compliance with the Township's ordinances. Otherwise the markups I made are typos that I caught.

As to the By-Laws, on the 16th page I suggest the word authority be plural as both the Township and Livingston County may need to approve the construction. Otherwise I just caught some typos.

If you have any questions please don't hesitate to contact me.

Joe



T. Joseph Seward
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Royal Oak, MI 48067
T 248.733.3580
F 248.733.3633
E jseward@SewardHenderson.com

From: Joe Seward
Sent: Tuesday, April 30, 2019 9:11 AM
To: Amy Ruthig <amy@genoa.org>
Subject: RE: Master Deed and Bylaws for Mountain Top Estates

Attached are my comments for the Mountain Top Estates Master Deed. Shortly you will see my comments on the By-Laws



Mich. Comp. Laws Ann. § 559.108 requires the Master Deed to specify the identification of the local unit of government with which the detailed architectural plans and specifications for the project have been filed. that is missing



MASTER DEED

MOUNTAIN TOP ESTATES CONDOMINIUM

Preamble

This Master Deed is made an executed on this ____ day of _____, 2019 by Mountain Top Estates, LLC, a Michigan limited liability company, hereinafter referred to as “Developer,” the mailing of which is P.O. Box 469, Brighton, Michigan 48116, represented herein by its sole member who is fully empowered and qualified to act on behalf of the company, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended, herein referred to as the “Act”)

WITNESSETH

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Mountain Top Estates Condominium as a Condominium under the Act and does declare that Mountain Top Estates Condominium (hereinafter referred to as the “Condominium”, “Project” or the “Condominium Project”) shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other matter utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits “A” and “B” hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium shall be known as Mountain Top Estates Condominium, Livingston County Condominium Subdivision Plan No. _____. The architectural plans and specifications for each Unit constructed or to be constructed in the Condominium have been or will be filed with the Charter Township of Genoa, Livingston County, Michigan. The Condominium is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, and area of each Unit therein, and the designation of Common Elements as General Common Elements or Limited Common Elements are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto and/or in Article IV of this Master Deed. Each Unit is created for residential purposes and is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners the Common Elements of the Condominium as provided in this Master Deed. The provisions of this Master Deed, including, but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

ARTICLE II

LEGAL DESCRIPTION

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

A parcel of land located in the Southeast quarter of Section 34, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, said parcel more fully described as:

Commencing at the Southeast corner of Section 34, Town 2 North, Range 5 East; thence S86°53'39"W 610.81 feet (as monumented L.C.R.C., L.S.C. #170M) (*recorded as S87°27'50"W 620.79 feet*) on South line of said Section to the **POINT OF BEGINNING**; thence continuing S86°53'39"W 700.33 feet (*recorded as S87°27'50"W 699.88 feet*) along said South line of Section 34 and the nominal centerline of Cunningham Lake Road (33-foot wide 1/2 Right-of-Way);

thence N02°38'32"W 1163.72 feet (*recorded as N02°41'06"W 1150.07 feet*) along (in-part) the East line of "Copperleaf," according to the Master Deed thereof, as recorded in Liber 3924, Page 7604, Livingston County Records, as amended, if any, and designated as Livingston County Condominium Subdivision Plan No. 274;
thence N87°32'14"E 951.50 feet (*recorded as N87°30'35"E 951.63 feet*) along the South line of "Mystic Lake Hills Subdivision No. 2," according to the plat thereof, as recorded in Liber 18 of Plats, Pages 28 through 32, inclusive, Livingston County Records;
thence S02°32'30"E 680.78 feet (*recorded as S02°33'20"E 681.00 feet*);
thence S87°30'31"W 320.14 feet (*recorded as S87°30'35"W, 320.00 feet*);
thence S02°32'38"E 221.48 feet (*recorded as S02°33'20"E 221.54 feet*);
thence N87°28'54"E (*recorded as N87°27'50"E*) 70.94 feet;
thence S02°32'59"E 253.51 feet (*recorded as S02°32'10"E 247.02 feet*) to the Point of Beginning.

Subject to the rights of the public over that portion thereof occupied by Cunningham Lake Road, subject to and together with all easements and restrictions affecting title to the above described premises.

Commonly known as Vacant Land
Tax ID #: 4711-34-400-008

ARTICLE III

DEFINITIONS

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

Section 1. Act. "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Arbitration Association. "Arbitration Association" means the American Arbitration Association or its successor.

Section 3. Association. “Association” means Mountain Top Estates Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 4. Board of Directors or Board. “Board of Directors” or “Board” means the Board of Directors of Mountain Top Estates Condominium Association, a Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

Section 5. Bylaws. “Bylaws” means Exhibit “A” hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the Corporate Bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 6. Common Elements. “Common Elements,” where used without modification, means both the General and Limited Common Elements, if any, described in Article IV hereof.

Section 7. Condominium Documents. “Condominium Documents” wherever used means and includes this Master Deed and Exhibits “A” and “B” hereto, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association as all of the same may be amended from time to time.

Section 8. Condominium Premises. “Condominium Premises” means and includes the land described in Article II above, and the buildings, improvements, and structures thereon, and all easements, rights and appurtenances belonging to Mountain Top Estates Condominium as described above.

Section 9. Condominium Project, Condominium, or Project. “Condominium Project,” “Condominium,” or “Project” means Mountain Top Estates Condominium as a Condominium established in conformity with the provisions of the Act.

Section 10. Condominium Subdivision Plan. “Condominium Subdivision Plan” means Exhibit “B” hereto.

Section 11. Construction and Sales Period. “Construction and Sales Period” means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer continues to

construct or proposes to construct additional Units in the Condominium, together with any applicable warranty period in regard to such Units.

Section 12. Co-owner. “Co-owner” means a person, firm, corporation, partnership, limited liability company, limited liability partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium, and shall include a land contract vendee. The term “Owner,” wherever used, shall be synonymous with the term “Co-owner.”

Section 13. Developer. “Developer” means Mountain Top Estates, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term “Developer” whenever, however, and wherever such term is used in the Condominium Documents.

Section 14. First Annual Meeting. “First Annual Meeting” means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all directors and upon all other matters which may properly be brought before the meeting. Such meeting is to be held: (a) in the Developer’s sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (c) mandatorily after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 15. Transitional Control Date. “Transitional Control Date” means the date on which a Board of Directors of the Association takes office pursuant to an election of the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 16. Unit or Condominium Unit. “Unit” or “Condominium Unit” means a single residential Unit in Mountain Top Estates Condominium as such Unit may be described in Exhibit “B” hereto and in Article V, Section 1 below, and shall have the same meaning as the term “Condominium Unit” as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner(s) of the Unit within which they are located and shall not, unless otherwise expressly provided for in the Condominium Documents, constitute Common Elements.

Other terms which may be utilized in the Condominium Documents and which are not defined herein above shall have the meanings as provided in the Act.

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

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Condominium, described in Exhibit “B” attached hereto, and the responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

- (a) Land. The land described in Article II hereof, including the storm water detention area, and any easement interests of the Condominium in the land provided to it for ingress and egress, if any, and other common areas, when included as part of the Condominium.
- (b) Roadways. All roadways designated on the Condominium Subdivision Plan, subject to the rights of the public, if any, over any portions of rights-of-way.
- (c) Electrical. The electrical transmission system throughout the Project to the extent that it serves all Units up to the point of connection with the Unit as defined in Article III, section 17 and Article V, section 1 herein.
- (d) Telecommunications. The telephone, cable television, and/or telecommunication system throughout the Project to the extent that it serves all Units up to the point of connection with the Unit as defined in Article III, section 17 and Article V, section 1 herein.
- (e) Gas. The gas distribution system throughout the Project to the extent that it serves all Units up to the point of connection with the Unit as defined in Article III, section 17 and Article V, section 1 herein.
- (f) Site Lighting. Any lights designed to provide illumination for the Condominium Premises as a whole.
- (g) Storm Sewer System. The entire storm sewer system (including retention and detention areas and easements) throughout the Project as shown on Exhibit B.
- (h) Easements. All beneficial easements that may exist or may be created in the Master Deed or otherwise for the benefit of all Units.
- (i) Entrance and Landscaped Areas. The entrance areas, including the identifying entrance sign for the Condominium Project, and all other General Common Elements landscaped areas within the Project as designated on the Condominium Subdivision

Plan, the Landscaping Plan, as approved by General Township, and/or as established by the Developer and/or the Association.

- (j) Underground Lawn Irrigation System. The underground lawn irrigation system throughout the Condominium, if any.
- (k) Other. Such other elements of the Condominium not herein designated as General or Limited Common Elements and which are intended for common use or necessary to the existence, upkeep and safety of the Condominium.

Some or all of the utility lines, systems (including mains and service leads) and equipment, the cable television system, and the telecommunications system, if and when constructed, 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, and the cable television and telecommunications systems, if and when constructed, 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.

Section 2. Limited Common Elements. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner or Co-owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

- (a) Private Well. The private well for residential water usage and all of its appurtenances.
- (b) Septic System. The septic system for residential sewage disposal and all of its appurtenances.
- (c) Appurtenances to be Constructed. Any other appurtenances or areas for individual Units which are constructed pursuant to the Condominium documents shall be limited in use to the Co-owner of the Unit to which it is appurtenant to.
- (d) Driveways. Driveways serving the residence constructed to serve one or more individual Units, to the extent located outside the boundaries of the Condominium Unit.
- (e) Utility Services. The pipes, wiring, lines, conduits and other appurtenances supplying electricity, gas telephone, cable, and/or other utility serve to a Unit, from the point of connection with a General Common Element.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Units and the General and Limited Common Elements are as follows:

- (a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of the Bylaws (Exhibit "A" hereto) expressly to the contrary.
- (b) Public Utilities. Public utilities furnishing services such as electricity and telephone to the Condominium shall be access to the Common Elements and Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services, shall be borne by the individual Co-owners and/or by the Association, as the case may be, as set forth in the provisions of this Article IV, Section 3.
- (c) Limited Common Elements. The costs of maintenance, decoration, repair and replacement of all Limited Common Elements shall be borne by the Co-owner, in accordance with the provisions of the Bylaws and subject to any provisions of the Bylaws (Exhibit "A" hereto) expressly to the contrary.
- (d) Condominium Units. Subject to the Condominium Documents and the regulations and standards in the Genoa Township Zoning Ordinance, each Co-owner shall be responsible for the decorating, maintaining, repairing or replacing each and every part of the Unit, together with all improvements thereon, along with any portion of the yard of the Co-Owner which is located within the right-of-way of any road, except those portions of any easement or right-of-way situated within the Condominium which exists primarily for the benefit of person other than the Co-Owner.
- (e) Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he/she is responsible, the Association (and/or the Developer during the Development and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair, or replace those items all at the expense of the Co-owner. Such right shall be conditioned upon 10 days advance written notice to the Co-owner of the intention to take such action. Failure of the Association (or the Developer) to take such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time, nor shall the Developer or the Association be liable to any Co-owner or any other person for failure to take such action. The Developer and the Association shall have easements in furtherance of the rights accorded them hereunder as set forth in this Master Deed and no exercise of such rights shall be deemed to be a trespass or other infringement of the rights of any Co-owner, lessee or other person and shall not render the Developer or the Association liable to any person whatsoever on account of such exercise. All costs incurred by the Association or the Developer in performing any responsibilities under this

Article which are required in the first instance to be borne by any Co-owner shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines. Any costs becoming assessable hereunder shall include not only the direct costs of such maintenance, repair, replacement, or decoration, but shall also include attorney fees and costs and such reasonable indirect costs as are determine, in the discretion of the assessing party, to have been incurred by it in taking such action.

Section 4. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan of the Mountain Top Estates Condominium Project as prepared by Desine Inc. and which plan is attached hereto as Exhibit "B". Each Unit is designed as a separate building site to contain a residential structure and related appurtenances and shall include all of the space located within the horizontal and vertical Unit boundaries, as depicted on Exhibit "B" hereto. There are fifteen (15) Units in the Condominium.

Section 2. Percentages of Value. The total percentage of value is 100%. The percentage of value assigned to each Unit is equally divided between the fifteen (15) Units in the Condominium Project and are determinative of each Co-owner's undivided interest in the Common Elements and proportionate share of each respective Co-owner's vote at meetings of the Association of Co-owners.

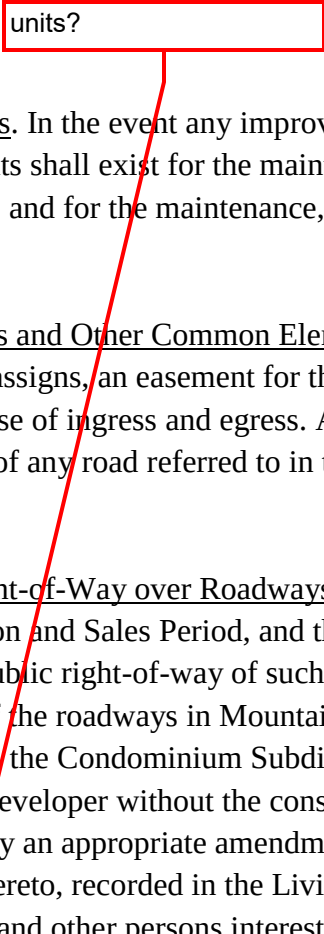
Section 3. Modification of Units and Common Elements by Developer. Subject to the regulations and standards in the Genoa Township Zoning Ordinance, the size, location, nature, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in Exhibit "B" as same may be revised or

amended from time to time, may be modified, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person so long as such modifications do not unreasonably impair or diminish the appearance of the Condominium or the privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element. All of the Co-owners and mortgages of Units and other persons interested or to become interested in the condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed or effectuate the foregoing. 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 the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VI

EASEMENTS

units?



Section 1. Easement for Maintenance of Encroachments. In the event any improvements located on a Unit encroach upon a Common Element, easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance, repair and replacement thereof following damage or destruction.

Section 2. Easement Retained by Developer over Roads and Other Common Elements. Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads in the Condominium for the purpose of ingress and egress. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article VI, Section 2 shall be shared by the Co-owners.

Section 3. Reservation of Right to Dedicate Public Right-of-Way over Roadways. The Developer reserves the right to any time during the Construction and Sales Period, and the Association shall have the right thereafter, to dedicate to the public right-of-way of such width as may be required by the local public authority over any or all of the roadways in Mountain Top Estates Condominium shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Livingston County Records. All of the Co-owners and mortgagees of nits and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication. This right of dedication in no way whatsoever obligates

the Developer to construct or install the roads in a manner suitable for acceptance of such dedication by the local public authority.

Section 4. Easement Retained by Developer to Tap Into Utilities and for Surface Drainage. Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains located on the Condominium Premises, including, but not limited to, telephone, electric, water, gas, cable television, video text, broad band cable, satellite dish, earth antenna and other telecommunications systems, and storm and sanitary sewer mains. In the event that the Developer, its successors and assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying in, extension or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains shall be shared by the Co-owners.

Section 5. Dedication and Reservation of Right to Grant Easement for Storm Sewer System and Utilities. Subject to the regulations and standards in the Genoa Township Zoning Ordinance, the Developer reserves the right at any time during the Construction and Sales Period, and the Association shall have the right thereafter, to dedicate the storm sewer system and/or utilities and to grant easements for the storm sewer system and/or utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of the storm sewer system and/or utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Livingston County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 6. Sign Easement. Developer also hereby reserves for the benefit of itself, its successors and assigns a perpetual easement for a sign [pertaining to the Condominium and provides for maintenance and repair of that easement by the Association.

Section 7. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the First Annual Meeting), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under, and across the Condominium necessary for the benefit of the Condominium; subject, however to the approval of the Developer so long as the Construction and Sales Period has not expired.

Bracket?, add language "and in compliance with Genoa Charter Townships' sign ordinance"

and?

Section 8. Association and Developer Easements for Maintenance, Repair and Replacement. The Developer, the Association, and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill and responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the condominium. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves, sump pumps and other Common Elements located within any Unit or its appurtenant Limited Common Elements. Neither the Developer nor the Association shall be liable to the owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his installment of the annual assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action and foreclosure of the lien securing payment as provided for in Article Ii of the Bylaws (Exhibit "A" hereto) and the Act.

Section 9. Telecommunications Agreement. The Association, acting through its duly constitute Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber serve fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multi-channel multi-point distribution service and similar services (collectively, "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any Federal, State or local law or ordinance and such acts are expressly subject to the regulations and standards in the Genoa Township Zoning Ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such

constituted?

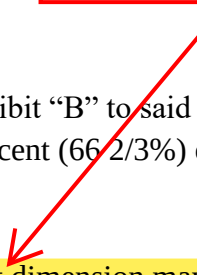
service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Developer during the Construction and Sales Period and, thereafter, the Association.

Section 10. Sharing of Expenses. For purposes of this Article VII, the calculation of any fraction for the sharing of pertinent expenses according to the number of Units in this Condominium and the Units in the Future Development Area, shall include only those Units for which a certificate of occupancy has been issued by the Township.

ARTICLE VII

AMENDMENT

do we want to add any dimension modification must comply with the Township's ordinance as well as the county requirement



This Master Deed and the Condominium Subdivision Plan (Exhibit “B” to said Master Deed) may be amended with the consent of sixty-six and two thirds percent (66 2/3%) of all of the Co-owners in number and in value, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. **No Unit dimension may be modified** without the consent of the Co-owner or mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner or mortgagee of any Unit to which the same are appurtenant.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two thirds (66 2/3%) percent of all mortgagees of record, allowing one (1) vote for each mortgage held.

Section 3. By Developer. Prior to one (1) year after expiration of the Construction and Sales Period described in Article III, Section 12 above, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit “B” in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit “A” as do not materially affect any rights of any Co-owners or mortgagees in the Condominium, including but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage corporation, the Federal

National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal Government or of the State of Michigan.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 7(c) of the Bylaws and except as provided in Article V and Article VI hereof.

Section 5. Termination, Vacation, Revocation and Abandonment. The Condominium may not be terminated, vacated, revoked or abandoned without the written consent of the Developer during the Construction and Sales Period) together with eighty percent (80%) of the non-developer Co-owners, in number and in value, and as otherwise allowed by law.

Section 6. Developer Approval. During the Construction and Sales Period, Article V, Article VI, and Article VII shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer. During the time period referenced in the preceding sentence, no other portion of the Condominium Documents or the attached Exhibit "B" may be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent to the Developer. No easements, if any, created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefited thereby.

Section 7. Township Approval. The Master Deed and Bylaws may not be amended to modify or eliminate any terms and/or conditions required by the Charter Township of Genoa without the consent of the Township.

ARTICLE III

ASSIGNMENT

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

(Signatures on following page.)

MOUNTAIN TOP ESTATES, LLC
a Michigan limited liability company

By: Stephen M. Davis
Its: Sole and Authorized Member

STATE OF MICHIGAN)
)ss
COUNTY OF LIVINGSTON)

On this _____ day of _____, 2019, the foregoing Master Deed was acknowledged before me by Stephen M. Davis, the Sole and Authorized member of Mountain Top Estates, LLC, a Michigan limited liability company.

Kristin D. Lee, Notary Public
Livingston County, Michigan
My commission expires: 02/26/2022

Drafted by and when recorded return to:

Douglas D. Cameron (P26818)
MANCUSO & CAMERON PC
722 E. Grand River Avenue
Brighton, MI 48116
(810) 225-3300

EXHIBIT “A”

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Mountain Top Estates Condominium, a residential Condominium located in the Township of Genoa, County of Livingston, State of Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, hereinafter called the “Association,” organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of Common Elements, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, and duly adopted rules and regulations of the Association, and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner, including the Developer, shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute receipts affecting the administration of the condominium within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

- (a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the propose operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in and manner of a Unit Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Co-owner shall continue to pay each monthly or other periodic installment at the monthly or periodic rate established for the previous fiscal year until notified of the monthly or periodic payment which is due more than ten (10) days after such new annual or adjusted budget is adopted. An adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by additional or special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium to determine if a great amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. The funds contained in such reserve fund shall be used for major repairs and replacements of Common elements. The Board of Directors may establish such other reserve funds as it may deem appropriate from time to time. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, management, maintenance and capital repair of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Ten Thousand (\$10,000.00) Dollars, in the aggregate, annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment without the Co-owner approval as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5 hereof. The discretionary authority of the Board of Directors to levy general, additional or special assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

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

Section 3. Appointment of Assessments; Default in Payment. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Any unusual expenses of administration which benefit less than all of the Condominium Units in the Condominium may be specially assessed against the Condominium Unit or Condominium Units in the proportion which the percentage of value of the benefited Condominium Unit bears to the total percentages of value of all Condominium Units so specially benefited. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by the Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple titles to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge in the amount of \$10.00 per month or such other amount as may be determined by the Board of Directors, effective upon fifteen (15) days' notice to members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. Such late charges shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or installments of assessments in default shall be applied first, to any late charges on such installments; second, to costs of collection and enforcement of payment, including reasonable attorney's fees as the Association shall determine in its sole discretion and finally to installments in default in order of their due dates, earliest to latest.

Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection

and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishments of all rights of the land contract purchaser in the Unit.

Section 4. Waiver of Use or Abandonment of Unit; Uncompleted Repair Work. No Co-owner may exempt himself from liability for his 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 Unit, or because of uncompleted repair work, or the failure of the Association to provide service to the Condominium.

Section 5. Enforcement. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in answer or set-off to a complaint brought by the Association for non-payment of assessments the fact that the Association or its agents have not provided the services or management to the Co-owner. Each Co-owner, and every person 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. The provisions of Michigan law pertaining to foreclosure or 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. Further, each Co-owner and every person 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 the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. The Association, acting on behalf of all Co-owners, may bid at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit. Each Co-owner of a Unit in the Condominium acknowledged that at the time of acquiring title to such Unit, he was notified of the provisions of this Section and that he 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 money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or her last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of a special or additional assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written Notice of Lien signed by an authorized representative of the Association that sets forth (i) the authorized representative's capacity to sign the Notice of Lien, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Condominium is located prior to commencement of any foreclosure proceeding; but it need not have been recorded as of the date of mailing as aforesaid. 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 Co-owner and shall inform the Co-owner that he may request a judicial hearing by bringing suit against the association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes of other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be entitled to vote at any meeting of the Association, or sign any petition for any purpose prescribed by the Condominium Documents or by law, and shall not be entitled to run for election or serve as a director or be appointed or serve as an officer of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him as provided by the Act.

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments, except with respect to occupied Units that it owns. An occupied Unit is one which is occupied as a residence. The Developer shall independently pay all direct costs of maintaining completed Units for which it is not required to pay Association assessments and shall not be responsible for any payments whatsoever to the Association connection with such Units. A completed Unit is one with respect to which a Certificate of Occupancy has been issued by the Livingston County Building Department. Certificates of Occupancy may be obtained by the Developer at such times prior to actual occupancy as the Developer, in its discretion, may determine. For instance, the only expense presently contemplated that the Developer might be expected to pay is a pro rata share of snow removal and other maintenance from time to time as well as a pro rata share of any administrative costs which the Association might incur from time to time. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. The Developer shall not

be responsible at any time for payment of Condominium assessments or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed. Notwithstanding the foregoing, the Developer shall be responsible to fund any deficit or shortage of the Association arising prior to the date of the First Annual Meeting resulting from the Developer's responsibility for assessments, as provided in the Section. The Developer shall, in no event, be liable for any assessment levied in whole or in part to purchase any Unit or to finance any litigation or other claims against the Developer, its directors, officers, agents principals, assigns, affiliates and/or the first Board of Directors of the Association or any directors of the Association appointed by the Developer, or any cost of investigating and preparing such litigation or claim or any similar or related costs.

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 9. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 10. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 11. Statement as to Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement of the association as to the outstanding amount of any unpaid Association assessments thereon, whether annual, additional or special, and related collection or other costs. Upon written request to the Association, accompanied by the copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire the Unit, the Association shall provide a written statement of such unpaid assessments and related collection costs 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 states, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of the 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 together with interest, cost, and attorney's fees incurred in the collection thereof, and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extend provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims, except real property taxes and first mortgages of record having priority. The Association may charge such reasonable amounts for preparation of such statement as the Association shall, in its discretion, determine.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner or Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration. The arbitrator's decision shall be final and binding; provided that no question affecting the claim of title of any person to any fee or life estate in real estate involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to the provisions of Article III, Section 1 shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the Courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Election by the parties to any such dispute, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances in the Courts.

Section 4. Co-owner Approval for Civil Actions against Developer and First Board of Directors. Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against the Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer-appointed Directors, for any reason, shall be subject to the limitations in the Articles of Incorporation and approval by a vote of sixty-six and two-thirds percent (66 2/3%) of all Co-owners, in number and value, and notice of such proposed action must be given in writing to all Co-owners in accordance with Article VII herein below. Such vote may only be taken at a meeting of the Co-owners and no proxies or absentee ballots shall be permitted to be used, notwithstanding the provisions of Article VII herein below.

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall carry a standard "all risk" insurance policy, which includes, among other things, fire and extended coverage, vandalism and malicious mischief and liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

- (a) Responsibilities of Association and of Co-owners. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagee of Co-owners.

Each Co-owner shall obtain insurance coverage at his own expense upon his Unit and appurtenant Limited Common Elements. It shall be Co-owner's responsibility to determine by personal investigation or from his own insurance advisor the nature and extent of insurance coverage adequate to recompense him for his foreseeable losses and thereafter to obtain insurance coverage for his personal property and any additional fixtures, equipment and trim (as referred to in subsection (b) below) located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit and also for alternative living expense in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. Each Co-owner shall file a copy of such insurance policy, or policies, including all endorsements thereon, or, in the Association's discretion, certificates of insurance or other satisfactory evidence of insurance, with the Association in order that the Association may be assured that such insurance coverage is in effect. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association. The liability insurance carried by the Association and the Co-owners shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

- (b) Insurance of Common Elements. All common Elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed amount basis for the entire Condominium with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total Project destruction if the insurance proceeds failed for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting, to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. It shall be each Co-owner's responsibility to obtain insurance coverage for all fixtures, equipment, pipes, conduit, duct trim, and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing; provided, however, that any such agreement between the Association and the Co-owner shall provide that any additional

premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as part of the assessments against said Co-owner under Article II hereof. This provision shall not preclude the Association from obtaining such coverage on its own initiative.

- (c) Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- (d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, that the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring the repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than repair, replacement or reconstruction of the Condominium unless all of the institutional holders of first mortgages on Units in the Condominium have given their prior written approval.
- (e) Determination of Primary Carrier. It is understood that there will be overlapping coverage between the Co-owners' policies and those of the Association, as required to be carried pursuant to this Article. In situations where both coverages/policies are applicable to a given loss, the provisions of this subsection shall control in determining the primary carrier. In cases of property damage to the Unit and its contents or a Limited Common Element for which the Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of the Master Deed (including improvements and betterments), the Co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of property damage to the General Common Elements or a Limited Common Element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of the Master Deed, the Association's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the Unit or in/upon a Limited Common Element for which the Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of the Master Deed (including improvements and betterments), the Co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the General Common Elements or in/upon a Limited Common Element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of the Master Deed (including improvements and betterments), the Association's policy/carrier shall be deemed to be the primary carrier. In all cases where the Association's policy/carrier is not deemed the primary policy/carrier, if the Association's policy/carrier contributes to payment of the loss, the Association's liability to the Co-owner shall be limited to the amount of the insurance proceeds, and shall not in any event require or result in the Association paying or being responsible for any deductible amount under its policies. In cases where the Co-owner's policy is deemed primary for the purpose of covering losses where the damage is incidental or caused by a General Common Element or the repair or replacement thereof, the insurance carrier of the Co-owner shall have no right of subrogation against the Association or its carrier.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium, his Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute same to the Association, the Co-owner 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 Co-owners and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. In the event any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

- (a) Partial Damage. In the event the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by unanimous vote of all the Co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval for such termination.
- (b) Total Destruction. In the event the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless eighty (80%) percent or more of all of the Co-owners, in number and in value, agree to reconstruction by vote or in writing within ninety (90) days after the destruction and such termination shall also have received the approval of at least fifty one (51%) percent of those holders of first mortgages on Condominium Units who have requested the Association to notify them of any proposed action that requires the consent of a specified percentage of first mortgagees.

Section 2. Repair in Accordance with Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise and shall also be subject to the regulations and standards in the Genoa Township Zoning Ordinance.

Section 3. Co-owner and Association Responsibilities. In the event the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association in accordance with Section 5 of this Article V.

Section 4. Co-owner Responsibility for Repair. Regardless of the cause or nature of any damage or deterioration, including but not limited to incidents where the damage is incidental or caused by a General Common Element or the repair or replacement thereof, each Co-owner shall be responsible for the reconstruction, repair and maintenance of his Unit, including, but not limited to, windows and doors, floor coverings, wall coverings, window shades, draperies, interior walls, interior trim, furniture, light fixtures and all appliances, whether free standing or built-in. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5. Association Responsibility for Repair. Except as provided in Section 4 hereof, the Association shall be responsible for the maintenance, repair and reconstruction of the Common Elements (except as specifically otherwise provided in the Master Deed), however, in no event shall the Association be responsible for any damage to the contents of a Condominium Unit and/or any personal property of the Co-owner. Immediately after causality causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray 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 Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affect the appearance of the Condominium, subject to the regulations and standards in the Genoa Township Zoning Ordinance, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within six (6) months after the date of the occurrence which caused damage to the property.

Section 7. Eminent Domain. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the Condominium. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

- (a) Taking of Entire Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the Condominium, In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.
- (b) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty (50%) percent of all of the Co-owners, in number and in value, shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.
- (c) Continuation of Condominium after Taking. In the event the Condominium continues after 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 V of the Master Deed shall also be amended to reflect such taking and to proportionally readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred (100%) percent. 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 Co-owner.
- (d) Notification of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 8. Mortgages Held by FHLMC; Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request thereof by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of Common Elements of the Condominium if the loss or taking exceeds \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

Section 9. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit owner, or any other party, priority over any rights or first mortgages of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit owners of insurance proceeds of condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

Section 1. Residential Use. No unit in the Condominium shall be used for other than residential purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section. No Unit shall be used for commercial or business offices. The provisions of this Section shall not be construed to prohibit a Co-owner from maintaining a personal professional library, keeping personal, professional or business records or handling personal business or professional telephone calls in that Co-owner's Unit.

Section 2. Leasing and Rental.

- (a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. No Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a written lease, the initial term of which is at least twelve (12) months, unless specifically approved in writing by the Association. Such written lease shall (i) require the lessee to comply with the Condominium Documents and rules and regulations of the Association; (ii) provide that failure to comply with the Condominium Documents and rules and regulations constitutes a default under the lease, and (iii) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days prior written notice to the Condominium Unit Co-owner, in the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by Unit Co-owners. Each Co-owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors. Under no circumstances shall transient tenants be accommodated. For purposes of this Section 2(a), a "transient tenant" is a non-Co-owner residing in a Condominium Unit for less than sixty (60) days, who has paid consideration therefore. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Tenants and non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases, rental agreements, and occupancy agreements shall so state. The Developer may lease any number of Units in the Condominium and for such term(s) as it, in its discretion, may elect.
- (b) Leasing Procedures. A Co-owner, including the Developer, desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. Co-owners who do not live in the Unit they own must keep the Association informed of their current correct address and phone

number(s). If the Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing. The Board of Directors may charge such reasonable administrative fees for reviewing, approving, and monitoring lease transactions in accordance with this Article VI, Section 2 as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-owner in the same manner as the collection of assessments under Article II hereof. This provision shall also apply to occupancy agreements.

(c) Violation of Condominium Documents by Tenants or Non-Co-owner Occupants. If the Association determine that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

- (1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or non-Co-owner occupant.
- (2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or non-Co-owner occupant or advise the Association that a violation has not occurred.
- (3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this subsection may be summary proceeding. The Association may hold both the tenant or non-Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner or non-Co-owner occupant in connection with the Condominium Unit or the Condominium and for actual legal fees and costs incurred by the Association in connection with legal proceedings hereunder.
- (4) Arrearage in Condominium Assessments. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant or non-Co-owner occupant occupying a Co-owner's Condominium Unit under a lease, rental or occupancy agreement and the tenant or non-Co-owner occupant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement, lease or occupancy agreement by the tenant or non-co-owner occupant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceedings. The Association shall also have the right to initiate those proceedings. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions.

Section 3. Alterations and Modifications of Units and Common Elements. Subject to the regulations and standards in the Genoa Township Zoning Ordinance and the Condominium Documents, no Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors and of the Developer during the Construction and Sales Period. The Board of Directors, or the Developer, shall have the right to refuse to approve any such plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons; and, in passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium Project as a whole. Satellite dishes, antennas, and any other multichannel multipoint distribution service shall be prohibited to the extent permitted by law, subject to any written rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 9 of these Bylaws. The board may only approve such modifications as do not impair the soundness, safety, utility or appearance of the Condominium Project. The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement and shall be obligated to execute a Modification Agreement, if requested by the Association, as a condition for approval of such modification and/or improvement. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, sump pump, or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Architectural Control.

- (a) General. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Developer's rights under this article VI may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent of the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.
- (b) Approval Required. During the Construction and Sales period, no building, structure or other improvement shall be constructed within a Unit or elsewhere within the Project, nor shall any exterior modifications be made to any existing

buildings, structure or improvement, nor shall any hedges, trees, or substantial plantings or landscaping modifications be made, unless plans and specifications therefore, containing such detail as the Developer may reasonably request, have been first approved in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals from the local building authority. Buildings shall be located within the building envelope. Developer shall have the right to refuse to approve any such plans or specifications, color and/or materials specifications, grading or landscaping plans, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons, and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed, the proposed location within the Unit and the location of structures within adjoining Units and the degree of harmony thereof with the Condominium as a whole.

- (c) Construction Materials. All residences shall have finished exteriors of at least forty percent (40%) brick, stone or cultured stone. The Developer, in its sole discretion, shall have the right to approve deviations from these requirements and any such approved deviations shall not be deemed to be a waiver of enforcement of other unapproved deviations or designed to set precedent for future deviation requests.
- (d) Sizes of Residences. Each residence hereinafter constructed shall contain as a minimum the following sizes of finished living areas as calculated on exterior dimensions, exclusive of porches, patios, garages and basements:

One Story Home:	1,700 square feet
One and One-Half Story Home:	Minimum 1,200 square feet on the ground floor, with 2,200 square feet total
Two Store Home:	Minimum 1,200 square foot on the ground floor, With 2,300 square feet total.

No used or modular structures shall be placed on any Unit in the Condominium.

- (e) Construction Progress. All construction of any dwelling shall be completed within 12 months after commencement. The construction of any new dwelling or the repair of any residence damaged by fire or otherwise shall be completed as rapidly as possible and should the owner leave such building in an uncompleted condition for a period of more than one year, then the Developer or the Association or their agents or assigns are authorized to either tear down and clear from the Unit the uncompleted portion of such structure or to complete the same, at their option, and in either event, the expense incurred shall be charged against the owner's interest and shall become a lien on the Unit upon which the residence is located; subject to collection or enforcement. All excess

building materials shall be removed from the exterior of a Unit within 10 days after receipt of a final Certificate of Occupancy.

- (f) Temporary Structures. Temporary structures or buildings of any kind are expressly prohibited and temporary residence or occupancy shall not be permitted without a fully completed exterior of the residence being occupied and a Certificate of Occupancy having been issued.

Section 5. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owner, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, b-b guns, bows and arrows, sling shots or other similar dangerous weapons, projectiles or devices.

Section 6. Aesthetics. The Common Elements, Limited or General shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, deck, porch, balcony or other Limited Common Element, and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use, except as may be provided in rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefore at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by the Co-owner either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. Common Element Maintenance. Roadways shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the Common Elements, except as may be provided by duly adopted rules and regulations of the Condominium. Use of any amenities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations; provided, however, that use of any amenities in the Condominium shall be limited to the Co-owners who are members in good standing of the Association and to the tenants, land contract purchasers and/or other non-Co-owner occupants of the Condominium Units in which the Co-owner does not reside; provide, further,

however, that the non-resident Co-owner of such Condominium Units are members in good standing of the Association.

Section 8. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all-terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles, motorcycles, vehicles and trucks which are designed and used primarily for general transportation purposes, may be parked or stored upon the premises of the Condominium, unless enclosed in the Co-owner's garage with the door closed or in such other areas as may be specifically approved by the Association or parked in an area specifically designated therefore by the Association. Nothing herein contained shall be construed to require the Association to approve the parking or storage of such vehicles or to designate an area therefore. The Association shall not be responsible for any damages, costs or other liability arising from any failure to approve the parking or storage of such vehicles or to designate an area therefore. A Co-owner may not maintain more than four (4) vehicles upon the premises of the Condominium unless the Board of Directors specifically approves in writing otherwise. Co-owners must park their vehicles in their garage and in the Limited Common Element driveway, only, unless the Board of Directors has specifically approved otherwise in writing and/or as may otherwise be set forth in rules and regulations and promulgates pursuant to Article VI, Section 9 hereof. Garage doors shall be kept closed when not in use. Any non-assigned parking areas shall be reserved for the general use of the members and their guests. Commercial vehicles and trucks (except trucks designed and used primarily for personal transportation as herein provided) shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. For purposes of this Section, "commercial vehicles" means any vehicle that has any one of the following characteristics: (a) more than two (2) axles; or (b) gross vehicle weight rating in excess of 10,000 pounds. Noncommercial trucks such as Suburbans, Blazers, Bravadas, Jeeps, GMCs/Jimmys pickups, vans, and similar vehicles that are designed and used primarily for personal transportation shall be permissible. Nonoperational vehicles or vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. Nonemergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises. In the event that there arises a shortage of parking spaces, the Association, or the Developer, as the case may be, may allocate or assign available General Common Element parking spaces, from time to time, on an equitable basis, in accordance with Article IV, Section 1(a) of the Master Deed. The Association may cause vehicles parked or stored in violation of this Section to be removed from the Condominium Premises and the cost of such removal may be assessed and collected from the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof without liability to the Association. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may promulgate reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 9. Advertising. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, excluding "For Sale" signs, without written permission from the Association and, during the Construction and Sale Period, from the Developer.

Section 10. Regulations. Reasonable rules or regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use and operation of the Condominium may be made from time to time by the Board of Directors of the Association, including the First Board of Directors (or its successors appointed by the Developer prior to the First Annual Meeting of the entire Association held as provided in Article X, Section 2 of these Bylaws). Copies of all such rules and/or regulations and amendments thereto shall be furnished to all Co-owner and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such rule or regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owner, in number and in value, except that a Co-owner may not revoke any rule or regulation prior to the First Annual Meeting of the entire Association.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to any Limited Common Element from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common elements. This right of access shall include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves, sump pumps and other Common Elements located within Limited Common Elements for monitoring, inspection, maintenance, repair or replacement thereof. The Association or its agent shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit and/or to protect the safety and/or welfare of the inhabitants of the Condominium.

Section 12. Walls and Fences. Fences may not be installed in the front of any Unit. Fences may be installed in the back of any unit provided that the fence is less than 48 inches tall and is split rail in nature. Further, fences may only be installed if permitted by Genoa Township and approved by the Board of Directors and, during the Construction and Sales Period, by the Developer. Any Co-owner intending to construct any fence, in addition to Township submissions, must submit to the Board of Directors, and the Developer, if applicable, a detailed description and proposed layout showing size, location, materials, shape, landscaping, fencing, screening, and type of construction. The Board of Directors, and the Developer, if applicable, may attach any conditions it deems appropriate. Any approved fence must be maintained by the Co-owner in a safe and clean condition and must also be maintained in appearance consistent with the standards of the Condominium.

Section 13. Pools, Jacuzzis and Hot Tubs. Swimming pools, Jacuzzis, and hot tubs may be installed within a unit if permitted by Genoa Township and approved by the Developer during the Construction and Sales Period and, thereafter, by the Board of Directors. Any Co-owner intending to construct any pool, Jacuzzi, or hot tube, in addition to Township submissions, must submit to the Developer during the Construction and Sales Period and, thereafter, to the Board of Directors, a detailed description and proposed layout showing size, location, materials, shape, landscaping, fencing, screening, and type of construction. The Developer during the Construction and Sales Period and, thereafter, the Board of Directors may attach any conditions it deems appropriate. No above ground pools shall be permitted. Any approved pool, Jacuzzi, or hot tube, must be

maintained by the Co-owner in a safe and clean condition and must also be maintained in appearance consistent with the standards of the Condominium.

Section 14. Pets. Co-owners shall be permitted to maintain domesticated, household pets, provided however, that, unless otherwise permitted by Developer and/or the Association, not more than three (3) dogs and/or cats may be maintained by a Co-owner at any one time. Pets shall be contained at all times and shall not be allowed to roam free throughout the Condominium. Pets shall not cause a nuisance in the Condominium and, in the case of dogs, shall not be allowed to bark incessantly. Co-owners shall keep their pets on a leash when walking them and shall be responsible to clean up after their pets.

Section 15. Tree Removal. Trees measuring greater than eight inches (8") in diameter may not be removed from any Unit or the Common Elements without approval of the Developer during the Construction and Sales Period or the Association thereafter. Such approval shall not be unreasonably withheld. No Co-owner shall remove any tree outside of a building envelope without approval of the Developer during the Construction and Sales Period or the Association thereafter. Tree removal by a Co-owner within the rear or side yards of a residence is prohibited.

Section 16. Disposition of Interest in Unit by Sale or Lease. No Co-owner may dispose of a Unit in the Condominium, or any interest therein, by a sale or lease without complying with the following terms or conditions:

- (a) Notice to Association; Co-owner to Provide Condominium Documents to Purchaser or Tenant. A Co-owner intending to make a sale or lease of a Unit in the Condominium, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. Prior to the sale or lease of a Unit, the selling or leasing Co-owner shall provide a copy of the Condominium Master Deed (including Exhibits "A" and "B" thereto) and any amendments to the Master Deed, the Articles of Incorporation, and any amendment thereto, and the rules and regulations, as amended, if any, to the proposed purchaser or lessee. In the event a Co-owner shall fail to notify the Association of the proposed sale or lease or in the event a Co-owner shall fail to provide the prospective purchaser or lessee with a copy of the Master Deed referred to above, such Co-owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser or lessee with the terms, provisions and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his obligations to comply with the provisions of the Condominium Documents.
- (b) Developer and Mortgagees not Subject to Section. The Developer shall not be subject to this Section 16 in the sale or, except to the extent provided in Article VI, Section 2(b), the lease of any Unit in the Condominium which it owns, nor shall the holder of any mortgage which comes into possession of a Unit pursuant

to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, be subject to the provisions of this Section 16.

Section 17. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to the telephone, water, plumbing, electrical, cable television, or other utility conduits and systems and other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, as the case may be, resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, tenants, land contract purchasers, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in the Condominium documents. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Section 18. Reserved Rights of Developer. The Developer retains the following rights with respect to the Condominium:

- (a) During the Construction and Sales Period, as same is defined in Article III, Section 12 of the Master Deed, all of the following alterations are subject to Developer approval:
 - (i) The commencement, erection or maintenance of any buildings, fences, decks, wood privacy screens, patios, walls, walks or other structures or improvements.
 - (ii) The addition to, or change or alteration of any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit.
 - (iii) The planting of hedges, trees or other substantial plantings or landscaping modifications.

The alterations listed may not be made until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, heights, material, color, scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer.

Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons. In passing upon any such plans, specifications, grading or landscaping, the Developer shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole, who will be requested to bear the maintenance, repair and/or repair responsibility for same and any adjoining properties under development or proposed to be developed by the Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development and shall be binding upon both the Association and upon all Co-owners.

Section 19. Developer's Rights to Furtherance of Development and Sale. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs of billboards, if any, of the Developer during the Construction and Sales Period, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, the Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by Developer and/or the development, sale or lease of other off-site property by Developer or its affiliates, and Developer may continue to do so during the entire Construction and Sales Period and the warranty period applicable to any Unit in the Condominium. The Developer shall restore the area so utilized to habitable status upon termination of use.

Section 20. Enforcement of Bylaws. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements, and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws. The provisions of this Section 17 shall not be construed to be a warranty or representation of any kind regarding the physical condition of the Condominium.

Section 21. Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorney's fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations promulgated by the Board of Directors of the

Association under Article VI, Section 9 of these Bylaws, and any costs, expenses, and attorneys' fees incurred in collecting said costs, damages, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 22. Public and Environmental Health. Public water and sanitary waste disposal are not available to the Condominium and, therefore, each Unit is entirely dependent on on-site water and sewage disposal systems. All water and sewage disposal systems shall meet the standards established by the Livingston County Health Department. The following public and environmental health restrictions shall apply:

1. No Unit in the Condominium shall be used for other than a single family dwelling.
2. There shall be no future subdividing of any building which would utilize individual on-site sewage disposal and/or water supply systems.
3. "Mountain Top Estates" Site Condominium Project has been approved for fifteen (15) individual Units as described in Desine Inc. Site Plan, Project #183568, dated April 5, 2019. Subsurface wastewater disposal fields shall be located in the exact areas as depicted on the Site Plan.
4. All wells shall be drilled by a Michigan licensed well driller and be drilled to a depth that will penetrate a minimum of a ten (10) foot impervious clay layer and/or shall maintain a minimum of fifty (50) feet from the static water level to the bottom of the casing or top of the screen.
5. The test wells used to determine on-site water supply adequacy have been drilled on Unit 7 and 5923 Cunningham Lake Road. If these wells are not intended for the use as a potable water supply, then they must be properly abandoned according to Part 127, Act 368, P.A. 1976 of the Groundwater Quality Control Act.
6. The test wells throughout the Project which are not functional must be abandoned according to Part 127, Act 368, P.A. 1976 of the Groundwater Quality Control Act. Written certification as to the abandonment of these wells by a licensed well driller must be submitted to the Livingston County Health Department.
7. Well access for Units 1 through 6, Unit 9 and Units 13 through 15 may be difficult due to steep slopes in the proposed well locations. Therefore, prior to issuance of a permit, a detailed diagram must be submitted to the Livingston County Health Department regarding access to these proposed locations.
8. There shall be no underground utility lines located within the areas designated as active and reserve septic system areas.
9. The reserve septic locations as designated on the site plan on file at the Livingston County Health Department must be maintained vacant and accessible for future sewage disposal uses.
10. Prior to the issuance of permits for Unit 15, individual engineered grading plans showing elevation and design specifications for both proposed active and reserve septic areas along with the house, well, and utility locations shall be

submitted to the Livingston County Health Department for review and approval. Due to the fact that engineered plans shall be required along with written engineer approval after the septic areas have been prepared, the cost of the system may be higher than a typical conventional sewage disposal system.

11. The active and reserve septic areas shall be prepared according to the information submitted by the engineer on Units 9 and 10. Elevation and design specifications shall be submitted to the Livingston County Health Department for review and approval. Engineer certification is required indicating that these Unit areas have been prepared under engineer guidelines with written certification along with an “as-built” drawing depicting the original grades and final constructed grades in the cut or filled areas.
12. The on-site sewage disposal systems for Units 1 through 3, Unit 7, Unit 8, and Units 11 through 13 will require the excavation of slow permeable soils to a more permeable soil ranging between 4 to 7 feet in depth. Due to the fact that unsuitable soils will be excavated in the area and replaced with a clean sharp sand, the cost of the system may be higher than a conventional sewage disposal system.
13. Unit 1, Unit 6 and Unit 10 will require an enlarged system due to the heavy soil structure witnessed on these Units. These Unit owners may refer to the soil conditions on file at the Livingston County Health Department.
14. The engineer must give written certification that any additional grades, filling and/or land balancing that has taken place as part of the construction of the Project has not affected the placement for either the active or reserve sewage disposal systems. This certification must be given stating that there has been no change on any affected Units.
15. Written engineer certification must be given which indicates that all storm drains which are within fifty (50’) feet (greater than 25 feet) to the proposed active or reserve septic system areas have been sealed with a water tight premium joint material. All septic systems shall maintain no less than 50 feet from any detention/retention pond unless approved by the Livingston County Health Department.
16. A 1,400 square foot area has been designated on each Unit for the active and reserve sewage disposal systems to accommodate a typical four bedroom single family home. Proposed homes exceeding four bedrooms must show that sufficient area exists for both active and reserve sewage systems which meet all acceptable isolation distances.
17. There shall be no activity within any regulated wetlands unless permits have been obtained from the Michigan Department of Environmental Quality.
18. All public and environmental health restrictions placed on the “Mountain Top Estates” Site Condominium are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

ARTICLE VII

JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-owner shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association and these Bylaws, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a sixty-six and two-thirds percent (66 2/3%) of all Co-owners, in number and in value, and shall be governed by the requirements of this Article II. The requirements of this Article VII will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposed to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner and the Developer shall have standing to sue to enforce the requirements of this Article VII. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments.

Section 1. Board of Directors' Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 2. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of valuating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

- (a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:
 - (1) Is in the best interests of the Association to file a lawsuit;
 - (2) That at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;
 - (3) Litigation is the only prudent, feasible and reasonable alternative; and
 - (4) The Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.
- (b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information:
 - (1) The number of years the litigation attorney has practiced law; and

- (2) The name and address of every condominium and homeowner Association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.
- (c) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.
- (d) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case (total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.
- (e) The litigation attorney's proposed written fee agreement.
- (f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 6 of this Article VII.

Section 3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

Section 4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

Section 5. Co-owner Vote Required. At the litigation evaluation meeting, the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association) other than a suite to enforce these Bylaws or collect delinquent assessments) and the retention of the litigation attorney shall require the approval of sixty-six and two-thirds (66 2/3%) percent of all Co-owners, in number and in value. In the event the litigation attorney is not approved, the entire litigation attorney evaluation and approval process set forth in Section 2 hereinabove and in this Section 5 shall be conducted prior to the retention of another attorney for this purpose. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 6. Attorney's Written Report. During the course of any civil action authorized by the Co-owner's pursuant to this Article VII, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

- (a) The attorney's fees, the fees of any experts retained by the attorney or the Association, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").
- (b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
- (c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
- (d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
- (e) Whether the originally estimated total cost of the civil action remains accurate.

Section 7. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- (a) The status of the litigation;
- (b) The status of settlement efforts, if any; and
- (c) The attorney's written report.

Section 8. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 9. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE VIII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association shall report any unpaid assessments due from the Co-owner of such Unit to the holder of any first mortgage covering such

Unit and Co-owners shall be deemed to specifically authorize said action pursuant to these bylaws. The Association shall give to the holder of any first mortgage covering any Unit in the Condominium written notification of any other default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE IV

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned when voting by number and one (1) vote, the value of which shall equal the total of the percentages allocated to the Units owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in number and in value.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of members held in accordance with Article X, Section 2, except as specifically provided in Article X, Section 2. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article IX below or by a proxy given by such individual representative except as otherwise provided herein in Article III, Section 4 hereinabove. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no units at some time or from time to time during such period. At and after the First Annual Meeting, the Developer shall be entitled to vote for each Unit which it owns.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association, sign petitions and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name, address and telephone number of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name, address and telephone number of each person, firm, corporation, limited liability partnership, limited liability company, partnership, association, trust, or other entity who is the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of thirty-five (35%) percent in number and in value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association except for voting on questions specifically provided hereinto require a greater quorum or where voting in person is required by the Bylaws. The written absentee ballot of any person furnished at or prior any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is case except where prohibited herein.

Section 5. Voting. Votes may be cast in person or by proxy or by a written absentee ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy, except as otherwise provided herein in Article III, Section 4, hereinabove. Proxies and any absentee ballots must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy (or absentee ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority hereinabove set forth and may require a designated percentage in both number and value of all Co-owners and may require that votes be cast in person.

ARTICLE X

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Robert's Rules of Order, or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than fifty (50%) percent in number of the Units that may be created in Mountain Top Estates Condominium have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than fifty-four (54) months after the conveyance of legal or equitable title to non-developer Co-owner of a Unit in the Condominium, whichever first occurs. The Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held in the month of May each succeeding year after the year in which the First Annual Meeting is held, on such date and at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XII of these Bylaws. The Co-owner may also transact at annual meetings such other business of the Association as may be properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition signed by one-third (1/3) of the Co-owners in number presented to the Secretary of the Association, but only after the First Annual Meeting has been held or at the request of the Developer. A Co-owner must be eligible to vote at a meeting of members to validly sign a petition. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting, except for the Litigation Evaluation Meeting which notice requirements are prescribed in Article VII, Section 2 hereinabove. The mailing, postage prepaid, of a notice of the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article IX, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called to attempt to obtain a quorum.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for the purpose of election of directors of officers); (g) election of directors (at annual meetings or special meetings held for such a purpose); (h) unfinished business; (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary, and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members, except for litigation referenced in Article III and Article VII above. Ballots shall be solicited in the same manner as provided in Section 5 above for the giving of notice

of meetings of members. Such solicitation shall specify: (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be case in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of: (i) a number of ballots which equals or exceed the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions of any meeting of members, either annual or special, except the litigation evaluation meeting discussed in Article VII hereinabove, however called and noticed, shall be as valid as through made a t a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy or by absentee ballot; and if, either before or after the meeting, each of the members not present in person or by proxy, or absentee ballot, signs a written waiver of notice, or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the president or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE XI

ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty (50%) percent in number of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate Communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to the Co-owners. A Chairman of the Committee shall be selected by the members. The Advisory Committee shall cease to exit automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XII

BOARD OF DIRECTORS

Section 1. Qualifications of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom must be members in good standing of the Association or officers, partners, trustees, employees or agents of members of the Association except for the first Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto appointed by the Developer. Directors shall serve without compensation.

Section 2. Election of Directors.

- (a) First Board of Directors. The first Board of Directors shall be comprised of one (1) person and such first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owner to the Board, the Board shall be increased in size to three (3) persons. Thereafter, elections for non-developer Co-owner directors shall be held as provided in subsections (b) and (c) below. The directors shall hold office until their successors are elected and hold their first meeting.
- (b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of twenty-five (25%) percent in number of the Units that may be created, at least one (1) director and not less than one-fourth (1/4) of the Board of Directors shall be elected by non-developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of fifty percent (50%) percent in number of the Units that may be created, not less than one-third (1/3) of the Board of Directors shall be elected by non-developer Co-owners. When the required number of conveyances has been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required director or directors, of the directors so elected, the Developer shall then immediately appoint such director or directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or become incapacitated.
- (c) Election of Directors After First Annual Meeting.
 - (i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent in number of the Units, the non-developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate one (1) director as long as the Developer owns and offers for sale at least ten (10%) percent in number of the Units in the Condominium or as long as ten (10%) percent in number of the Units remain that may be created. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be properly convened to effectuate this provision, even if the First Annual Meeting has already occurred.
 - (ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance or legal or equitable title to a non-developer Co-owner of a Unit in the Condominium, the

non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but does not reduce, the minimum election and designation rights otherwise established in subsection (i) above. Application of this subsection does not require a change in the size of the Board of Directors.

- (iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of the members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula, the Developer has the right to elect the remaining members of the Board of Directors. Application of this subsection does not eliminate the right of the Developer to designate one (1) director as provided in subsection (i).
- (iv) At the First Annual Meeting, two (2) directors shall be elected for a term of two (2) years and one (1) director shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the one (1) person receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or one (1) directors shall be elected, depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.
- (v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Article X, Section hereof.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

- (a) To manage and to administer the affairs of, and to maintain, the Condominium and the Common Elements thereof.

- (b) To levy and collect assessments against and from the Co-owner members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and to collect and to allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.
- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to Association property and/or the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Elements of the Condominium; provided, however, that, subject to the provisions of the Master Deed, any such action shall also be approved by affirmative vote of more than sixty (60%) percent in number and in value of all Co-owners. The aforesaid sixty (60%) percent approval requirement shall not apply to sub-paragraph (h) below.
- (h) To grant such easements, licenses and other rights of entry, use and access, and to enter into any contract or agreement, including writing agreements, utility agreements, right of way agreements, access agreements and multi-unit agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multichannel multipoint distribution service and similar services (collectively "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which would violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium, within the meaning of the Act, and shall be paid over to and shall be the property of the Association.
- (i) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Association and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of Co-owners, unless same is a letter of credit and/or appeal bond for litigation.
- (j) To make and enforce reasonable rules and regulations in accordance with Article VI, Section 10 of these Bylaws and such other applicable provisions and

to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.

- (k) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or by the Condominium Documents required to be performed by the Board.
- (l) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and/or any other agency of the Federal government or the state of Michigan or to satisfy the requirements of the United States Department of Housing and Urban Development.
- (m) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The board of Directors may employ for the Association an professional management agent (which may include the Developer or any person or entity related thereto, but which shall not be a Co-owner or resident or affiliated with a Co-owner or resident) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance, under these Bylaws to designate. Vacancies among non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. Except for directors appointed by the Developer, at any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent in number and in value of all of the Co-owners eligible to vote and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors appointed by it at any time or from time to time in its sole discretion. Any director elected by the non-developer Co-owners to serve before the First Annual Meeting of Members may be removed

before the First Annual Meeting by the non-developer Co-owners in the same manner set forth in this Section 7 above for removal of directors generally.

Section 8. First Meeting. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined by time-to-time by a majority of the Board of Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President upon three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those persons may adjourn the meeting to a subsequent time upon twenty-four (24) hours prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

Section 13. Closing of Board of Directors Meetings to members; Privileged Minutes. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes or meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other

matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 14. Action by Written Consent. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

Section 15. Actions of First Board of Directors Binding. All of the actions (including, without limitation, the adoption of these Bylaws and any rules and regulations, policies or resolutions for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the First Board of Directors of the Association names in its Articles of Incorporation or any successors thereto appointed by the Developer before the First Annual Meeting of members 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 members of the Association at the First Annual Meeting of members or at any subsequent annual meeting of members, provided that such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 16. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be the expenses of the administration.

ARTICLE XIII

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice-President, Secretary and a Treasurer. The directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two (2) offices, except that of President and Vice-President may be held by one (1) person. No Officer shall receive any compensation for acting as an Officer.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. President. The President shall be the chief executive officer of the Association. The President shall preside and may vote at all meetings of the Association and Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees

from among the members of the Association from time-to-time as the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-president is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time-to-time be imposed upon the Vice-President by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; the Secretary shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; the Secretary shall, in general, perform all duties incident to the office of the Secretary.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time-to-time be designated by the Board of Directors.

Section 8. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time-to-time, be authorized by the Board of Directors.

ARTICLE XIV

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal" and "Michigan".

ARTICLE XV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. The non-privileged Association books, records, and contracts concerning the administration and operation of the Condominium shall be open for inspection by the Co-owners and their mortgages during reasonable working hours, subject to such reasonable inspection procedures as may be established by the Board of Directors from time to time. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be identified by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not

be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in that Condominium shall be entitled to receive a copy of such annual audited financial request statement within ninety (90) days following the end of the Association's fiscal year upon request therefore. The cost of any such audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the directors. Absent such determination by the Board of Directors, the fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Depositories. The funds of the Association shall be initially deposited in such bank or savings association as may be designated by the directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time-to-time. The funds may be invested from time-to-time in accounts or deposit certificates of such banks or savings associations as are insured by the Federal Deposit Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors.

ARTICLE XVI

INDEMNIFICATION OF OFFICERS AND DIRECTORS;

DIRECTORS' AND OFFICERS' INSURANCE

Section 1. Indemnification of Directors and Officers. The exception of willful and wanton misconduct and gross negligence, every director and every officer of the Association (including the First Board of Directors and any other director and/or officer of the Association appointed by the Developer) shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement incurred by or imposed upon him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, including actions by or in the right of the Association, to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; providing that, in the event of any claim of reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Association shall notify all Co-owners thereof.

Section 2. Directors' and Officers' Insurance. The Association shall provide liability insurance for every director and officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit or other applicable statutory indemnification. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof or other applicable statutory indemnification.

ARTICLE XVII

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third (1/3) or more of the Co-owners in number by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent in number and in value of all Co-owners and upon the approval of sixty-six and two-thirds (66-2/3%) percent of the mortgages, with each mortgagee to have one (1) vote for each mortgage held. During the Construction and Sales Period, these Bylaws may not be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. Notwithstanding anything to the contrary, no amendment may be made to Article III, Section 4, and Article VII of these Bylaws at any time without the written consent of the Developer.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the rights of a Co-owner or mortgagee, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and/or any other agency of the Federal government or the State of Michigan.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Livingston County Register of Deeds.

Section 6. Binding. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws is adopted in accordance with this Article shall be binding upon all persons who have an

interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVIII

COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, land contract purchasers, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the Act, as amended, and with the Condominium Documents, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In event any provision of these Bylaws conflicts with any provision of the Master Deed, the Master Deed shall govern.

ARTICLE XIX

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XX

REMEDIES FOR DEFAULT

Section 1. Relief Available. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

- (a) Legal Action. Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.
- (b) Recovery of Costs. In the event of a default of the Condominium Documents by a Co-owner, non-Co-owner resident and guest, the Association shall be entitled to recover from the Co-owner, non-Co-owner resident and guest, the pre-litigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, non-Co-owner and guest, 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 Co-owner be entitled

to recover such attorney's fees. The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.

- (c) Removal and Abatement. The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents; provided, however, that judicial proceedings shall be instituted before items of construction are altered or demolished pursuant to this subsection. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.
- (d) Assessment of Fines. The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, or his tenant or non-Co-owner occupant of his Unit, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 9 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding an alleged violation after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

Section 2. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 3. Cumulative Rights, Remedies, and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 4. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an

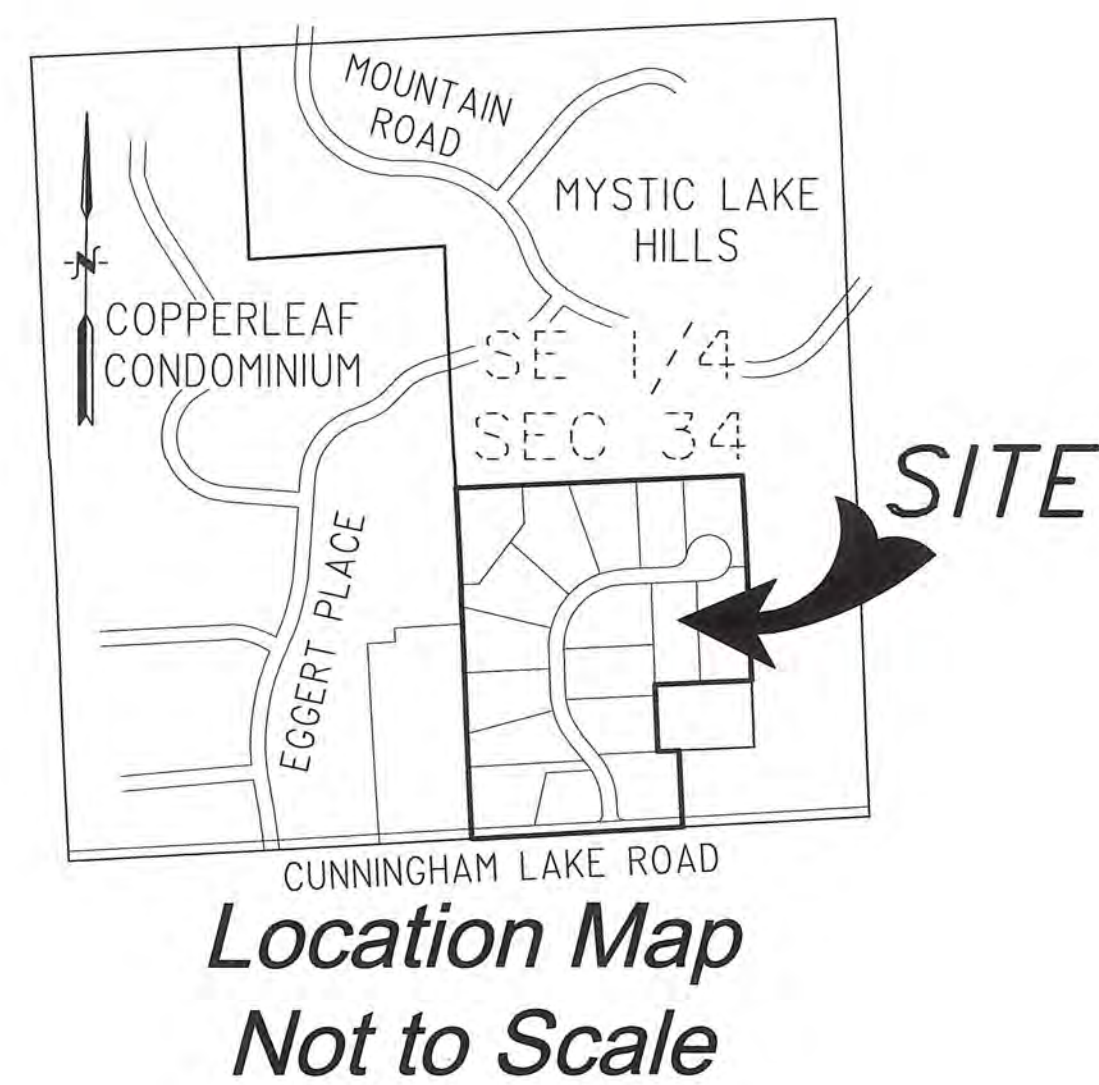
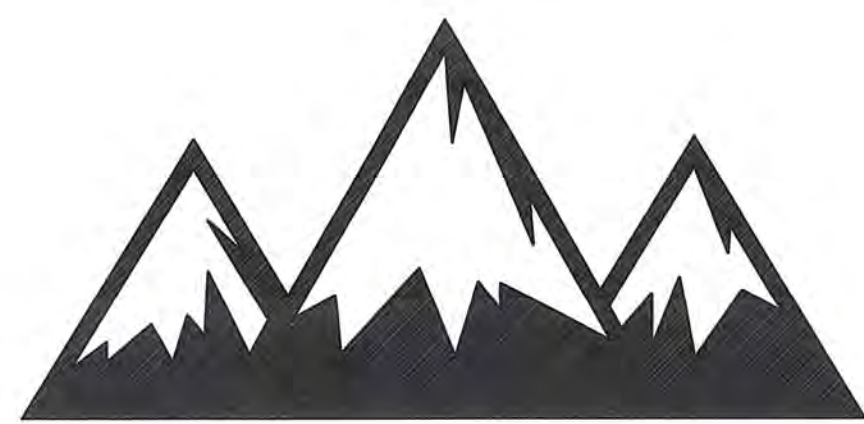
action against any other Co-owner for injunctive relief or for damages or any combination thereof for non-compliance with the terms and provisions of the Condominium Documents or the Act.

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period, as same is defined in Article III, Section 12 of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property or contract rights granted or reserved to or for the benefit of the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, litigation rights, access easements, utility easements and all other easements created and reserved in such documents), which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby.

ARTICLE XXI

SEVERABILITY

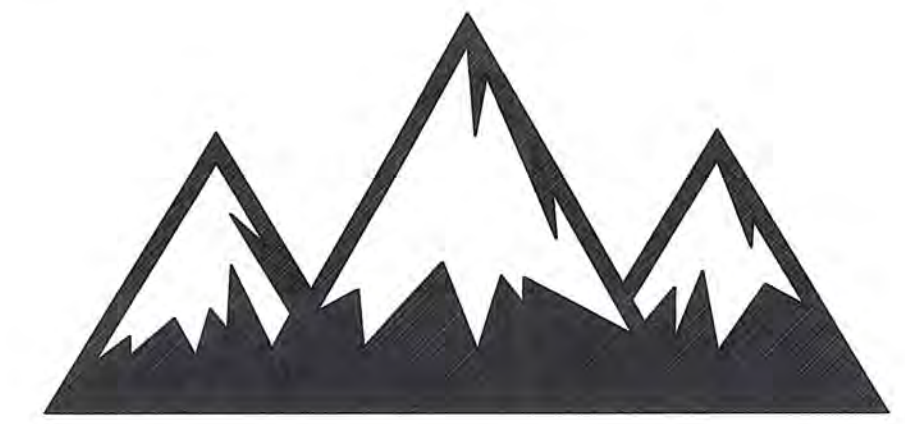
In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.



Mountain Top Estates

A Part of the Southeast 1/4 of Section 34
Town 2 North, Range 5 East
Genoa Township, Livingston County, Michigan

Livingston Condominium Subdivision Plan No. _____



ATTENTION: COUNTY REGISTER OF DEEDS
THE CONDOMINIUM PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THE PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE OF THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 1.

NOTE:
THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

Mountain Top Estates

A parcel of land located in the Southeast quarter of Section 34, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, said parcel more fully described as:

Commencing at the Southeast corner of Section 34, Town 2 North, Range 5 East; thence S86°53'39"W 610.81 feet (as monumented L.C.R.C., L.S.C. #170M) (recorded as S87°27'50"W 620.79 feet) on South line of said Section to the **POINT OF BEGINNING**;

thence continuing S86°53'39"W 700.33 feet (recorded as S87°27'50"W 699.88 feet) along said South line of Section 34 and the nominal centerline of Cunningham Lake Road (33-foot wide 1/2 Right-of-Way);

thence N02°38'32"W 1163.72 feet (recorded as N02°41'06"W 1150.07 feet) along (in-part) the East line of "Copperleaf," according to the Master Deed thereof, as recorded in Liber 3924, Page 7604, Livingston County Records, as amended, if any, and designated as Livingston County Condominium Subdivision Plan No. 274;

thence N87°32'14"E 951.50 feet (recorded as N87°30'35"E 951.63 feet) along the South line of "Mystic Lake Hills Subdivision No. 2," according to the plat thereof, as recorded in Liber 18 of Plats, Pages 28 through 32, inclusive, Livingston County Records;

thence S02°32'30"E 680.78 feet (recorded as S02°33'20"E 681.00 feet);

thence S87°30'31"W 320.14 feet (recorded as S87°30'35"W, 320.00 feet);

thence S02°32'38"E 221.48 feet (recorded as S02°33'20"E 221.54 feet);

thence N87°28'54"E (recorded as N87°27'50"E) 70.94 feet;

thence S02°32'59"E 253.51 feet (recorded as S02°32'10"E 247.02 feet) to the Point of Beginning.

Subject to the rights of the public over that portion thereof occupied by Cunningham Lake Road, subject to and together with all easements and restrictions affecting title to the above described premises.

Developer

Mountain Top Estates, LLC
P.O. Box 469
Brighton, Mi 48116

Sheet Index

- 1 Cover Sheet
- 2 Survey Plan
- 3 Site & Utility Plan



Joseph J. Schripsema
JOSEPH J. SCHRIPSEMA
PROFESSIONAL SURVEYOR No. 55109

APRIL 9, 2019
PROPOSED DATED
JOB No. 1-10-34-183568
MTE-COVER SHEET I

Mountain Top Estates

A Part of the Southeast 1/4 of Section 34
Town 2 North, Range 5 East
Genoa Township, Livingston County, Michigan

Survey Plan



SITE

Location Map
Not to Scale

BENCHMARKS:
DATUM BASED ON RTK-GPS
OBSERVATIONS.
DATE: DECEMBER 7, 2018.
CONVERSION RATE FROM
NAVD 88 DATUM (AS LISTED
BELOW) TO NGVD 29 DATUM
IS +0.41'.

BENCHMARK #203
NAIL IN THE WEST SIDE OF A
15" TRI OAK, LOCATED NORTH
405± FEET OF THE SOUTH
PROPERTY LINE AND EAST
345± OF THE WEST PROPERTY
LINE.
ELEVATION = 974.57 (NAVD 88)

BENCHMARK #204
NAIL IN THE SOUTH SIDE OF A
TRI OAK, LOCATED SOUTH 465±
FEET OF THE NORTH
PROPERTY LINE AND EAST
492± OF THE WEST PROPERTY
LINE.
ELEVATION = 1022.74 (NAVD 88)

BENCHMARK #207
NAIL IN THE WEST SIDE OF A
22" OAK, LOCATED WEST 31±
FEET OF THE EAST PROPERTY
LINE AND SOUTH 408± FEET OF
THE NORTH PROPERTY LINE.
ELEVATION = 985.74 (NAVD 88)

BENCHMARK #209
NAIL IN THE NORTHEAST SIDE
OF A 24" OAK, LOCATED SOUTH
240± FEET OF THE NORTH
PROPERTY LINE AND EAST
170± FEET OF THE WEST
PROPERTY LINE.
ELEVATION = 979.63 (NAVD 88)

BENCHMARK #213
SPIKE IN THE SOUTH SIDE OF A
36" TRI OAK, LOCATED NEAR
THE NORTH SIDE OF
CUNNINGHAM LAKE ROAD AND
WEST 116± FEET OF THE
SOUTHEAST PROPERTY
CORNER.
ELEVATION = 939.89 (NAVD 88)

SURVEYOR'S CERTIFICATE

I, Joseph J. Schripsema, registered land surveyor of the state of Michigan, hereby certify:
That the subdivision plan known as Livingston County
Condominium Subdivision Plan No.

as shown on the accompanying drawings, represent a survey on
the ground made under my direction and that there are no existing
encroachments upon the lands and property herein described.

That the required monuments and iron markers have been
located in the ground as required by rules promulgated under
Section 142 of Act No. 59 of the Public Acts of 1978.

That the accuracy of this survey is within the limits required by the
rules promulgated under Section 142 of Acts of 1978.

That the bearings, as shown, are noted on Survey Plan as
required by the rules promulgated under Section 142 of Act No. 59
of the Public Acts of 1978.



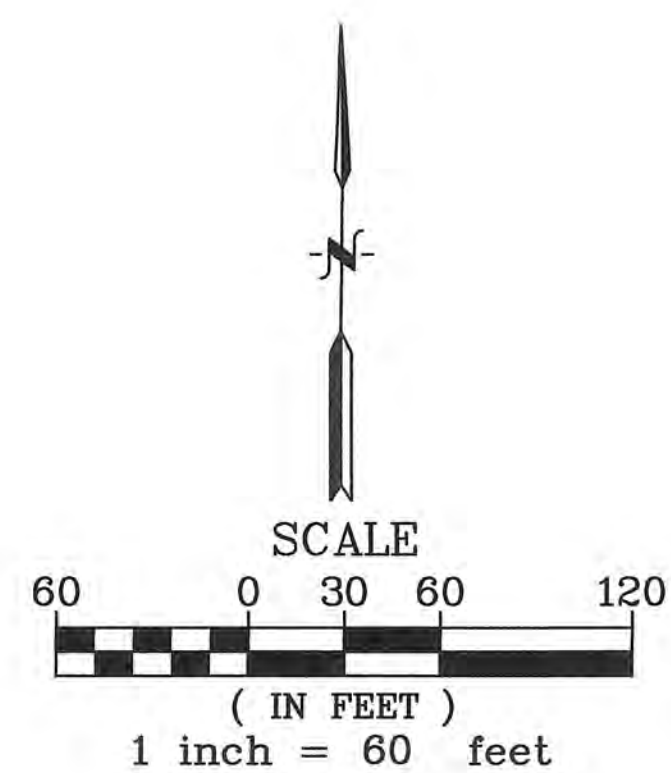
JOSEPH J. SCHRIPEMA
PROFESSIONAL SURVEYOR No. 55109

APRIL 9, 2019

PROPOSED DATED
JOB No. 1-10-34-183568

MTE-SURVEY SHEET 2

(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114



Developer

Mountain Top Estates, LLC
P.O. Box 469
Brighton, Mi 48116

NOTES:

- INTERNAL ROAD (MOUNTAIN TOP DRIVE) IS A PRIVATE ROAD RIGHT-OF-WAY.
- PRIVATE EASEMENTS FOR
- INGRESS AND EGRESS (ROAD EASEMENT)
- PUBLIC UTILITIES
- STORM SEWER AND SURFACE DRAINAGE
OVER THE ENTIRE WIDTH OF PRIVATE ROAD RIGHT-OF-WAY.
- PRIVATE EASEMENT FOR STORM SEWER AND SURFACE DRAINAGE OVER THE ENTIRE AREA OF "OPEN SPACE."
- SEE ARTICLE IV OF MASTER DEED FOR DESCRIPTION OF PROPOSED EASEMENT TO AFFECT THIS CONDOMINIUM PROJECT.
- REFERENCE: COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE No. 824406, DATE OF POLICY: SEPTEMBER 10, 2018.
- DEVELOPER, BY EXECUTING THE MASTER DEED, GRANTS ALL HEREON DEPICTED PROPOSED EASEMENTS.

LEGEND

ALL DIMENSIONS ARE IN FEET.
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
THE SYMBOL "o" INDICATES A SET 1/2" IRON ROD ENCASED IN 4" x 36" CONCRETE MONUMENT. RULE 559.407(a)

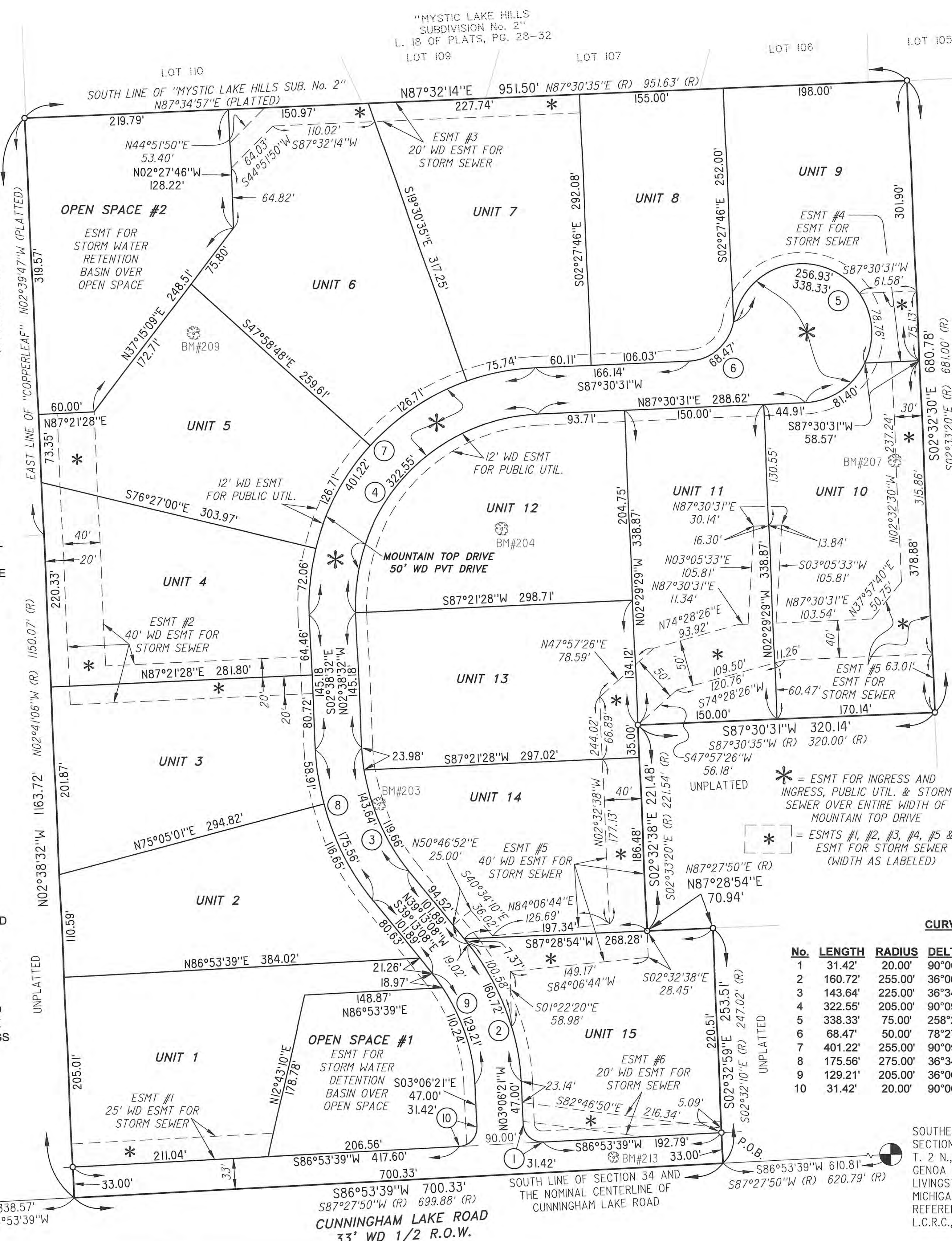
ALL UNIT AND OPEN SPACE CORNERS ARE MONUMENTED WITH A 1/2" DIA., 18" LONG IRON ROD AND CAP (JJS 55109).

BEARINGS ARE RELATED TO GRID NORTH, MICHIGAN COORDINATE SYSTEM OF 1983, SOUTH ZONE (AS DEFINED IN MCL 54.235A(C) AND HAVE BEEN OBTAINED BY GPS RTK OBSERVATIONS OF SITE CONTROL POINTS. THE NOAA/NGS PUBLISHED POINT (DESIGNATED AS AJ5553 (BRIGHTON CORN ARP) HAS BEEN USED FOR LOCATIONS DETERMINATION.

— = BOUNDARY LINE

⊙ = CURVE IDENTIFIER

SOUTH 1/4 CORNER
SECTION 34
T. 2 N., R. 5 E



CURVE TABLE

No.	LENGTH	RADIUS	DELTA	CHORD:	DISTANCE
				BEARING	
1	31.42'	20.00'	90°00'00"	N48°06'21"W	28.28'
2	160.72'	255.00'	36°06'47"	N21°09'44"W	158.08'
3	143.64'	225.00'	36°34'36"	N20°55'50"W	141.21'
4	322.55'	205.00'	90°09'02"	N42°26'00"E	290.29'
5	338.33'	75.00'	258°27'47"	N41°43'23"W	116.19'
6	68.47'	50.00'	78°27'47"	S48°16'37"W	63.25'
7	401.22'	255.00'	90°09'02"	S42°26'00"W	361.10'
8	175.56'	275.00'	36°34'36"	S20°55'50"E	172.59'
9	129.21'	205.00'	36°06'47"	S21°09'45"E	127.08'
10	31.42'	20.00'	90°00'00"	S41°53'39"W	28.28'

SOUTHEAST CORNER
SECTION 34
T. 2 N., R. 5 E.
GENOA TOWNSHIP
LIVINGSTON COUNTY
MICHIGAN
REFERENCE:
L.C.R.C., L.S.C. #170M

Mountain Top Estates

A Part of the Southeast 1/4 of Section 34
Town 2 North, Range 5 East
Genoa Township, Livingston County, Michigan



Site & Utility
Plan

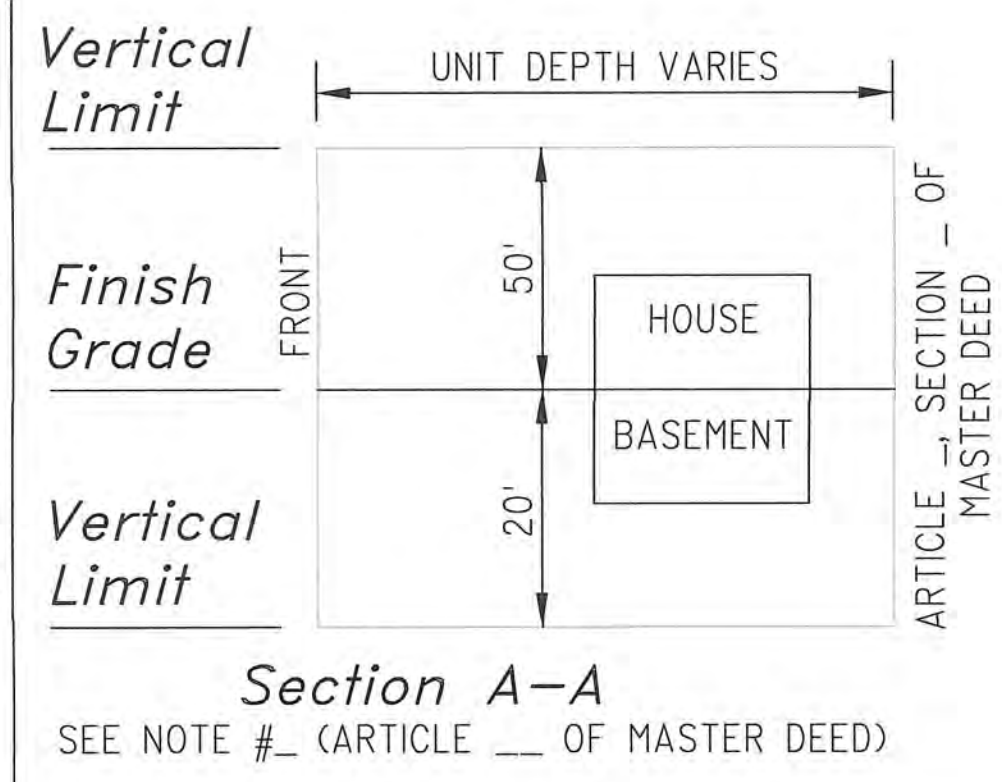


Location Map
Not to Scale

COORDINATE TABLE		
No.	NORTHING	EASTING
1	369820.05'	13267053.18'
2	369782.11'	13266353.88'
3	369815.08'	13266352.35'
4	370019.86'	13266342.90'
5	370130.34'	13266337.81'
6	370331.99'	13266328.50'
7	370552.09'	13266318.34'
8	370625.36'	13266314.96'
9	370944.59'	13266300.23'
10	370954.03'	13266519.82'
11	370960.52'	13266670.64'
12	370970.31'	13266898.18'
13	370976.97'	13267053.03'
14	370985.48'	13267250.85'
15	370683.87'	13267264.24'
16	370638.48'	13267141.19'
17	370305.37'	13267281.04'
18	370297.97'	13267111.06'
19	370291.45'	13266961.20'
20	370256.49'	13266962.75'

COORDINATE TABLE		
No.	NORTHING	EASTING
21	370070.20'	13266971.03'
22	370073.31'	13267041.90'
23	369853.02'	13267051.71'
24	369842.58'	13266859.21'
25	369861.46'	13266838.15'
26	369908.40'	13266835.61'
27	370055.81'	13266778.54'
28	370061.52'	13266773.88'
29	370134.75'	13266714.11'
30	370242.80'	13266666.04'
31	370266.65'	13266663.67'
32	370411.67'	13266656.97'
33	370425.44'	13266955.37'
34	370625.93'	13266852.84'
35	370630.00'	13266946.47'
36	370636.52'	13267096.33'
37	370681.32'	13267205.72'
38	370725.20'	13267063.86'
39	370683.11'	13267016.66'
40	370678.50'	13266910.73'

COORDINATE TABLE		
No.	NORTHING	EASTING
41	370675.88'	13266850.67'
42	370661.48'	13266776.59'
43	370591.82'	13266672.31'
44	370825.93'	13266525.33'
45	370765.60'	13266479.44'
46	370628.13'	13266374.90'
47	370480.87'	13266613.85'
48	370409.37'	13266607.03'
49	370344.98'	13266610.00'
50	370264.34'	13266613.72'
51	370206.23'	13266622.69'
52	370103.14'	13266675.37'
53	370040.67'	13266726.36'
54	370024.20'	13266739.80'
55	370008.96'	13266751.10'
56	370000.90'	13266602.45'
57	369826.51'	13266563.08'
58	369905.69'	13266785.68'
59	369858.76'	13266788.23'
60	369837.70'	13266769.34'



Section A-A
SEE NOTE # - (ARTICLE - OF MASTER DEED)



JOSEPH J. SCHRIPEMA
PROFESSIONAL SURVEYOR No. 55109

APRIL 9, 2019
PROPOSED DATED
JOB No. 1-10-34-183568
MTE-SITE/UTIL
SHEET 3

DESIGN INC.
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

SOUTHEAST CORNER
SECTION 34
T. 2 N., R. 5 E.
GENOA TOWNSHIP
LIVINGSTON COUNTY
MICHIGAN

"MYSTIC LAKE HILLS
SUBDIVISION No. 2"
L. 18 OF PLATS, PG. 28-32
LOT 109 LOT 107 LOT 106 LOT 105

SOUTH LINE OF "MYSTIC LAKE HILLS SUB. No. 2"
N87°34'57"E (PLATTED)
N87°32'14"E 951.50' N87°30'35"E (R) 951.63' (R)

UNIT 7 UNIT 8 UNIT 9
UNIT 6
OPEN SPACE #2

"COPPERLEAF"
L.C.C.S.P. No. 274
COPPERLEAF PARK

EAST LINE OF "COPPERLEAF" N02°39'47"W (PLATTED)
UNIT 5

UNIT 4
MOUNTAIN TOP DRIVE
50' WD PVT DRIVE

UNIT 12 UNIT 11 UNIT 10
UNIT 13

UNIT 3
UNIT 14

UNIT 2
UNIT 15

UNIT 1
OPEN SPACE #1

UNPLATTED
S86°53'39"W 700.33'
S87°27'50"W (R) 699.88' (R)
CUNNINGHAM LAKE ROAD
33' WD 1/2 R.O.W.

S86°53'39"W 700.33'
S87°27'50"W (R) 699.88' (R)
S87°27'50"W (R) 620.79' (R)

S86°53'39"W 700.33'
S87°27'50"W (R) 699.88' (R)
S87°27'50"W (R) 620.79' (R)

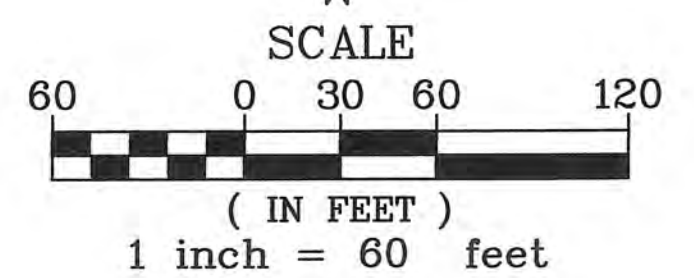
S86°53'39"W 700.33'
S87°27'50"W (R) 699.88' (R)
S87°27'50"W (R) 620.79' (R)

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S87°27'50"W (R) 620.79' (R)

S86°53'39"W 700.33'
S87°27'50"W (R) 699.88' (R)
S87°27'50"W (R) 620.79' (R)



Developer

Mountain Top Estates, LLC
P.O. Box 469
Brighton, Mi 48116

LEGEND

- ST = FLARED END SECTION
- ST = STORM DRAIN PIPE W/FLOW DIRECTION (12" DIAMETER PIPE UNLESS OTHERWISE STATED)
- ⊙ = STORM MANHOLE
- ⊞ = CATCH BASIN
- ⊞ = YARD BASIN
- ⊙ = CONTROL STRUCTURE
- = CONCRETE ROAD CURB
- = CONDOMINIUM BOUNDARY LINE
- ⊙ = COORDINATE POINT
- = LIMITS OF OWNERSHIP
- = GENERAL COMMON ELEMENT

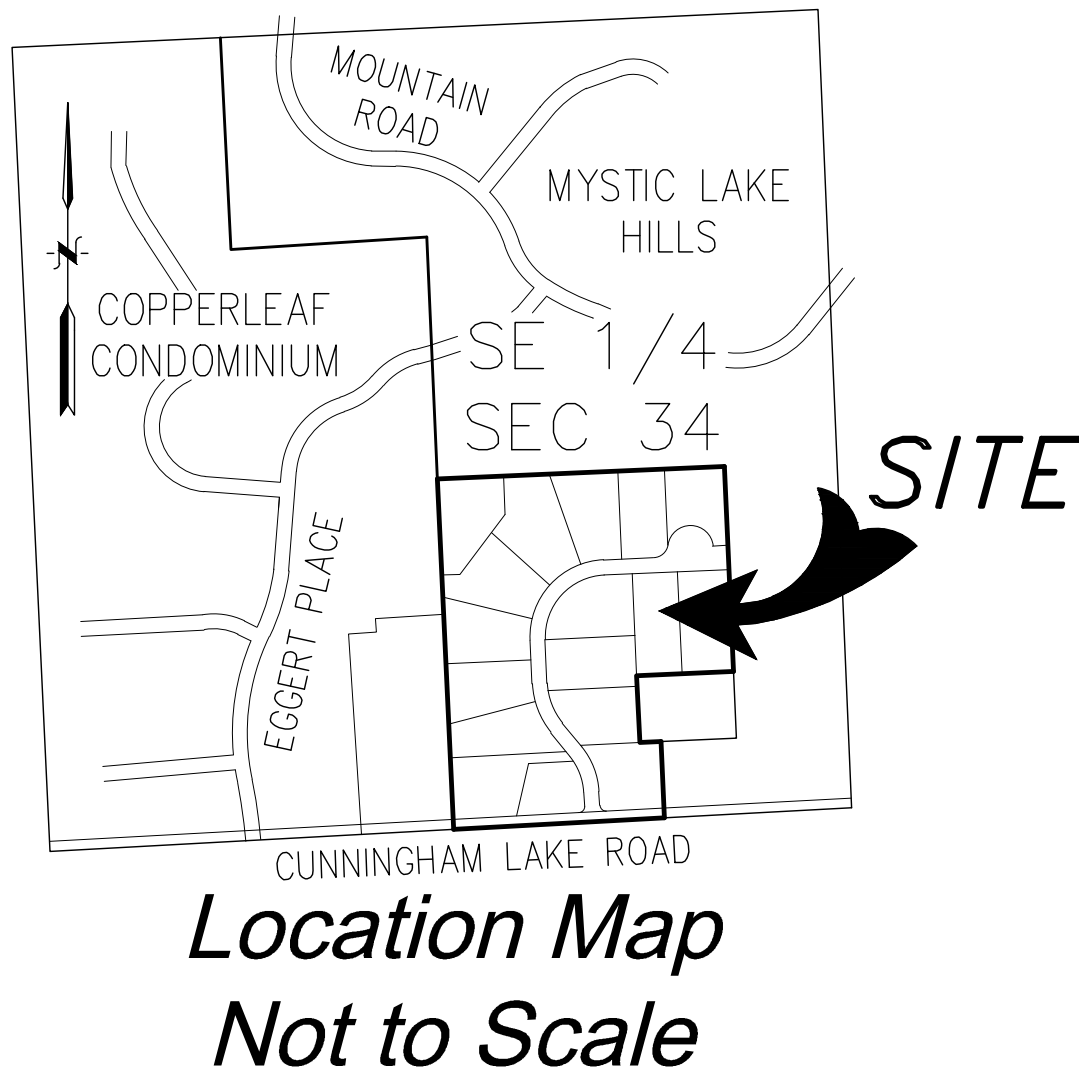
- NOTES:
- ALL ROADS AND STORM SEWERS MUST BE BUILT.
 - ROADS AND STORM SEWERS PLANS AS PREPARED BY DESINE INC., ON FILE WITH GENOA TOWNSHIP.
 - LOCATION OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANIES. THE ACTUAL LOCATION OF THESE LINES WILL BE SHOWN ON AS-BUILT PLANS.
 - LIMITED AND COMMON ELEMENTS SEE ARTICLE IV OF MASTER DEED FOR DETAIL AND DESCRIPTION OF COMMON ELEMENTS.

UNIT AREA		FINISH FLOOR	
No.	SQUARE FEET	No.	ELEVATION
1	53,440	1	968
2	47,291	2	980
3	48,372	3	1004
4	50,813	4	1006
5	54,695	5	1010
6	65,011	6	1012
7	53,740	7	1012
8	44,774	8	1004
9	45,930	9	998
10	60,712	10	996
11	50,831	11	1008
12	52,261	12	1020
13	50,470	13	1005
14	48,125	14	988
15	49,948	15	970
OPEN SPACE #1	33,707		
OPEN SPACE #2	54,865		

SOUTH 1/4 CORNER
SECTION 34
T. 2 N., R. 5 E.
S86°53'39"W

CONSTRUCTION PLANS
FOR
Mountain Top Estates

A SITE CONDOMINIUM DEVELOPMENT
A PART OF THE SOUTHEAST 1/4, OF SECTION 34
T2N, R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN



LEGAL DESCRIPTION OF RECORD
Tax ID No.: 11-34-400-008

A parcel of land located in the Southeast quarter of Section 34, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, said parcel more fully described as: Commencing at the Southeast corner of Section 34, Town 2 North, Range 5 East; thence South 87 degrees 27 minutes 50 seconds West (rec. as: South 87 degrees 34 minutes 57 seconds West), 620.79 feet on South line of said section to the **POINT OF BEGINNING**; thence continuing South 87 degrees 27 minutes 50 seconds West (rec. as: South 87 degrees 34 minutes 57 seconds West), 699.88 feet; thence North 02 degrees 41 minutes 06 seconds West, 1150.07 feet in part on the East line of "Copperleaf" (Liber 3924, page 7604) a site condominium; thence North 87 degrees 30 minutes 35 seconds East, 951.63 feet on the South line of "Mystic Lake Hills Subdivision", as recorded in Liber 18 of Plats, pages 28 through 32, Livingston County Records; thence South 02 degrees 33 minutes 20 seconds East, 681.00 feet (rec. as: South 02 degrees 31 minutes 12 seconds East); thence South 87 degrees 30 minutes 35 seconds West, 320.00 feet; thence South 02 degrees 33 minutes 20 seconds East, 221.54 feet; thence North 87 degrees 27 minutes 50 seconds East, 70.94 feet; thence South 02 degrees 32 minutes 10 seconds East, 247.02 feet to the Point of Beginning. Subject to the rights of the public over that portion thereof occupied by Cunningham Lake Road, subject to and together with all easements and restrictions affecting title to the above described premises.

Also described as related to the Grid North of State Plane Coordinated System as defined in Michigan Coordinate System Act 9 of 1964, Section 5a(c) as follows:

A parcel of land located in the Southeast quarter of Section 34, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, said parcel more fully described as: Commencing at the Southeast corner of Section 34, Town 2 North, Range 5 East; thence S86°53'39"W (SPCS) 620.82 feet (*recorded as S87°27'50"W 620.79 feet*) on South line of said Section to the **POINT OF BEGINNING**; thence continuing S86°53'39"W (SPCS) 700.33 feet (*recorded as S87°27'50"W 699.88 feet*) along said South line of Section 34 and the nominal centerline of Cunningham Lake Road (33-foot wide 1/2 Right-of-Way); thence N02°38'38"32"W (SPCS) 1163.72 feet (*recorded as N02°41'06"W 1150.07 feet*) along (in-part) the East line of "Copperleaf," according to the Master Deed thereof, as recorded in Liber 3924, Page 7604, Livingston County Records, as amended, if any, and designated as Livingston County Condominium Subdivision Plan No. 274; thence N87°32'14"E (SPCS) 951.50 feet (*recorded as N87°30'35"E 951.63 feet*) along the South line of "Mystic Lake Hills Subdivision No. 2," according to the plat thereof, as recorded in Liber 18 of Plats, Pages 28 through 32, inclusive, Livingston County Records; thence S02°32'30"E (SPCS) 680.78 feet (*recorded as S02°33'20"E 681.00 feet*); thence S87°30'31"W (SPCS) 320.14 feet (*recorded as S87°30'35"W, 320.00 feet*); thence S02°32'38"E (SPCS) 221.48 feet (*recorded as S02°33'20"E 221.54 feet*); thence N87°28'54"E (SPCS) (*recorded as N87°27'50"E*) 70.94 feet; thence S02°32'59"E (SPCS) 253.51 feet (*recorded as S02°32'10"E 247.02 feet*) to the Point of Beginning. Subject to the rights of the public over that portion thereof occupied by Cunningham Lake Road, subject to and together with all easements and restrictions affecting title to the above described premises.



AERIAL PHOTOGRAPHY BY:
Google maps

Aerial photographic underlay is an unrectified image and is oriented to the engineering line work within reasonable accuracy and precision, and may not accurately depict current site conditions.

SHEET INDEX

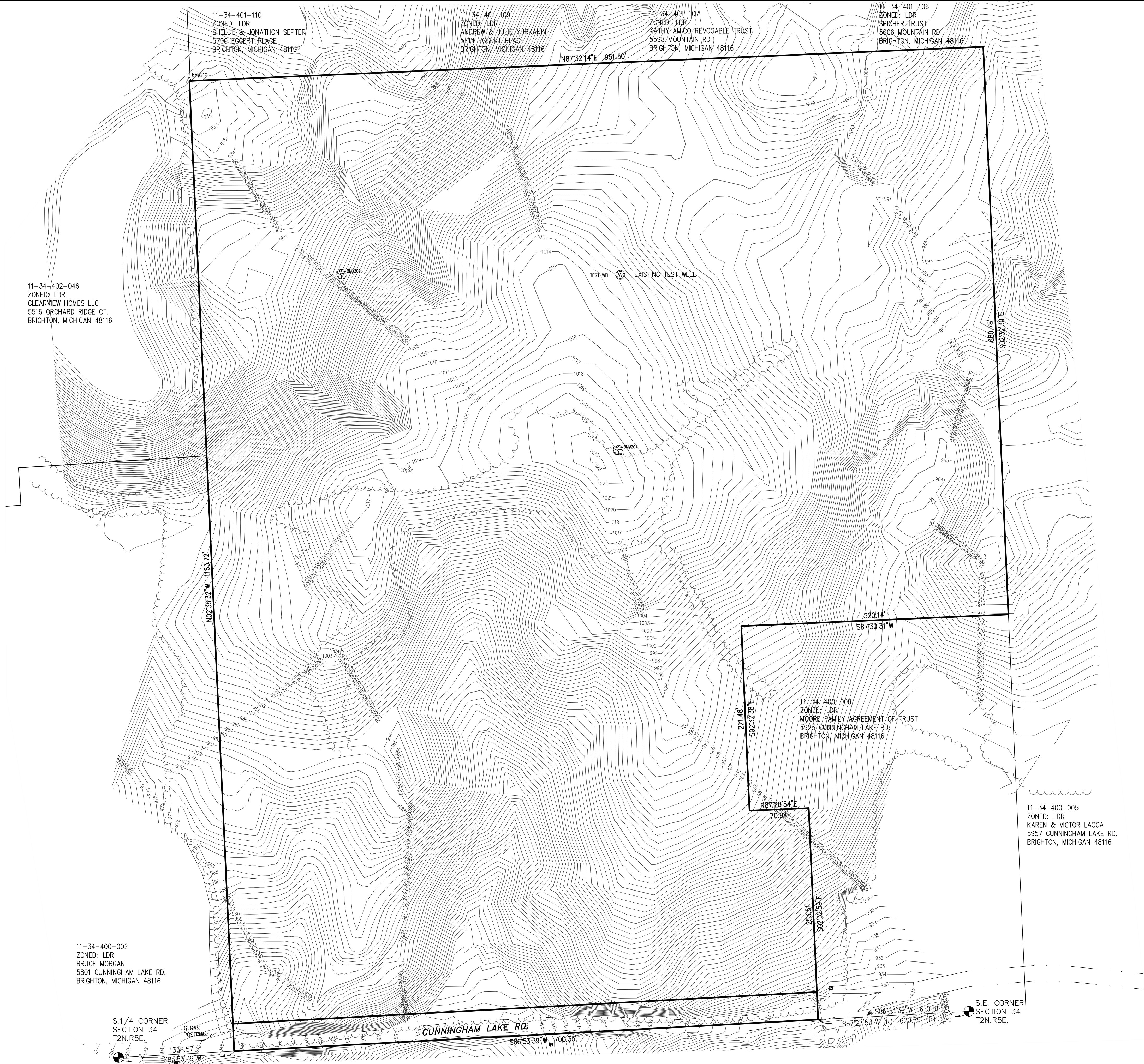
- EX EXISTING CONDITIONS PLAN
- TR TREE REMOVAL PLAN
- SP SITE PLAN
- UT UTILITY PLAN
- GR1 GRADING PLAN
- GR2 DETENTION BASIN GRADING DETAIL
- GR3 RETENTION BASIN GRADING DETAIL
- RD1 MOUNTAIN TOP DRIVE PLAN & PROFILE, STA. 0+50 - 6+50
- RD2 MOUNTAIN TOP DRIVE PLAN & PROFILE, STA. 6+50 - 15+34
- AP CUNNINGHAM LAKE ROAD APPROACH
- ST1 STORM SEWER PROFILES
- ST2 STORM SEWER PROFILES
- SE1 SOIL EROSION CONTROL PLAN
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- RW1 UNIT 14 RETAINING WALL, PLAN, PROFILE, DETAILS
- RW2 UNIT 14 RETAINING WALL, SECTIONS, NOTES, DETAILS
- RW3 NORTH RETENTION BASIN RETAINING WALL, PLAN, PROFILE, SECTIONS
- RW4 NORTH RETENTION BASIN RETAINING WALL, NOTES AND DETAILS
- WS1 WATER SHED PLAN
- WS2 CUNNINGHAM LAKE ROAD EXISTING DRAINAGE AREAS
- DT1 GENERAL NOTES & DETAILS
- DT2 STORM SEWER NOTES & DETAILS

OWNER/DEVELOPER
MOUNTAIN TOP ESTATES LLC
P.O. BOX 469
BRIGHTON, MICHIGAN 48116
PHONE: (810) 229-2752

ENGINEER/SURVEYOR
DESINE INC.
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114
PHONE: (810) 227-9533

DESINE INC.
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

REVISED	SCALE: NONE
MAR. 7, 2019	PROJECT No.: 183568
	DWG NAME: 3568 COV
	PRINT: April 5, 2019



GRAPHIC SCALE

(IN FEET)

1 INCH = 60 FEET

LEGEND

- MISC. STRUCTURE (AS LABELED)
- WELL / MONITOR WELL
- SIGN
- UTILITY METERS & BOXES (ELECTRIC METER, GAS METER, WATER METER, PHONE BOX, SATV BOX, MAIL BOX, UTIL. BOX)
- UTILITY POLE W/GUY WIRE
- OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
- U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
- EDGE OF WOODS / TREE DRIP LINE
- FENCE (CHAIN LINK UNLESS OTHERWISE STATED)
- EDGE OF GRAVEL
- STORM WATER MANHOLE W/IDENTIFIER
- CATCH BASIN W/IDENTIFIER
- CONTROL STRUCTURE
- FLARED END SECTION
- STORM WATER DRAINAGE PIPE
- GAS MANHOLE / GASOLINE COVER
- GAS SHUT OFF
- U/G GAS
- EX. 1' CONTOUR
- EX. 5' CONTOUR

BENCHMARK

DATUM BASED ON RTK-GPS OBSERVATIONS,
DATE: DECEMBER 7, 2018

BENCHMARK #204
NAIL IN THE SOUTH SIDE OF A TRI OAK,
LOCATED SOUTH 465± FEET OF THE NORTH
PROPERTY LINE AND EAST 492± OF THE WEST
PROPERTY LINE.
ELEVATION = 1022.74 (NAVD 88)

BENCHMARK #209
NAIL IN THE NORTHEAST SIDE OF A 24" OAK,
LOCATED SOUTH 240± FEET OF THE NORTH
PROPERTY LINE AND EAST 170± FEET OF THE
WEST PROPERTY LINE.
ELEVATION = 979.63 (NAVD 88)

BENCHMARK #210
TOP OF MONUMENT, LOCATED AT NORTHWEST
PROPERTY CORNER.
ELEVATION = 939.48 (NAVD 88)

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CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

DESIGN:WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG						
CHECK: WMP						

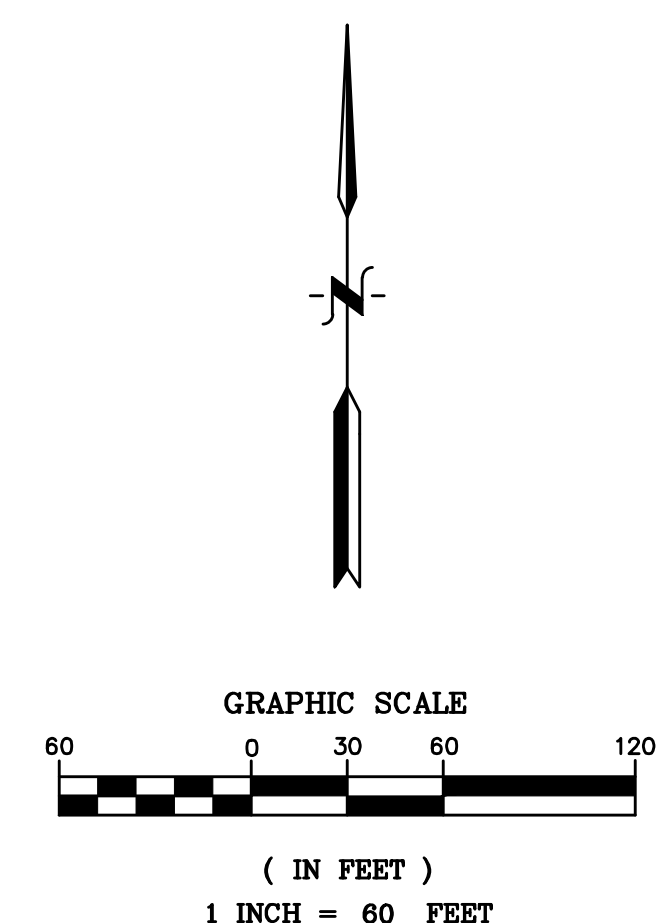
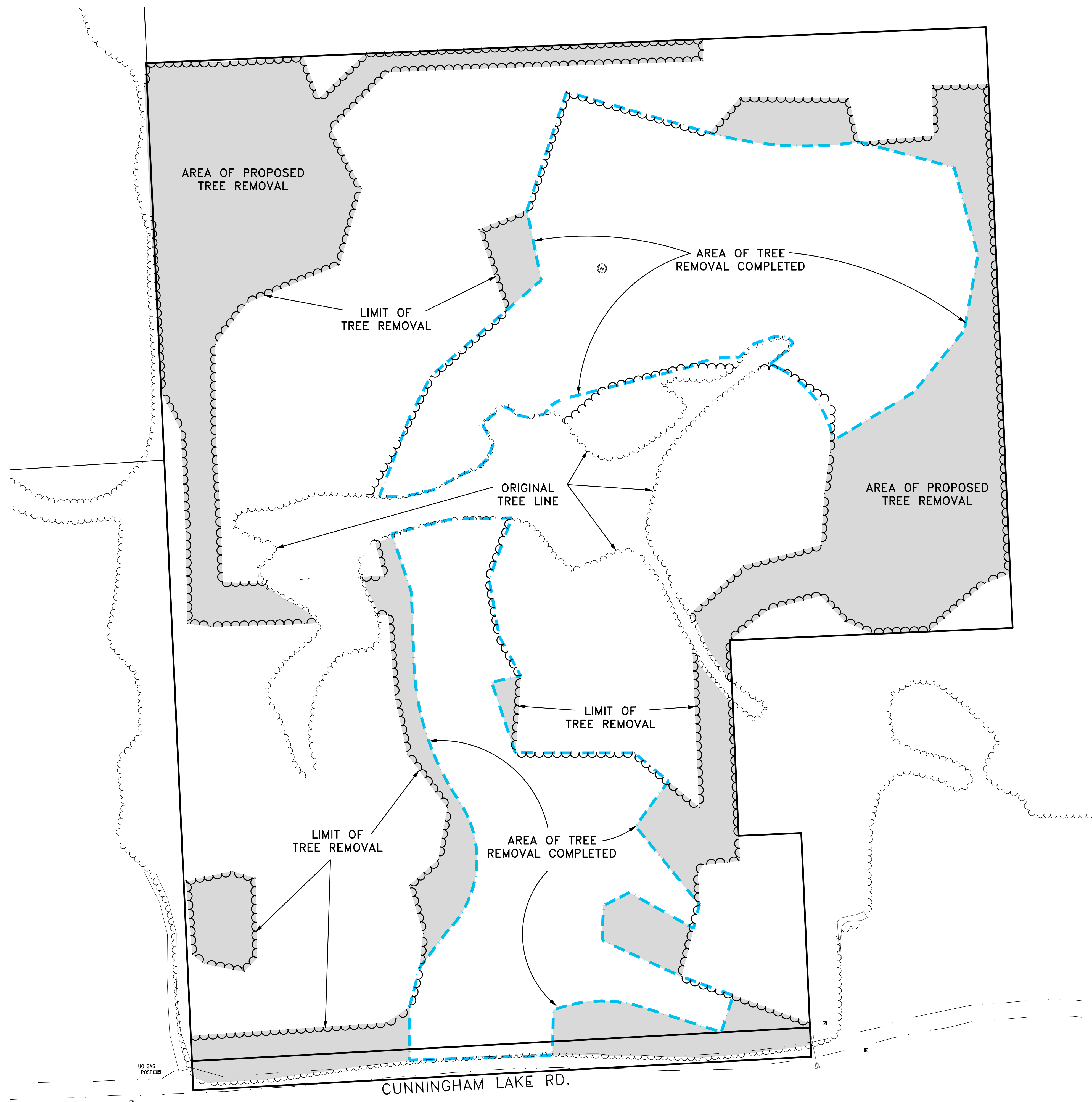
MOUNTAIN TOP ESTATES
SITE CONDOMINIUM

EXISTING CONDITIONS PLAN

CLIENT:
MOUNTAIN TOP ESTATES, LLC
P.O. BOX 469
BRIGHTON, MICHIGAN 48116
271-229-2752

SCALE: 1in. = 60ft.
PROJECT No.: 183568
DWG NAME: 3568 EX
ISSUED: APRIL 5, 2019

EX



LEGEND

	PARCEL BOUNDARY
	ORIGINAL TREE LINE
	PROPOSED TREE REMOVAL LINE
	COMPLETED TREE REMOVAL LINE
	AREA PROPOSED TREE REMOVAL

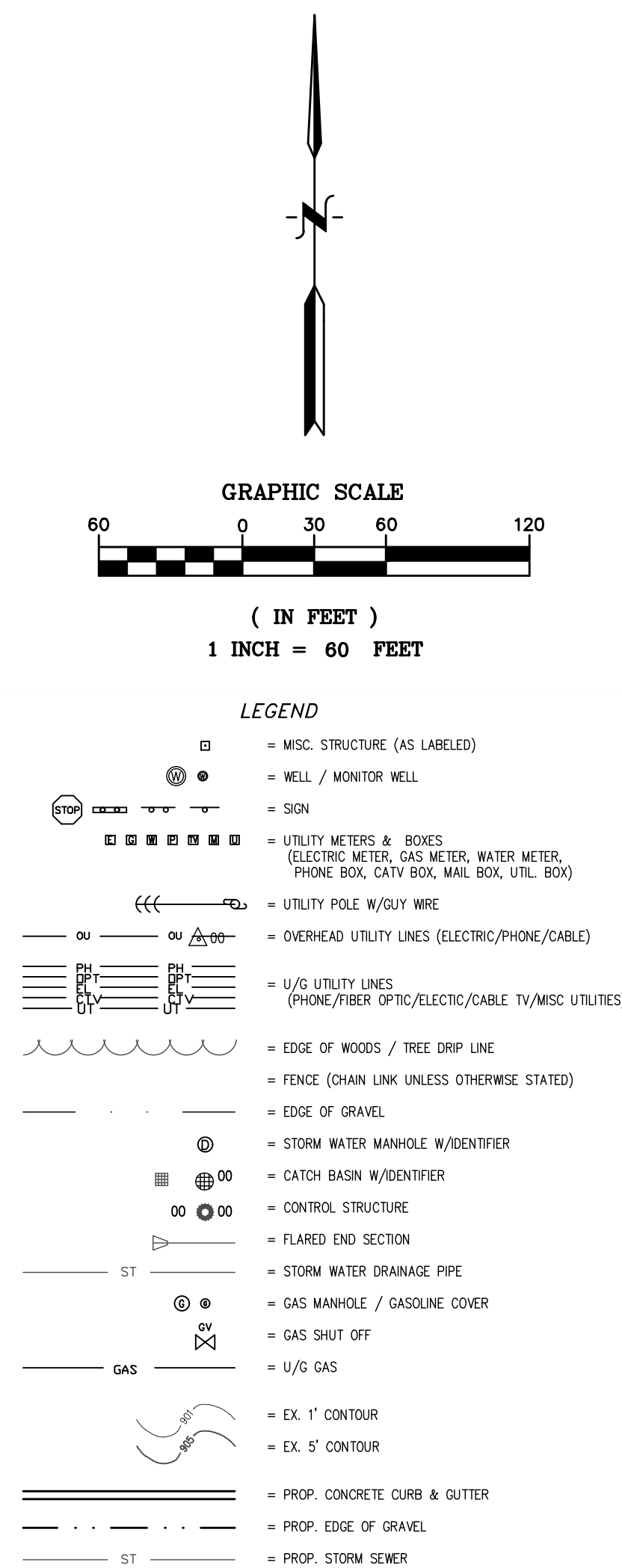
TOTAL WOODED AREA = 20.7 ACRES

AREA OF TREE REMOVAL COMPLETED =	6.0 ACRES
AREA OF PROPOSED TREE REMOVAL =	5.7 ACRES
TOTAL PROPOSED TREE REMOVAL AREA =	11.7 ACRES

AREA OF TREE REMOVAL DEPICTED = 9.5 ACRES
 ON APPROVED SITE PLAN



DESIGN: WMP DRAFT: JHG CHECK: WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION	MOUNTAIN TOP ESTATES	TREE REMOVAL PLAN	CLIENT:	SCALE: 1in. = 60ft.	TR
									MOUNTAIN TOP ESTATES, LLC	PROJECT No.: 183568	
									P.O. BOX 469	DWG NAME: 3568 TREE R	
									BRIGHTON, MICHIGAN 48116	ISSUED: APRIL 5, 2019	
									810-229-2752		



SITE DATA	
TAX ID	11-34-400-008
ZONED	LDR
TOTAL AREA	22.21 AC.
NET AREA	21.68 AC.
NUMBER OF UNITS	15
DENSITY	0.69 UNITS PER ACRE

BENCHMARK
DATUM BASED ON RTK-GPS OBSERVATIONS,
DATE: DECEMBER 7, 2018

BENCHMARK #204
NAIL IN THE SOUTH SIDE OF A TRI OAK,
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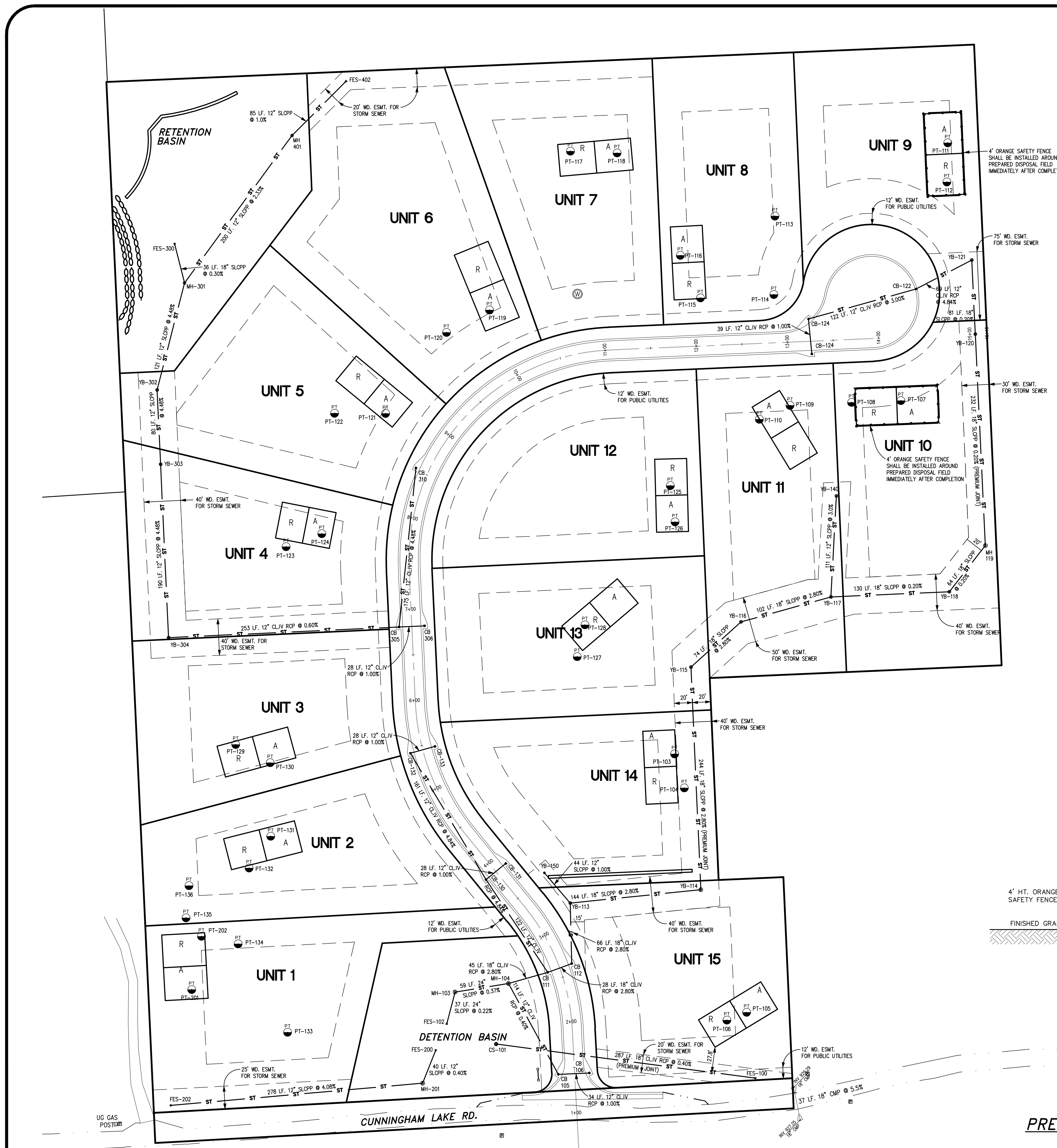
DESINE INC
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CHECK: WMP						

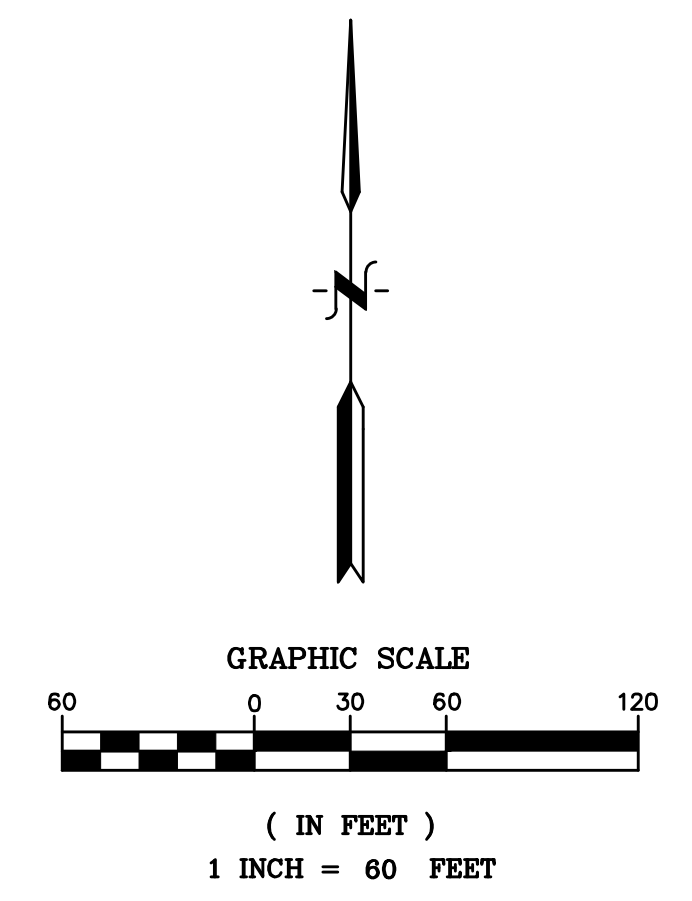
MOUNTAIN TOP ESTATES
SITE CONDOMINIUM

SITE PLAN

CLIENT:	SCALE: 1in. = 60ft.	SP
MOUNTAIN TOP ESTATES, LLC	PROJECT No.: 183568	
P.O. BOX 469	DWG NAME: 3568 SP	
BRIGHTON, MICHIGAN 48116	ISSUED: APRIL 5, 2019	
810-229-2752		



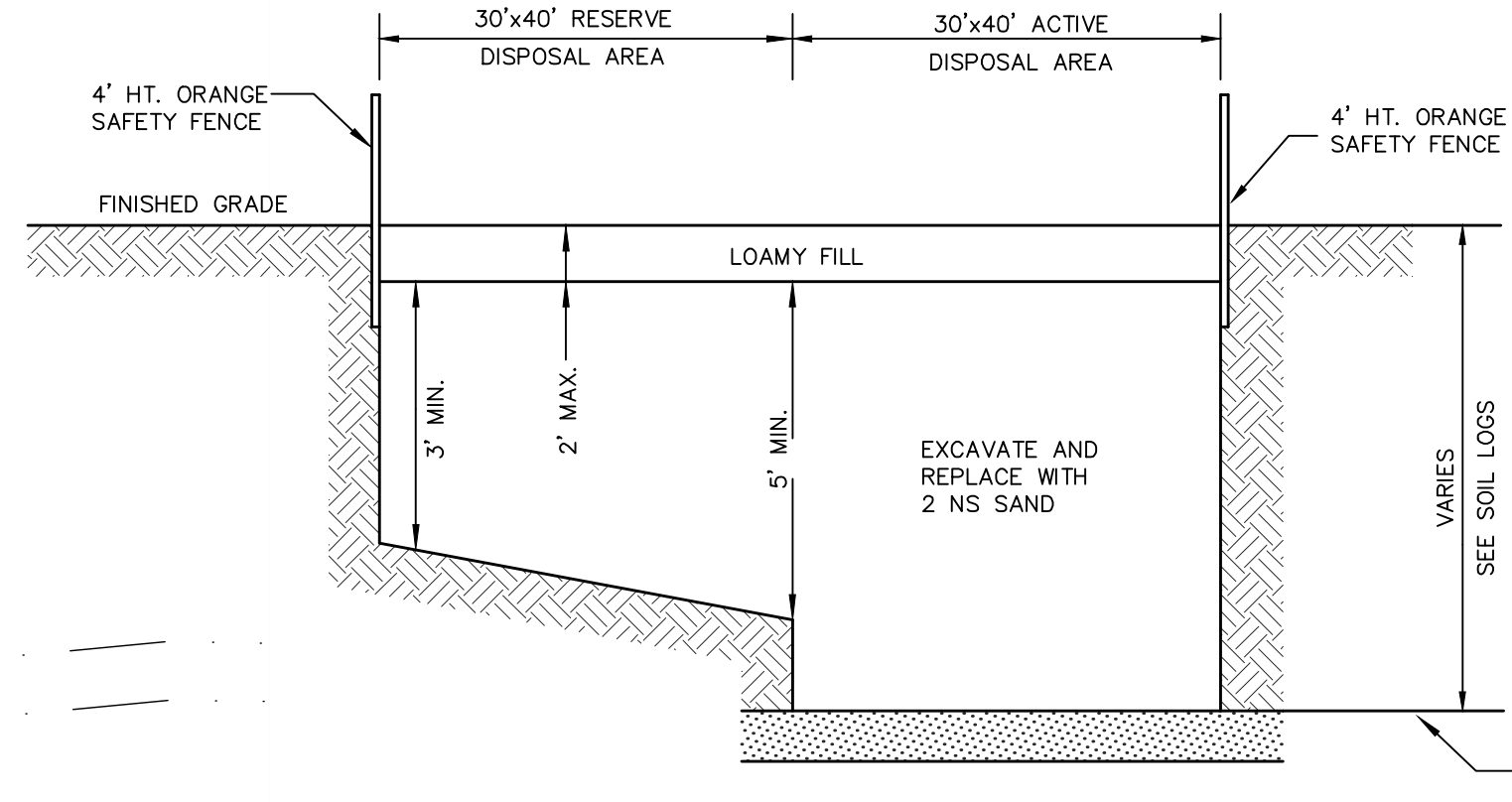
- LEGEND**
- = MISC. STRUCTURE (AS LABELED)
 - = WELL / MONITOR WELL
 - = SIGN
 - = UTILITY METERS & BOXES (ELECTRIC METER, GAS METER, WATER METER, PHONE BOX, CATV BOX, MAIL BOX, UTILITY BOX)
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 - = STORM WATER MANHOLE W/ IDENTIFIER
 - = CATCH BASIN W/ IDENTIFIER
 - = CONTROL STRUCTURE
 - = FLARED END SECTION
 - = STORM WATER DRAINAGE PIPE
 - = GAS MANHOLE / GASOLINE COVER
 - = GAS SHUT OFF
 - = U/G GAS
 - = EX. 1" CONTOUR
 - = EX. 5' CONTOUR
 - = PROP. CONCRETE CURB & GUTTER
 - = PROP. EDGE OF GRAVEL
 - = PROP. STORM SEWER



Design Criteria: 10 year event (I = 175 ft + 25) RCP n= 0.013 HDPE n= 0.013

From MH#	To MH#	Inc. Acres	Eqv. Area 100% CA	Total Area 100% CA	T Time Min.	I Inch Per Hour	Q (CIA) c.f.s.	Qa (Additional flow) c.f.s.	Qt (Total flow) c.f.s.	Dia. of pipe inch	Slope pipe %	Slope H.G. %	Length of line ft.	Vel. Flow full ft./sec.	Time of flow min.	Cap of pipe c.f.s.	H.G. Elev. upper end	Ground Elev. Upper end	Ground Elev. Lower end	Invert Elev. Upper end	Invert Elev. Lower end
402	401	2.29	0.23	0.52	15.0	4.38	2.28		2.28	12	1.00	0.41	85	4.54	0.3	3.58	949.00	948.50	948.00	947.85	947.65
401	301	0.00	0.00	0.00	0.52	15.3	2.26		2.26	12	2.33	0.40	200	6.92	0.5	5.44	944.69	960.00	949.00	944.87	940.21
306	305	0.59	0.33	0.20	15.0	4.38	0.85		0.85	12	1.00	0.06	28	4.54	0.1	3.56	984.15	988.17	988.17	983.41	983.13
310	305	0.40	0.48	0.19	0.19	15.0	4.38	0.84		0.84	12	4.48	175	9.60	0.3	7.54	984.23	1003.09	988.17	990.97	983.13
305	304	0.53	0.38	0.20	0.59	15.3	2.57		2.57	12	0.60	0.52	253	3.51	1.2	2.78	983.83	988.17	997.00	983.03	981.51
304	303	0.20	0.20	0.04	0.63	16.5	2.66		2.66	12	4.48	0.56	190	9.60	0.3	7.54	972.36	997.00	975.00	978.81	970.30
303	302	0.40	0.20	0.08	0.71	16.8	2.97		2.97	12	4.48	0.70	82	9.60	0.1	7.54	951.70	975.00	955.00	953.80	950.13
302	301	0.37	0.20	0.07	0.79	17.0	3.27		3.27	12	4.48	0.84	121	9.60	0.2	7.54	946.23	955.00	949.00	949.63	944.21
301	300	0.00	0.00	0.00	1.31	17.2	5.42		5.42	18	0.30	0.27	36	3.26	0.2	5.75	943.88	949.00	940.00	940.11	940.00
																		943.78	Downstream HWL		

Design Criteria:			10 year event (I = 175ft + 25)			RCP n= 0.013			HDPE n= 0.013														
From MH# CB# FES#	To MH# CB# FES#	Inc. Acres	"A"	"C"	Eqv. Area 100% CA	Total Area 100% CA	T Time	I Inch Per Hour	Q (CIA) c.f.s.	Qa (Additional at flow) c.f.s.	Qt (Total flow) c.f.s.	Dia. of pipe inch	Slope pipe %	Slope H.G. %	Length of line ft.	Vel. Flow full ft./sec.	Time of flow min.	Cap of pipe c.f.s.	H.G. Elev. upper end	Ground Elev. Upper end	Lower end	Invert Elev. Upper end	Lower end
202	201	1.88	0.22	0.42	0.42	15.0	4.38	1.83	1.83	12	4.08	0.26	0.26	278	9.16	0.5	7.20	945.00	945.00	938.50	945.00	933.66	
201	200	0.00	0.00	0.00	0.42	15.5	4.32	1.81	1.81	12	0.40	0.26	0.40	2.87	0.2	2.25	937.23	938.50	932.00	932.16	932.00		
133	132	0.53	0.36	0.19	0.19	15.0	4.38	0.83	0.83	12	1.00	0.05	28	4.54	0.1	3.56	970.17	974.36	974.36	969.44	969.16		
132	130	0.23	0.38	0.09	0.28	15.1	4.36	1.21	1.21	12	4.84	0.12	161	9.98	0.3	7.84	961.16	974.36	958.65	961.16	953.36		
131	130	0.58	0.34	0.20	0.20	15.0	4.38	0.88	0.88	12	1.00	0.06	28	4.54	0.1	3.56	954.38	958.65	958.65	953.64	953.36		
130	111	0.16	0.46	0.07	0.55	15.4	4.33	2.39	2.39	12	4.84	0.45	122	9.98	0.2	7.84	946.86	958.65	945.90	946.86	940.96		
124	123	0.38	0.44	0.17	0.17	15.0	4.38	0.73	0.73	12	1.00	0.04	39	4.54	0.1	3.56	991.11	995.39	995.39	990.49	990.10		
123	122	0.65	0.36	0.24	0.40	15.1	4.36	1.75	1.75	12	3.00	0.24	122	7.86	0.3	6.17	990.00	995.39	991.80	990.00	986.54		
122	121	0.58	0.65	0.38	0.78	15.4	4.33	3.37	3.37	12	4.84	0.89	69	9.98	0.1	7.84	979.94	991.80	982.00	979.94	976.60		
121	120	0.67	0.22	0.20	0.97	15.5	4.32	4.20	4.20	18	0.20	0.16	81	2.66	0.5	4.70	977.07	982.00	980.75	975.60	975.44		
120	119	0.09	0.20	0.02	0.99	16.0	4.27	4.22	4.22	18	0.20	0.16	232	2.66	1.5	4.70	976.75	980.75	981.00	975.34	974.87		
119	118	0.00	0.00	0.00	0.99	17.5	4.12	4.08	4.08	18	0.20	0.15	64	2.66	0.4	4.70	976.24	981.00	984.00	974.77	974.64		
118	117	0.50	0.24	0.12	1.11	17.9	4.08	4.53	4.53	18	0.20	0.19	130	2.66	0.8	4.70	976.03	984.00	984.00	974.54	974.28		
140	117	0.89	0.35	0.24	0.24	15.0	4.38	1.06	1.06	12	3.00	0.09	111	7.86	0.2	6.17	982.51	988.00	984.00	982.51	979.18		
117	116	0.70	0.23	0.16	1.52	18.7	4.00	6.07	6.07	18	2.80	0.33	102	9.95	0.2	17.58	974.18	984.00	995.00	974.18	971.33		
116	115	0.39	0.20	0.08	1.59	18.9	3.99	6.36	6.36	18	2.80	0.37	74	9.95	0.1	17.58	971.23	995.00	995.00	971.23	969.16		
115	114	0.39	0.20	0.08	1.67	19.0	3.98	6.65	6.65	18	2.80	0.40	244	9.95	0.4	17.58	969.06	995.00	979.00	969.06	962.22		
114	113	0.00	0.00	0.00	1.67	19.4	3.94	6.59	6.59	18	2.80	0.39	144	9.95	0.2	17.58	953.42	979.00	955.00	953.42	949.39		
150	113	0.21	0.20	0.04	0.04	15.0	4.38	0.18	0.18	12	4.84	0.00	44	9.98	0.1	7.84	951.52	956.50	955.00	951.52	949.39		
113	112	0.21	0.33	0.07	1.78	19.6	3.92	6.99	6.99	18	2.80	0.44	66	9.95	0.1	17.58	942.39	955.00	945.90	942.39	940.54		
112	111	0.39	0.34	0.13	1.92	19.8	3.91	7.50	7.50	18	2.80	0.51	28	9.95	0.0	17.58	941.30	945.90	945.90	940.44	939.66		
111	104	0.03	0.90	0.03	2.50	19.8	3.91	9.75	9.75	18	2.80	0.86	45	9.95	0.1	17.58	937.72	945.90	940.20	936.16	934.90		
106	105	0.39	0.40	0.16	0.16	15.0	4.38	0.68	0.68	12	1.00	0.04	34	4.54	0.1	3.56	937.41	939.00	939.00	934.10	933.76		
105	104	0.09	0.51	0.05	0.20	15.1	4.36	0.88	0.88	12	0.40	0.06	114	2.87	0.7	2.25	937.40	940.20	933.66	933.20	933.20		
104	103	0.00	0.00	0.00	2.70	19.9	3.90	10.52	10.52	24	0.37	0.22	59	4.38	0.2	13.76	937.33	940.20	938.20	932.40	932.18		
103	102	0.00	0.00	0.00	2.70	20.1	3.88	10.47	10.47	24	0.22	0.21	37	3.38	0.2	10.61	937.20	938.20	932.00	932.08	932.00		
																		937.13	Downstream HWL				



- NOTE:
- HOME OWNER SHALL INSTALL DRAINFIELD PER LCHD CODE & PERMIT CONCURRENT WITH HOUSE CONSTRUCTION.
 - CONTACTOR MAY SUBSTITUTE WASHED MDOT CLASS II SAND, CERTIFIED BY AGG. MANUF., WHEN APPROVED BY ENGINEER IN ADVANCE.
 - CONTACTOR SHALL COORDINATE INSPECTION OF EXCAVATION AND CERTIFICATION OF BACKFILL WITH LCHD AND PROJECT ENGINEER.
 - CONTACTOR SHALL INSTALL 4' HT. ORANGE SAFETY FENCE AROUND PREPARED DISPOSAL FIELDS IMMEDIATELY AFTER FIELD IS COMPLETED.

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CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

PREPARED DISPOSAL FIELD DETAIL FOR UNITS 9 & 10

NO SCALE

DESIGN:WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG						
CHECK: WMP						

**MOUNTAIN TOP ESTATES
SITE CONDOMINIUM**

UTILITY PLAN

CLIENT:	SCALE:
MOUNTAIN TOP ESTATES, LLC	1in. = 60ft.
P.O. BOX 469	PROJECT No.: 183568
BRIGHTON, MICHIGAN 48116	DWG NAME: 3568 UT
810-229-2752	ISSUED: APRIL 5, 2019

UT

DETENTION BASIN VOLUME CALCULATIONS

POND DEPTH (FT)	ELEV.	CONTOUR AREA (SF)	INCREMENTAL VOLUME (CF)	TOTAL VOLUME (CF)
BOTTOM	931.00	1,102	0	0
1.0	932.00	2,304	1,666	1,666
2.0	933.00	3,891	3,063	4,730
3.0	934.00	5,595	4,717	9,447
4.0	935.00	7,193	6,377	15,824
5.0	936.00	8,975	8,068	23,892
6.0	937.00	10,890	9,917	33,809
7.0	938.00	12,972	11,916	45,725

Detention Storage Elevation Calculation:

	ELEV.	VOLUME	VOLUME REQ.	ELEVATION
LOWER	936.00	23,892	35,050	937.13
HIGHER	937.00	33,809		

Bankfull Storage Elevation Calculation:

	ELEV.	VOLUME	VOLUME REQ.	ELEVATION
LOWER	936.00	23,892	30,086	936.62
HIGHER	937.00	33,809		

First Flush Storage Elevation Calculation:

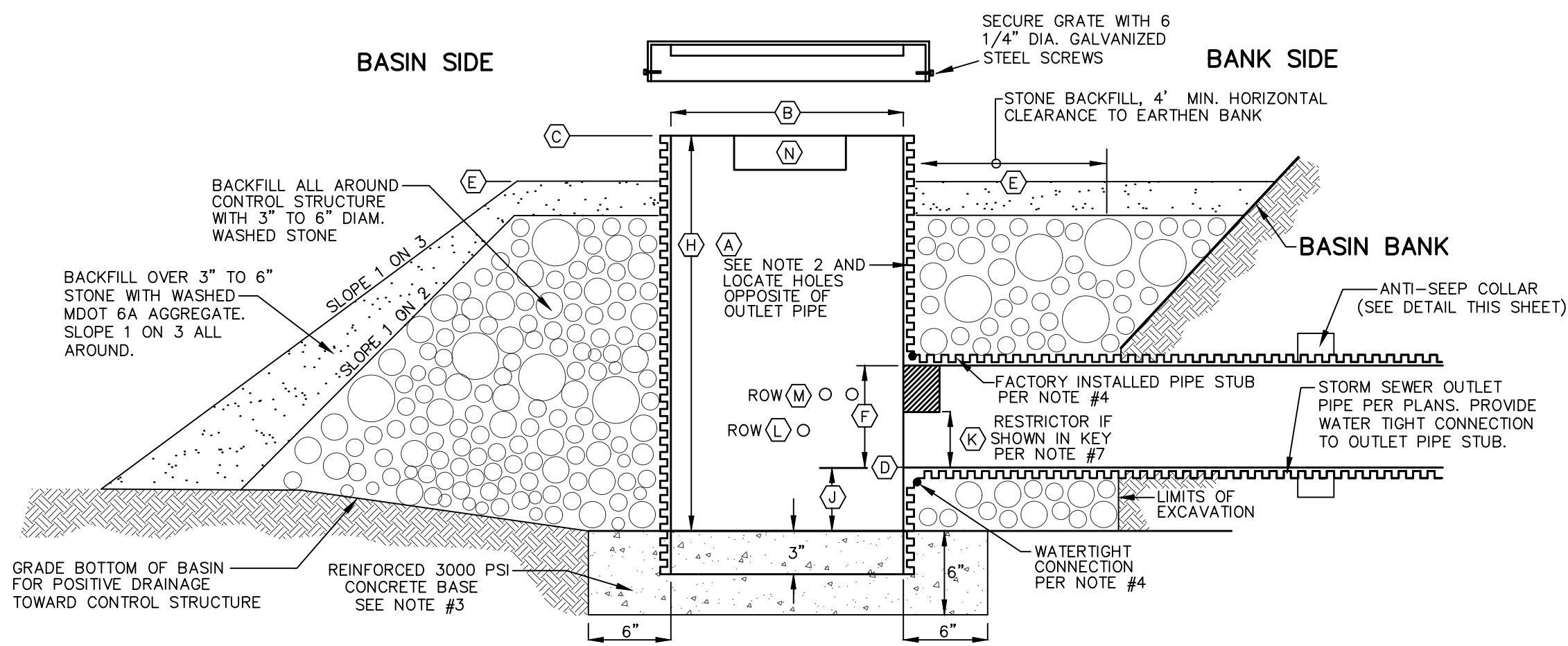
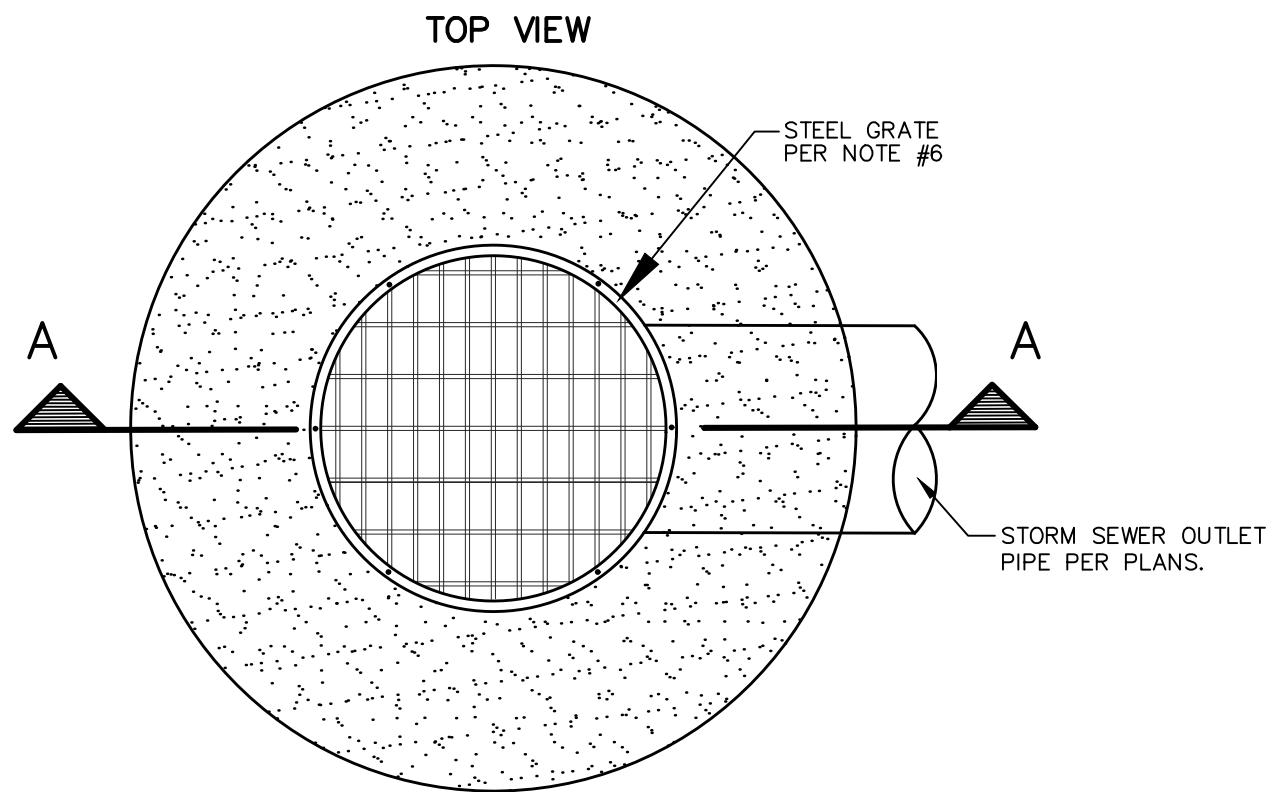
	ELEV.	VOLUME	VOLUME REQ.	ELEVATION
LOWER	933.00	4,730	6,692	933.42
HIGHER	934.00	9,447		

Forebay Storage Calculation:

POND DEPTH (FT)	ELEV.	CONTOUR AREA (SF)	INCREMENTAL VOLUME (CF)	TOTAL VOLUME (CF)
BOTTOM	931.00	451	0	0
1.0	932.00	1,028	720	720
2.0	933.00	1,794	1,393	2,113

	ELEV.	VOLUME	VOLUME REQ.	ELEVATION
LOWER	932.00	720	2,103	932.99
HIGHER	933.00	2,113		

KEY		
	CONTROL STRUCTURE DESIGNATION	CS-101
A	MATERIAL TYPE, SEE NOTE 2	CMP
B	STRUCTURE INSIDE DIAMETER	4'
C	RIM ELEVATION WITHOUT GRATE	937.16
D	INVERT ELEVATION OUTLET PIPE	930.85
E	TOP OF STONE ELEVATION	936.50
F	OUTLET PIPE DIAMETER	18"
G	OUTLET PIPE MATERIAL	RCP
H	STRUCTURE HEIGHT WITHOUT GRATE	9.6'
J	SUMP HEIGHT	2'
K	RESTRICTOR OPENING DIA. IN OUTLET PIPE	N/A
L	FIRST ROW OF HOLES CENTERLINE ELEVATION HOLE DIAMETER NUMBER OF HOLES IN ROW	931.00 1.5" 1
M	SECOND ROW OF HOLES CENTERLINE ELEVATION HOLE DIAMETER NUMBER OF HOLES IN ROW	933.42 2" 2
N	WIER OPENING WIER HEIGHT WIER WIDTH	6" 19.25"



BASIN CONTROL STRUCTURE DETAIL (CS)
NOT TO SCALE

CONTROL STRUCTURE (CS-101) CALCULATIONS

Tributary Area :	A =	11.63 Acres
Compound Runoff Coefficient :	C =	0.32
Orifice Flow Coefficient :	c =	0.60
Allowable Outflow Rate :	Qa =	2.33 CFS
100 Year Flood Volume :	V100 =	35,050 CF
Bankfull Flood Volume :	Vbf =	30,086 CF
First Flush Volume :	Vff =	6,692 CF
Low Water Level :	LWL =	931.00
First Flush Elevation :	Xff =	933.42
Bankfull Flood Elevation :	Xbf =	936.62
100 Year Flood Elevation :	X100 =	937.13
(Use available high water elevation for X100)	HWL =	937.13

FIRST FLUSH:		
Qff =	Vff * (1 / 24 hrs) * (1 / 3600 sec) =	0.077 CFS
Hff =	(2 / 3) * (Xff - LWL) =	1.61 FT
Aff =	Qff / (c * SQRT(2 * 32.2 * Hff)) =	0.0127 SF
Nff =	Aff / 0.01227 =	1.0 1.5" Holes

Use Nff = 1 1.5" Holes at Elevation = 931.00

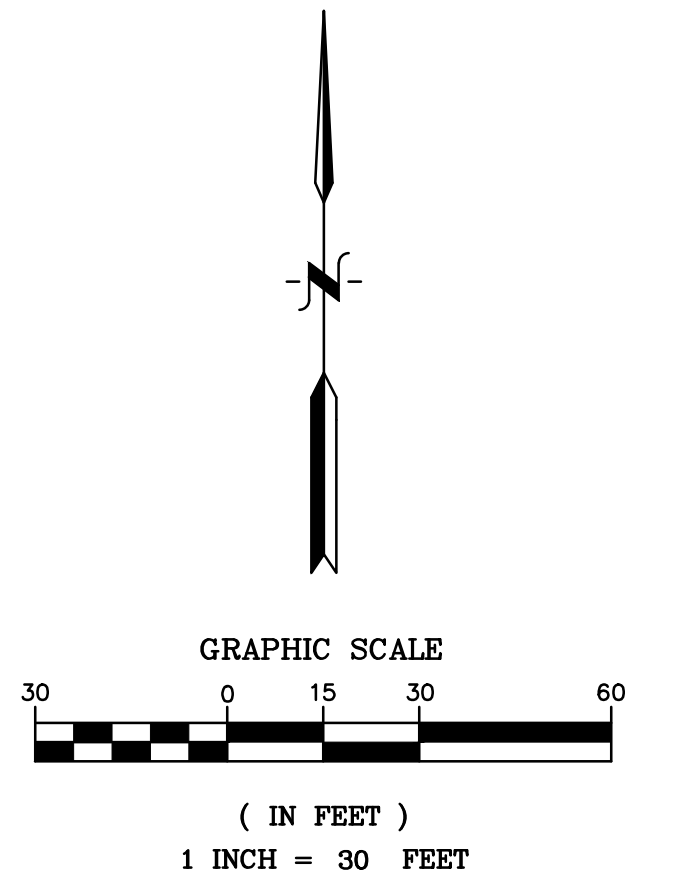
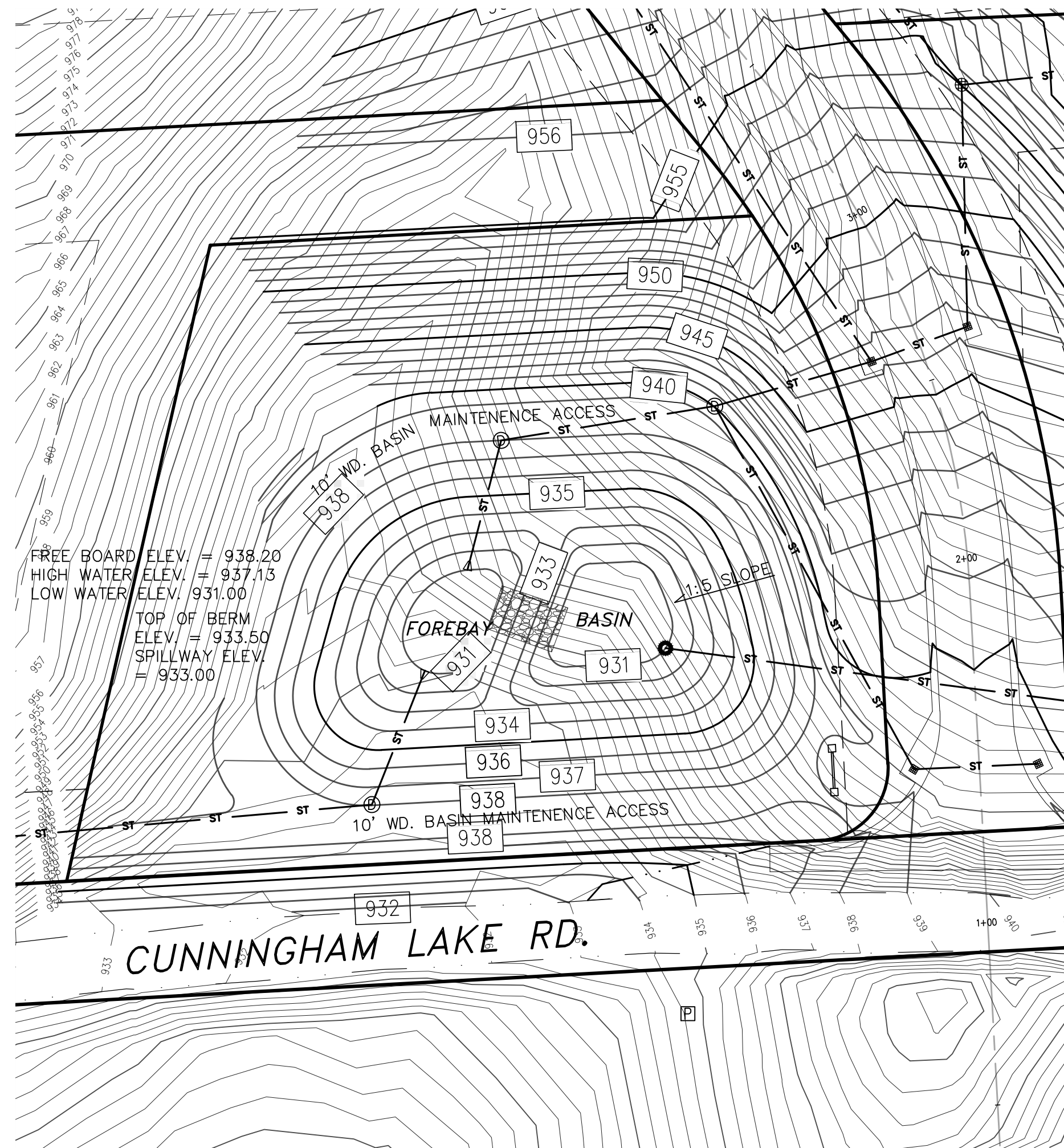
BANKFULL FLOOD:		
H =	(2 / 3) * (Xbf - LWL) =	3.750 FT
Qlwl =	c * Nff * 0.01227 * SQRT(2 * 32.2 * h) =	0.1144 CFS
Vprovided =	Qlwl * 24 hrs * (3600 sec / 1 hr) =	9,884 CF
Vneeded =	Vbf - Vprovided =	20,201 CF

Qbf =	Vneeded * (1 / 16 hrs) * (1 / 3600 sec) =	0.3507 CFS
Hbf =	(2 / 3) * (Xbf - Xff) =	2.14 FT
Abf =	Qbf / (c * SQRT(2 * 32.2 * Hbf)) =	0.0498 SF
Nbf =	Abf / 0.02182 =	2.3 2.0" Holes

Use Nbf = 2 2.0" Holes at Elevation = 933.42

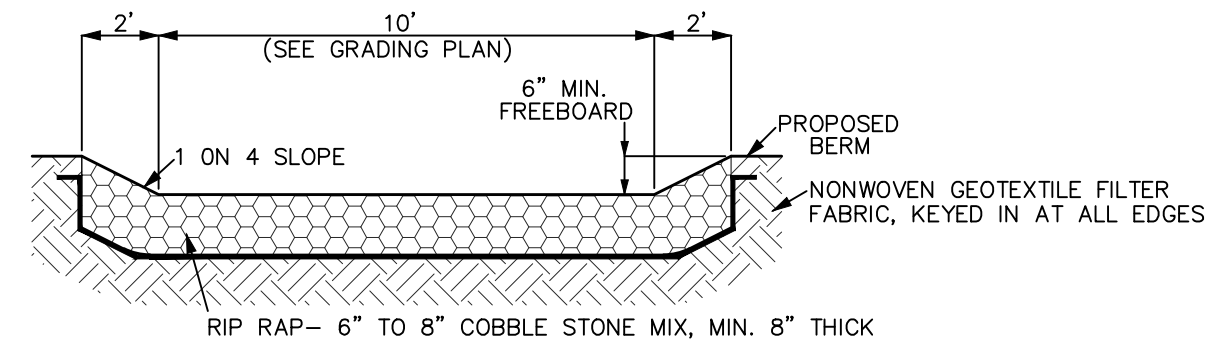
100 YEAR FLOOD:		
Qff + Qbf =	[c * Nff * 0.01227 * SQRT(2 * 32.2 * (X100 - LWL))] + [c * Nbf * 0.02182 * SQRT(2 * 32.2 * (X100 - Xff))] =	0.551 CFS
Q100 =	Qa - (Qff + Qbf) =	1.7751 CFS

Use a rectangular weir -		
Depth (X100 - Xbf) =	0.50 FT	
Width =	19.25 Inches	
Weir Flow Calculation:		
Q = 3.33 (L-0.2H) H ^{1.5}	1.774 CFS	

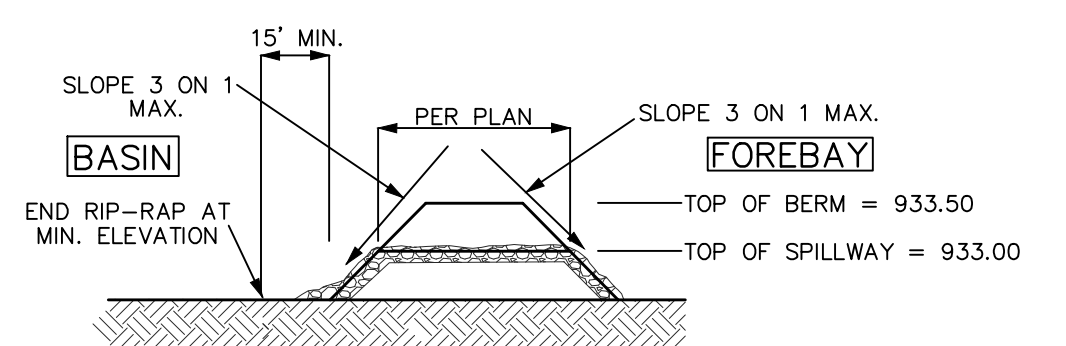


LEGEND	
[Symbol]	= MISC. STRUCTURE (AS LABELED)
[Symbol]	= WELL / MONITOR WELL
[Symbol]	= SIGN
[Symbol]	= UTILITY METERS & BOXES (ELECTRIC METER, GAS METER, WATER METER, PHONE BOX, CATV BOX, MAIL BOX, UTIL. BOX)
[Symbol]	= UTILITY POLE W/GUY WIRE
[Symbol]	= OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
[Symbol]	= U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
[Symbol]	= EDGE OF WOODS / TREE DRIP LINE
[Symbol]	= FENCE (CHAIN LINK UNLESS OTHERWISE STATED)
[Symbol]	= EDGE OF GRAVEL
[Symbol]	= STORM WATER MANHOLE W/IDENTIFIER
[Symbol]	= CATCH BASIN W/IDENTIFIER
[Symbol]	= CONTROL STRUCTURE
[Symbol]	= FLARED END SECTION
[Symbol]	= STORM WATER DRAINAGE PIPE
[Symbol]	= GAS MANHOLE / GASOLINE COVER
[Symbol]	= GAS SHUT OFF
[Symbol]	= U/G GAS
[Symbol]	= EX. 1" CONTOUR
[Symbol]	= EX. 5' CONTOUR
[Symbol]	= PROP. CONCRETE CURB & GUTTER

Detention Basin Forebay Calculation	
Design Flow:	10-Year Event to = 20.3 min. Q = (0.32) (11.63) (3.863) = 14.38 CFS
Width =	14 Feet
Flow Depth Calculation:	Q = 3.33 (L-0.2H) H ^{1.5} Depth = 5.5 Inches
Average Velocity V =	Q/A = 1.0 FPS



FOREBAY SPILLWAY ELEVATION
NOT TO SCALE



FOREBAY SPILLWAY CROSS SECTION
NOT TO SCALE

100 YEAR STORM DETENTION						
Tributary Area (A) =	11.63	Acres				
Compound Runoff Coefficient (C) =	0.32					
Design Constant (K1) = A * C =	3.69					
Allowable Outflow Rate (Qo)* =	2.33	cfs				
1	2	3	4	5	6	7
Duration (Minutes)	Duration (Seconds)	Intensity (100-yr Storm) (in / Hr)	Col. 2 * Col. 3 (Inches)	Inflow Volume = Col. 4 * K1 (Cubic Feet)	Outflow Volume = Col. 2 * Qo (Cubic Feet)	Storage Volume = Col. 5 - Col. 6 (Cubic Feet)
5	300	9.17	2750	10139	698	9441
10	600	7.86	4714	17382	1396	15986
15	900	6.88	6188	22813	2093	20720
20	1200	6.11	7333	27038	2791	24247
30	1800	5.00	9000	33183	4187	28996
60	3600	3.24	11647	42943	8374	34569
90	5400	2.39	12913	47610	12560	35050
120	7200	1.90	13655	50347	16747	33599
180	10800	1.34	14488	53417	25121	28296

Note: Figures in Columns (3) and (4) are computed by the formula $I = 275 / (t + 25)$ (i.e. 100-yr Curve);

* Allowable outflow rate Qo is computed by one of the following cases:

Case 1: Qo = capacity of existing discharge conduit or channel.
Case 2: $Qo = q * A$ where q = Permissible discharge rate per acre of tributary area = 0.20 cfs / Acre

Bankfull Volume:	(8180)(A)(C) =	30086 cf
First Flush Volume:	(1815)(A)(C) =	6692 cf
Forebay Volume (5% of 100 year Volume):	=	1680 cf

BENCHMARK

DATUM BASED ON RTK-GPS OBSERVATIONS,
DATE: DECEMBER 7, 2018

BENCHMARK #204
NAIL IN THE SOUTH SIDE OF A TRI OAK,
LOCATED SOUTH 465± FEET OF THE NORTH
PROPERTY LINE AND EAST 492± FEET OF THE
WEST PROPERTY LINE.
ELEVATION = 1022.74 (NAVD 88)

BENCHMARK #209
NAIL IN THE NORTHEAST SIDE OF A 24" OAK,
LOCATED SOUTH 240± FEET OF THE NORTH
PROPERTY LINE AND EAST 170± FEET OF THE
WEST PROPERTY LINE.
ELEVATION = 979.63 (NAVD 88)

BENCHMARK #210
TOP OF MONUMENT, LOCATED AT NORTHWEST
PROPERTY CORNER.
ELEVATION = 939.48 (NAVD 88)

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DESIGN:WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG						
CHECK: WMP						

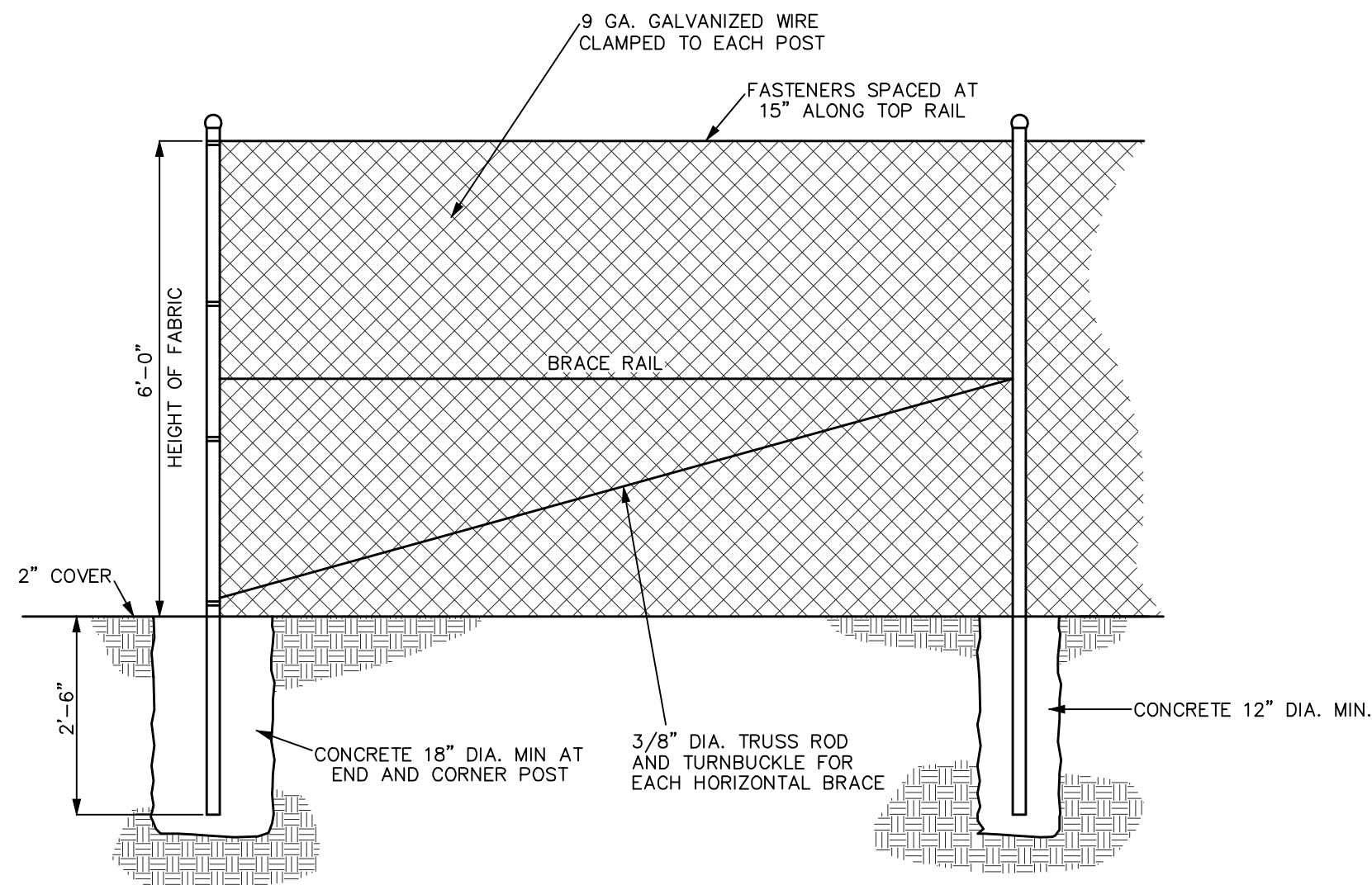
MOUNTAIN TOP ESTATES
SITE CONDOMINIUM

GRADING DETAIL
DETENTION BASIN

CLIENT:
MOUNTAIN TOP ESTATES, LLC
P.O. BOX 469
BRIGHTON, MICHIGAN 48116
810-229-2752

SCALE: 1in. = 30ft.
PROJECT No.: 183568
DWG NAME: 3568 GR2-3
ISSUED: APRIL 5, 2019

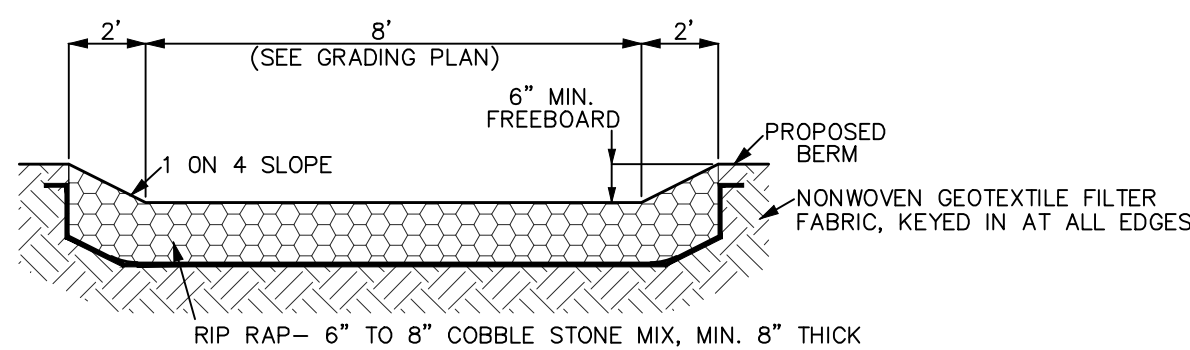
GR2



CHAIN LINK FENCE DETAIL

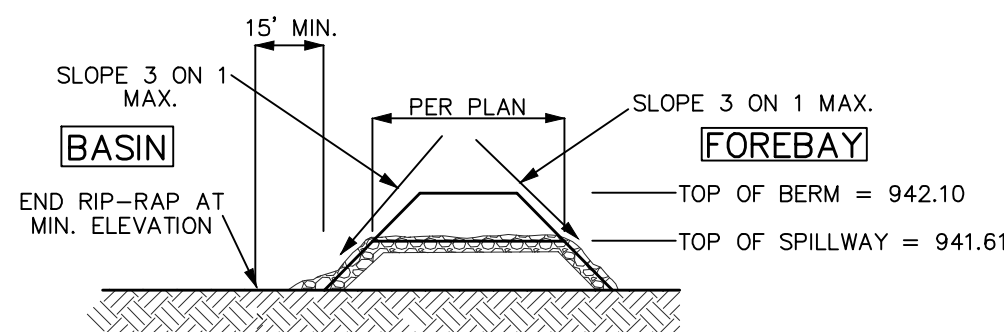
NOT TO SCALE

NOTE:
ALL FENCING AND HARDWARE SHALL BE GALVANIZED STEEL.



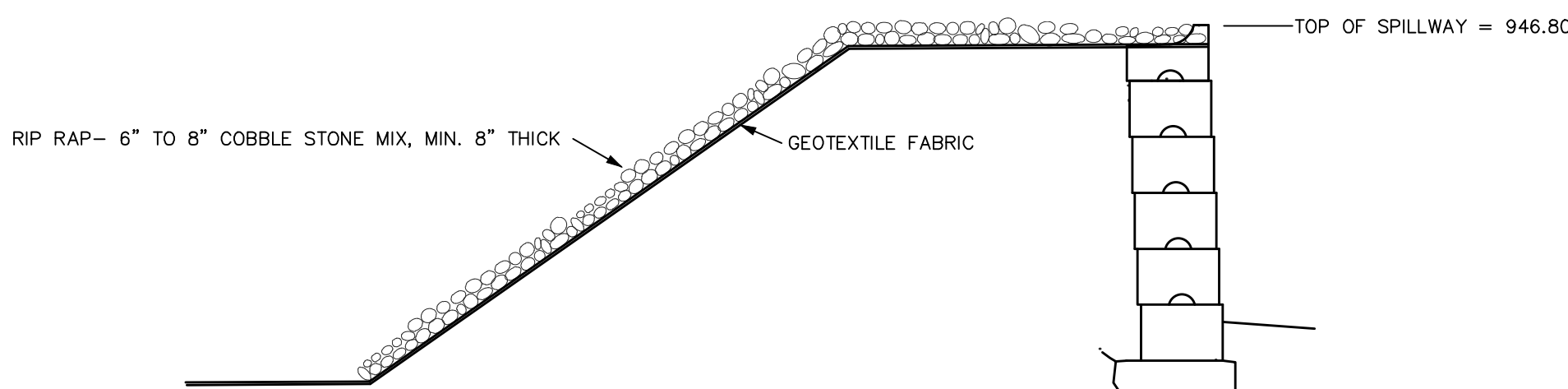
FOREBAY SPILLWAY ELEVATION

NOT TO SCALE



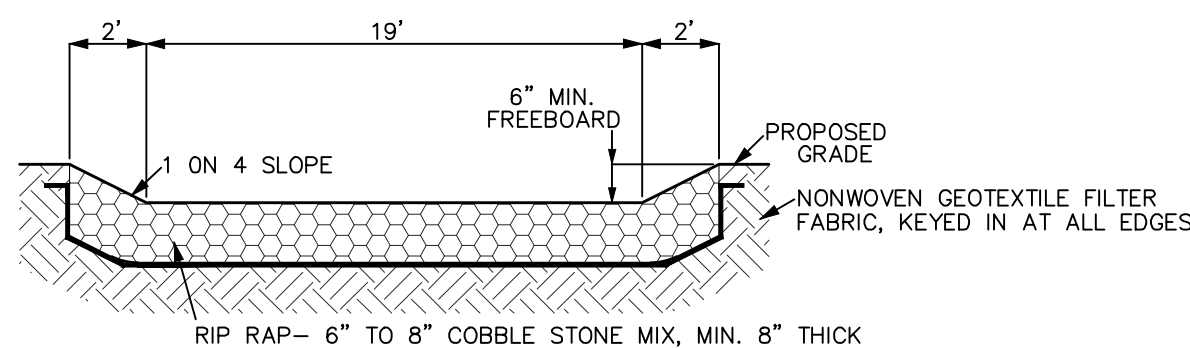
FOREBAY SPILLWAY CROSS SECTION

NOT TO SCALE



BASIN SPILLWAY CROSS SECTION

NOT TO SCALE



BASIN SPILLWAY ELEVATION

NOT TO SCALE

PROPOSED RETENTION BASIN CALCULATIONS			
	WATERSHED AREA =	6.87	Acres
Volume = (Watershed Area) x (43,560 sq.ft./ac) x (2 inches)/(12 ft./inch)			
	Retention Volume Required =	49,876	cubic feet

POND DEPTH (FT)	ELEV.	CONTOUR AREA (SF)	INCREMENTAL VOLUME (CF)	TOTAL VOLUME (CF)
BOTTOM	939.00	7.770	0	0
1.0	940.00	8.773	8,266	8,266
2.0	941.00	9.895	9,328	17,595
3.0	942.00	11.140	10,511	28,106
4.0	943.00	12.317	11,724	39,830
5.0	944.00	13.336	12,823	52,653
6.0	945.00	14.383	13,856	66,509
7.0	946.00	15.414	14,896	81,405
8.0	947.00	16.465	15,937	97,341

Retention Storage Elevation Calculation:

	ELEV	VOLUME	VOLUME REQ	ELEVATION
LOWER	943.00	39,830	49,876	943.78
HIGHER	944.00	52,653		

Forebay Storage Calculation:

POND DEPTH (FT)	ELEV.	CONTOUR AREA (SF)	INCREMENTAL VOLUME (CF)	TOTAL VOLUME (CF)
BOTTOM	939.00	575	0	0
1.0	940.00	960	759	759
2.0	941.00	1,435	1,190	1,949
3.0	942.00	2,004	1,712	3,660

	ELEV	VOLUME	VOLUME REQ	ELEVATION
LOWER	941.00	1,949	2,993	941.61
HIGHER	942.00	3,660		

Retention Basin Spillway Calculation

PEAK INFLOW: 100-Year Event		
tc = 17.4 min.		
Q = (0.27) (6.87) (6.486) =	12.03	CFS
Width =	19	Feet
Flow Depth Calculation:		
Q = 3.33 (L-0.2H) H ^{1.5}	Depth =	4.0 Inches
Average Velocity V = Q/A	1.2	FPS

Retention Basin Forebay Calculation

Design Flow: 10-Year Event		
tc = 17.4 min.		
Q = (0.27) (6.87) (4.127) =	7.66	CFS
Width =	12	Feet
Flow Depth Calculation:		
Q = 3.33 (L-0.2H) H ^{1.5}	Depth =	4.0 Inches
Average Velocity V = Q/A	0.8	FPS

ROCK SIZE DESIGNATION

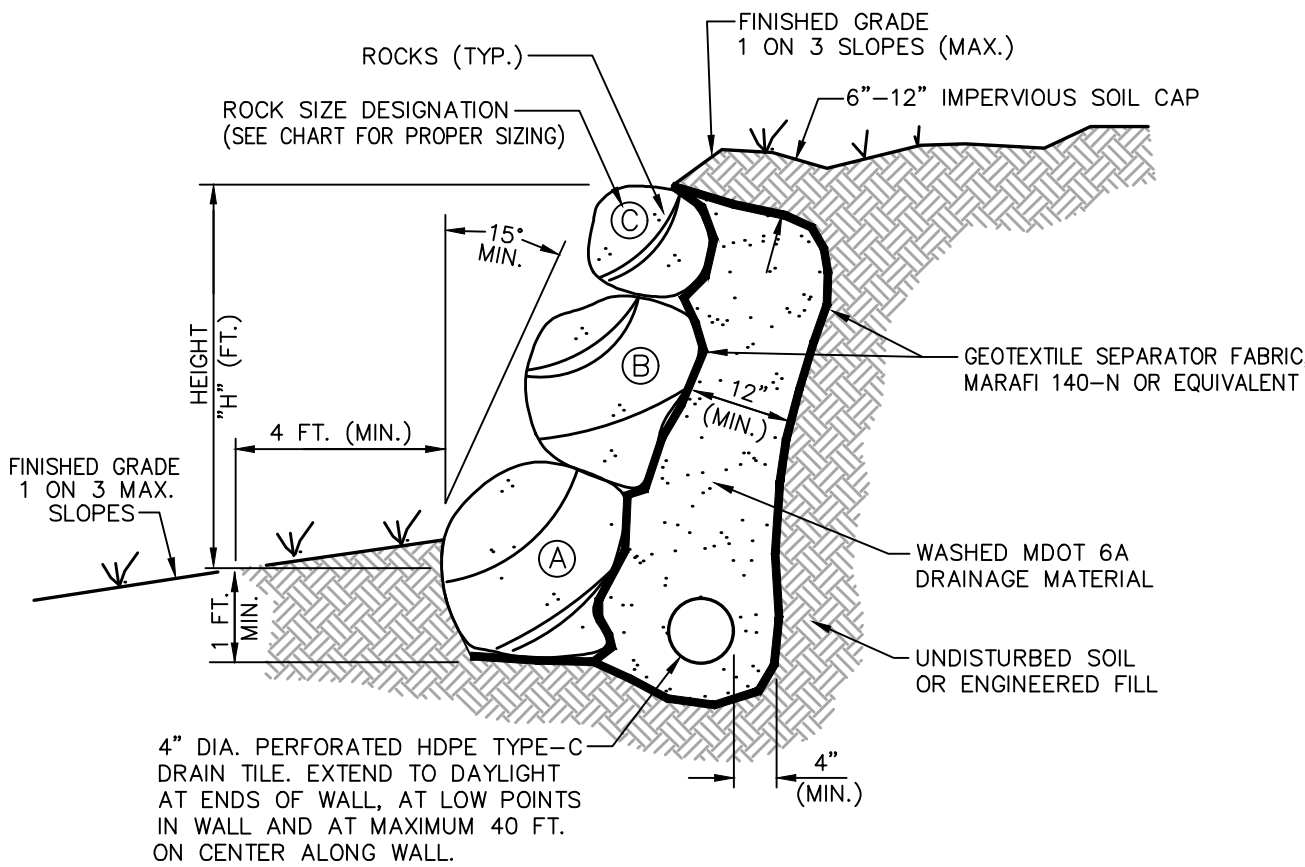
WALL HEIGHT "H" (FEET)	MINIMUM ROCK SIZE (MAN)		
	POSITION A	POSITION B	POSITION C
1	2	1	-
2	3	1	-

ROCK SIZE DESCRIPTION

ROCK SIZE	ROCK WEIGHT	AVERAGE DIMENSION
1-MAN	50-200 lbs.	12"-18"
2-MAN	200-700 lbs.	18"-28"
3-MAN	700-2,000 lbs.	28"-36"

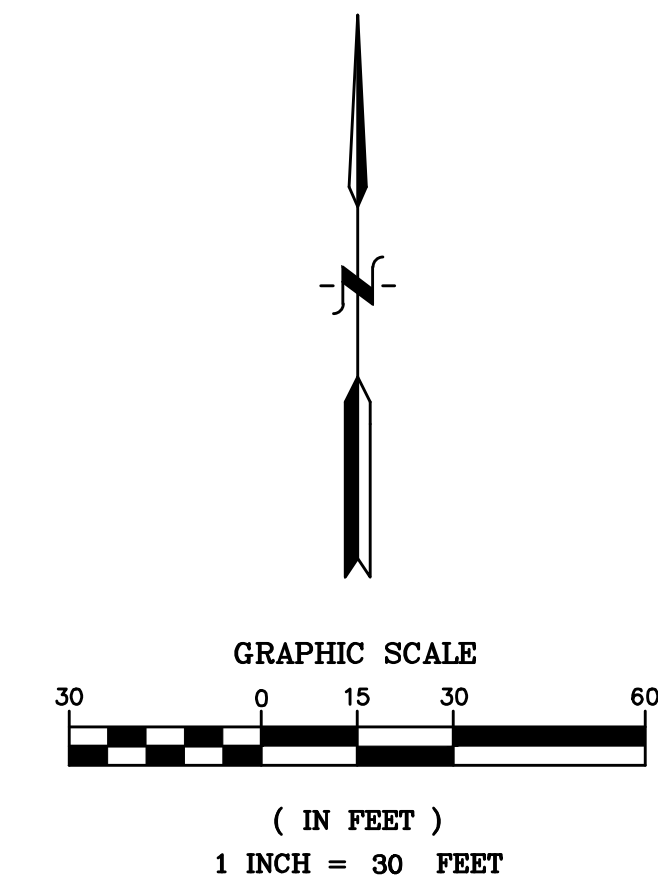
ROCKERY WALL NOTES:

- Non-reinforced gravity rockery walls shall not exceed 6 feet in height.
- The face of the rockery wall shall have a minimum batter of 15 degrees from vertical.
- Rockery walls shall be constructed on stable suitable soils or engineered fill. Unsuitable soils found within the 1 on 1 influence zone of the base of the wall, such as muck, peat, topsoil, mud, silt or other unstable materials shall be excavated and replaced up to the proposed subgrade elevation with MDOT Class III granular material compacted to 95% maximum unit weight, modified proctor.
- Rocks shall be installed with the largest rocks at the base of the wall and then progressively smaller rocks as the height of the wall increases. Rocks utilized in construction of the rockery wall shall meet or exceed the minimum rock size requirements based on the wall height as specified in the Rock Size Description and Rock Size Designation Charts. Rocks shall be of sufficient quality and strength and shall be free of cracks, seams and foliation.
- The base course of rocks shall be embedded a minimum of 12" into the acceptable subgrade soils as measured at a point 4 feet in front of the face of wall. The long dimensions of the rock shall extend into the slope behind the rockery wall for maximum stability. Subsequent courses of rocks shall be placed to lock into the rocks in the lower course or tier.
- Proper drainage shall be provided behind the wall including a minimum of 12" of free draining aggregate the entire height of the wall and a 4" minimum diameter drain tile behind the base of wall. The drain tile shall be extended beyond the face of wall to daylight at the ends of the wall, low points and at a maximum of 40 feet on center. Finish grade at the face of wall shall be graded to direct drainage away from the wall and shall not exceed a 1 on 3 slope.



ROCKERY WALL CROSS-SECTION

NOT TO SCALE



LEGEND

- MISC. STRUCTURE (AS LABELED)
- WELL / MONITOR WELL
- SIGN
- UTILITY METERS & BOXES (ELECTRIC METER, GAS METER, WATER METER, PHONE BOX, CATV BOX, MAIL BOX, UTIL. BOX)
- UTILITY POLE W/GUY WIRE
- OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
- U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
- EDGE OF WOODS / TREE DRIP LINE
- FENCE (CHAIN LINK UNLESS OTHERWISE STATED)
- EDGE OF GRAVEL
- STORM WATER MANHOLE W/IDENTIFIER
- CATCH BASIN W/IDENTIFIER
- CONTROL STRUCTURE
- FLARED END SECTION
- STORM WATER DRAINAGE PIPE
- GAS MANHOLE / GASOLINE COVER
- GAS SHUT OFF
- U/G GAS
- EX. 1' CONTOUR
- EX. 5' CONTOUR
- PROP. CONCRETE CURB & GUTTER
- PROP. EDGE OF GRAVEL
- PROP. STORM SEWER
- PROP. 1' CONTOUR
- PROP. 5' CONTOUR

BENCHMARK

DATUM BASED ON RTK-GPS OBSERVATIONS,
DATE: DECEMBER 7, 2018

BENCHMARK #204
NAIL IN THE SOUTH SIDE OF A TRI OAK,
LOCATED SOUTH 465± FEET OF THE NORTH
PROPERTY LINE AND EAST 492± FEET OF THE WEST
PROPERTY LINE.
ELEVATION = 1022.74 (NAVD 88)

BENCHMARK #209
NAIL IN THE NORTHEAST SIDE OF A 24" OAK,
LOCATED SOUTH 240± FEET OF THE NORTH
PROPERTY LINE AND EAST 170± FEET OF THE
WEST PROPERTY LINE.
ELEVATION = 979.63 (NAVD 88)

BENCHMARK #210
TOP OF MONUMENT, LOCATED AT NORTHWEST
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ELEVATION = 939.48 (NAVD 88)

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DESIGN:WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG						
CHECK: WMP						

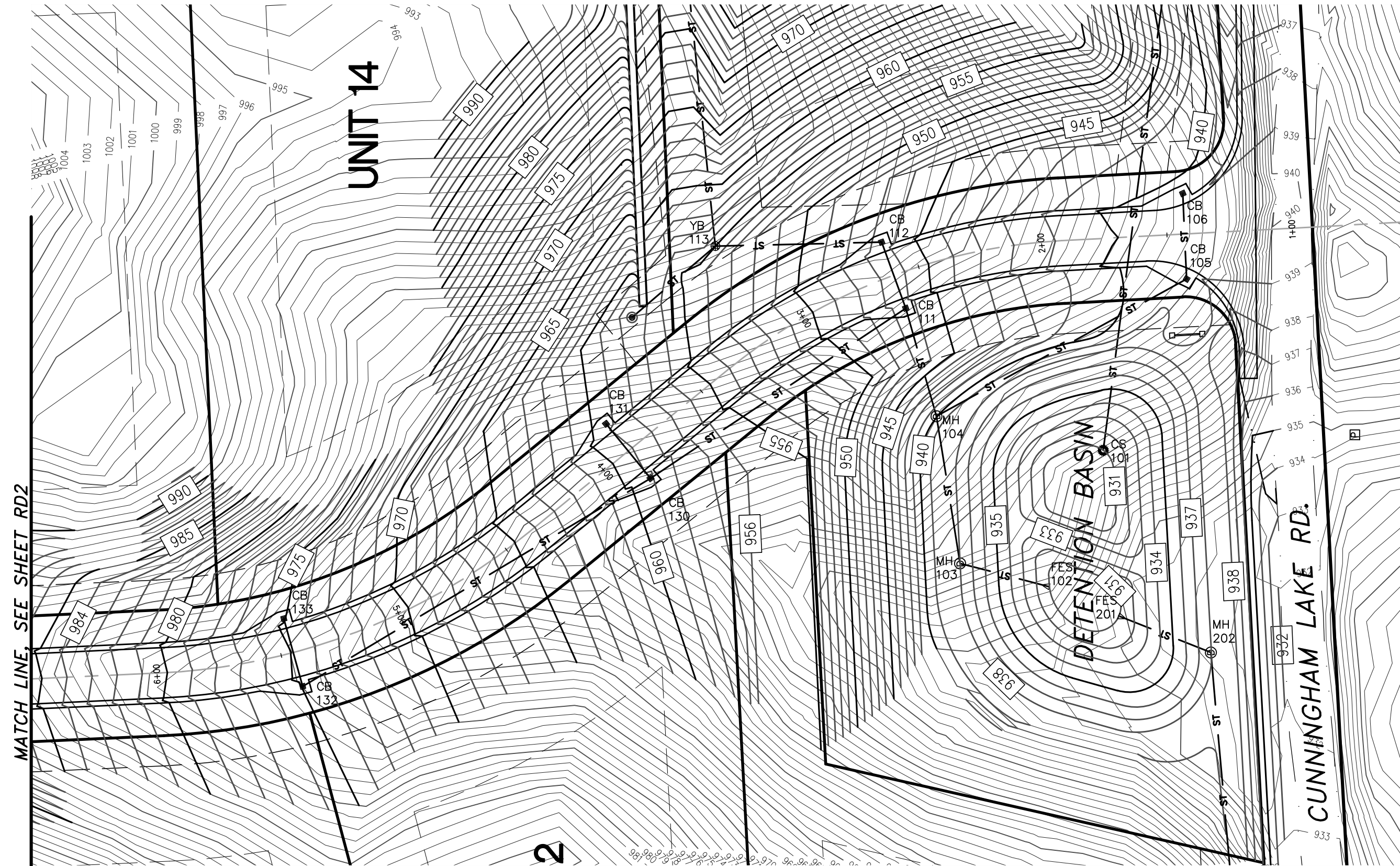
MOUNTAIN TOP ESTATES
SITE CONDOMINIUM

GRADING DETAIL
RETENTION BASIN

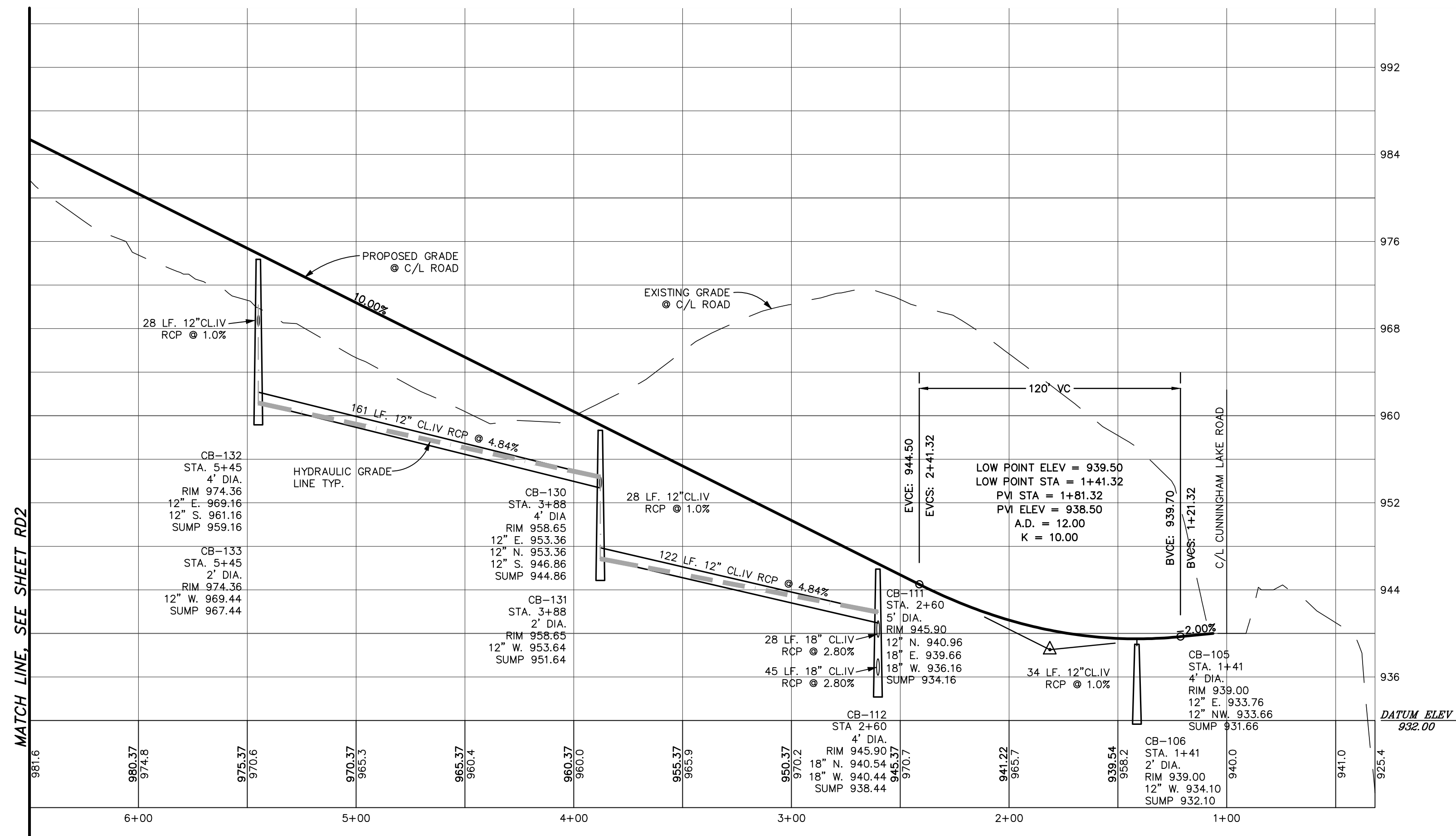
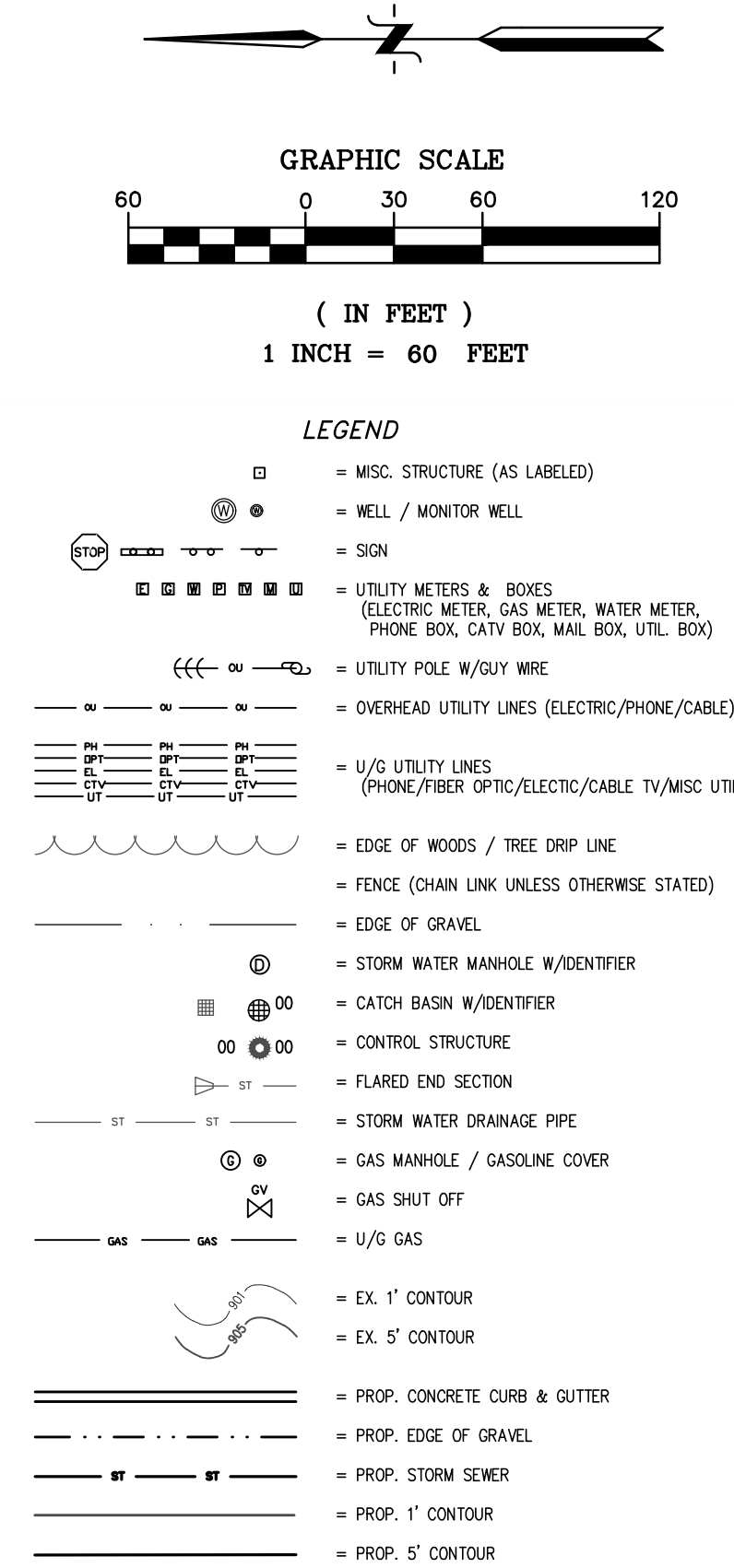
CLIENT:
MOUNTAIN TOP ESTATES, LLC
P.O. BOX 469
BRIGHTON, MICHIGAN 48116
810-229-2752

SCALE: 1in. = 30ft.
PROJECT No.: 183568
DWG NAME: 3568 GR2-3
ISSUED: APRIL 5, 2019

GR3



PLAN
SCALE: 1in. = 40ft.



PROFILE
SCALE: HORIZ. 1in. = 40ft.
VERT. 1in. = 8ft.

BENCHMARK

DATUM BASED ON RTK-GPS OBSERVATIONS,
DATE: DECEMBER 7, 2018

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ELEVATION = 979.63 (NAVD 88)

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TOP OF MONUMENT, LOCATED AT NORTHWEST
PROPERTY CORNER.
ELEVATION = 939.48 (NAVD 88)



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CHECK: WMP						

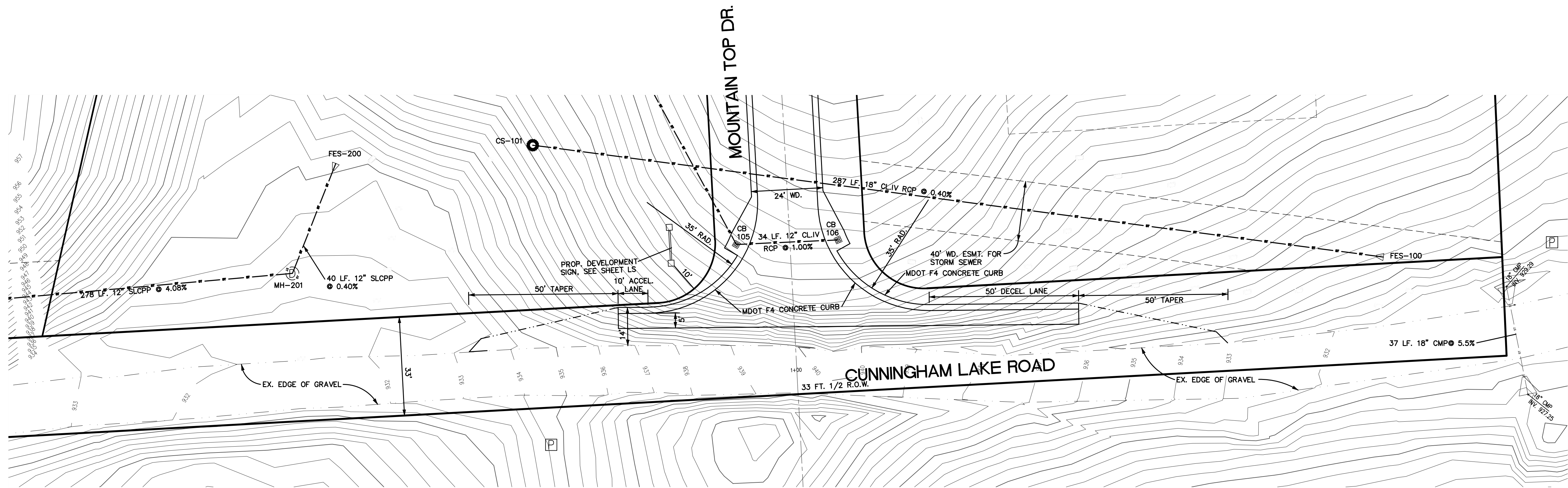
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MOUNTAIN TOP DR.
STA. 0+50 - 6+50
PLAN & PROFILE

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810-229-2752

SCALE: 1in. = 40ft.
PROJECT No.: 183568
DWG NAME: 3568 RD
ISSUED: APRIL 5, 2019

RD1



APPROACH DIMENSION DETAIL

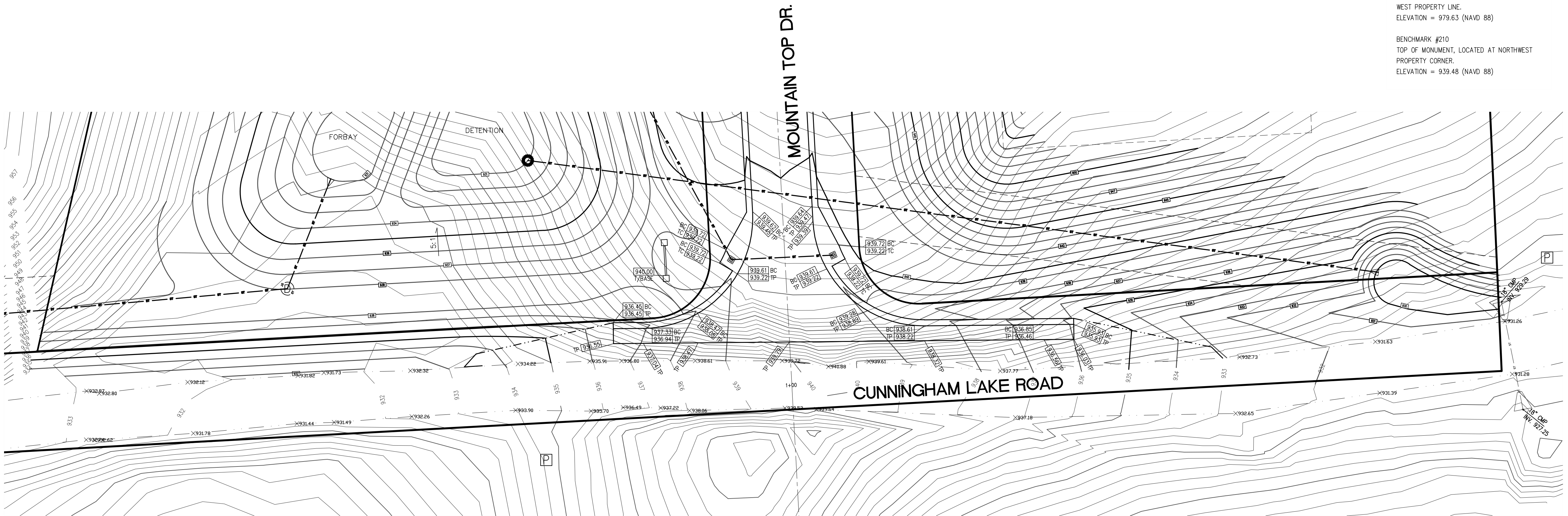
BENCHMARK

DATUM BASED ON RTK-GPS OBSERVATIONS,
DATE: DECEMBER 7, 2018

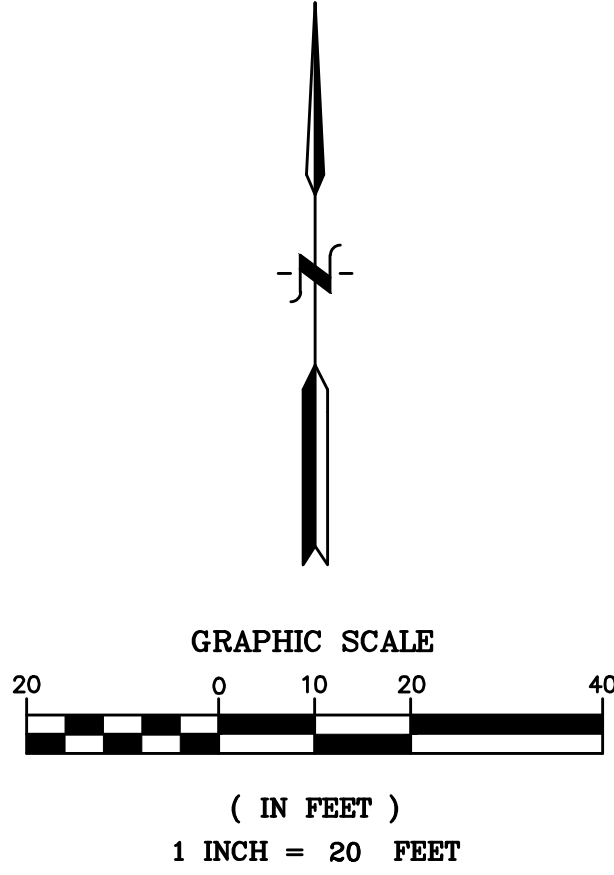
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ELEVATION = 979.63 (NAVD 88)

BENCHMARK #210
TOP OF MONUMENT, LOCATED AT NORTHWEST
PROPERTY CORNER.
ELEVATION = 939.48 (NAVD 88)



APPROACH GRADING DETAIL



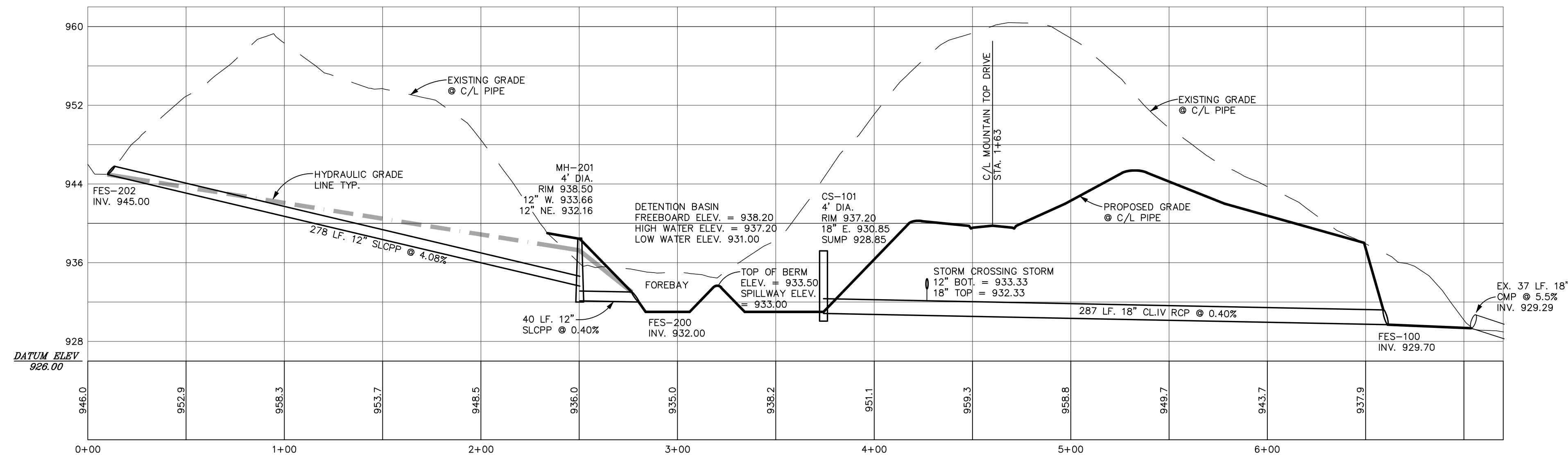
- LEGEND**
- MISC. STRUCTURE (AS LABELED)
 - WELL / MONITOR WELL
 - SIGN
 - UTILITY METERS & BOXES (ELECTRIC METER, GAS METER, WATER METER, PHONE BOX, CATV BOX, MAIL BOX, UTIL. BOX)
 - UTILITY POLE W/GUY WIRE
 - OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
 - U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTIC/CABLE TV/MISC UTILITIES)
 - EDGE OF WOODS / TREE DRIP LINE
 - FENCE (CHAIN LINK UNLESS OTHERWISE STATED)
 - EDGE OF GRAVEL
 - STORM WATER MANHOLE W/IDENTIFIER
 - CATCH BASIN W/IDENTIFIER
 - CONTROL STRUCTURE
 - FLARED END SECTION
 - STORM WATER DRAINAGE PIPE
 - GAS MANHOLE / GASOLINE COVER
 - GAS SHUT OFF
 - U/G GAS
 - EX. 1' CONTOUR
 - EX. 5' CONTOUR
 - PROP. CONCRETE CURB & GUTTER
 - PROP. EDGE OF GRAVEL
 - PROP. STORM SEWER
 - PROP. 1' CONTOUR
 - PROP. 5' CONTOUR
 - PROP. SPOT GRADE
 - TP = TOP OF PAVEMENT
 - BC = BACK OF CURB
 - TC = TOP OF CONCRETE

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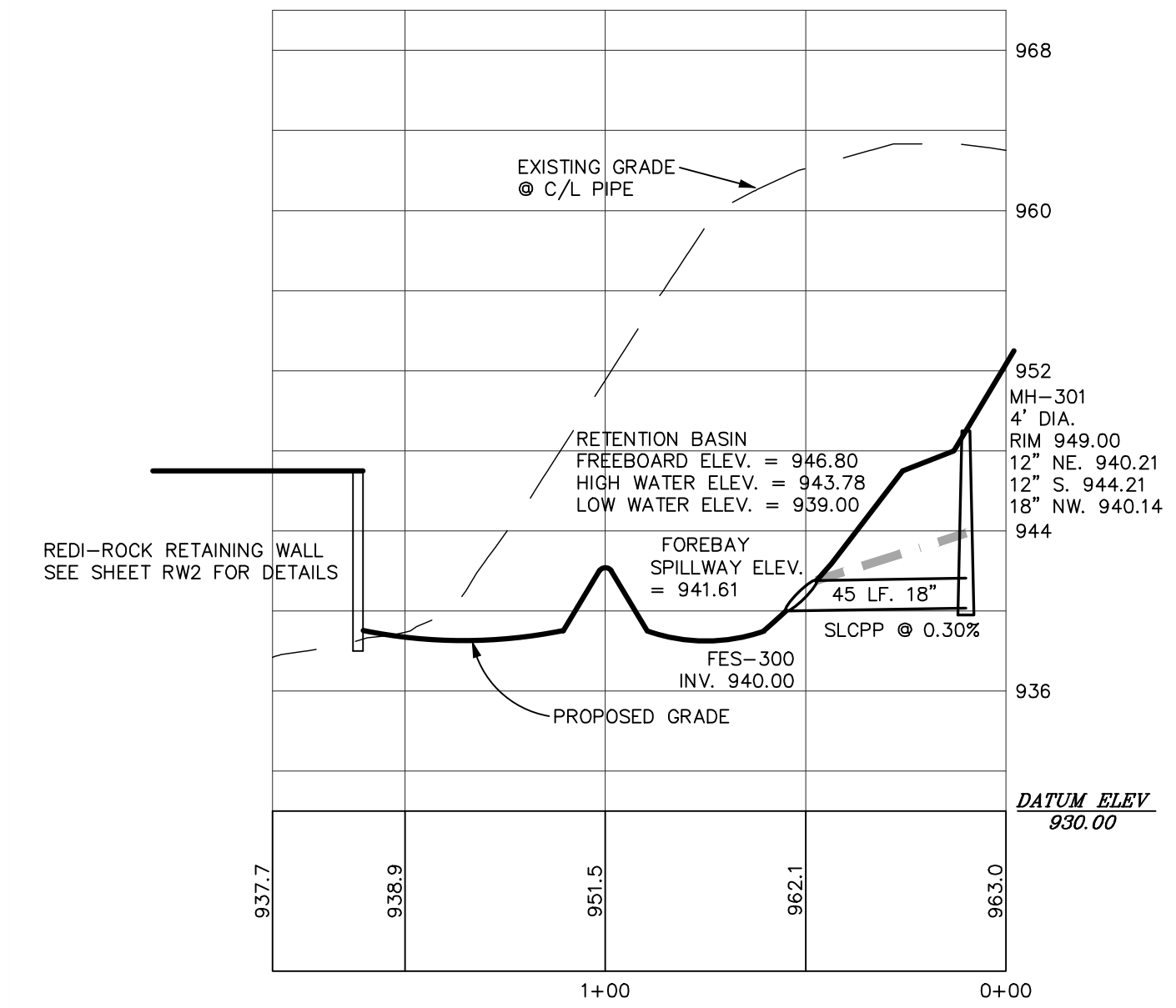
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LAND SURVEYORS
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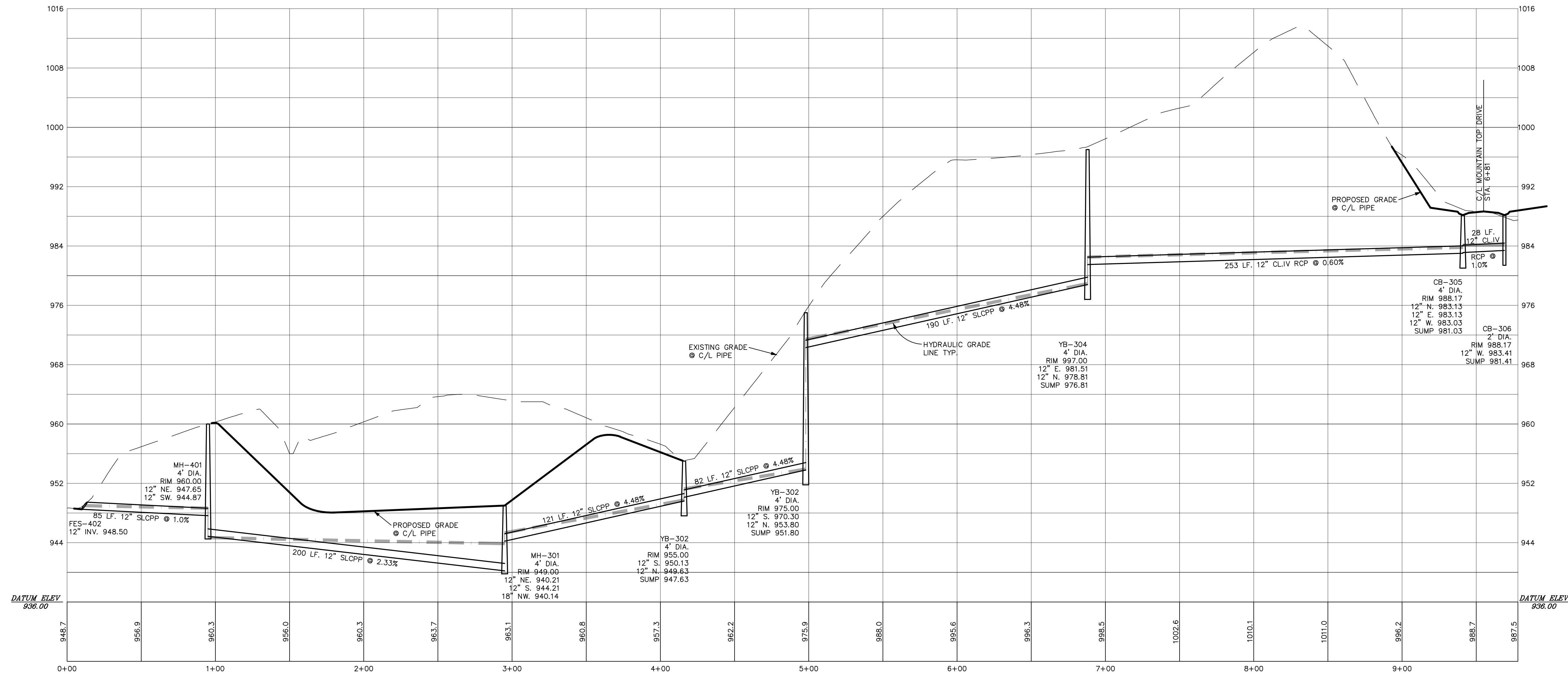
DESIGN: WMP DRAFT: JHG CHECK: WMP	REVISION # DATE REVISION-DESCRIPTION	REVISION # DATE REVISION-DESCRIPTION	MOUNTAIN TOP ESTATES	CUNNINGHAM LAKE RD. APPROACH PLAN	CLIENT: MOUNTAIN TOP ESTATES, LLC P.O. BOX 469 BRIGHTON, MICHIGAN 48116 810-229-2752	SCALE: 1" = 20' PROJECT No.: 183568 DWG NAME: 3568 APP ISSUED: APRIL 5, 2019	AP
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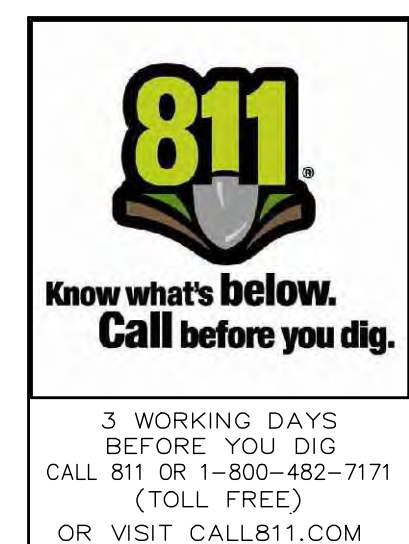
PROFILE: FES-203 TO FES-100
SCALE: HORIZ. 1in. = 40ft.
VERT. 1in. = 8ft.



PROFILE: FES-300 TO MH-301
SCALE: HORIZ. 1in. = 40ft.
VERT. 1in. = 8ft.



PROFILE: FES-402 TO CB-306
SCALE: HORIZ. 1in. = 40ft.
VERT. 1in. = 8ft.



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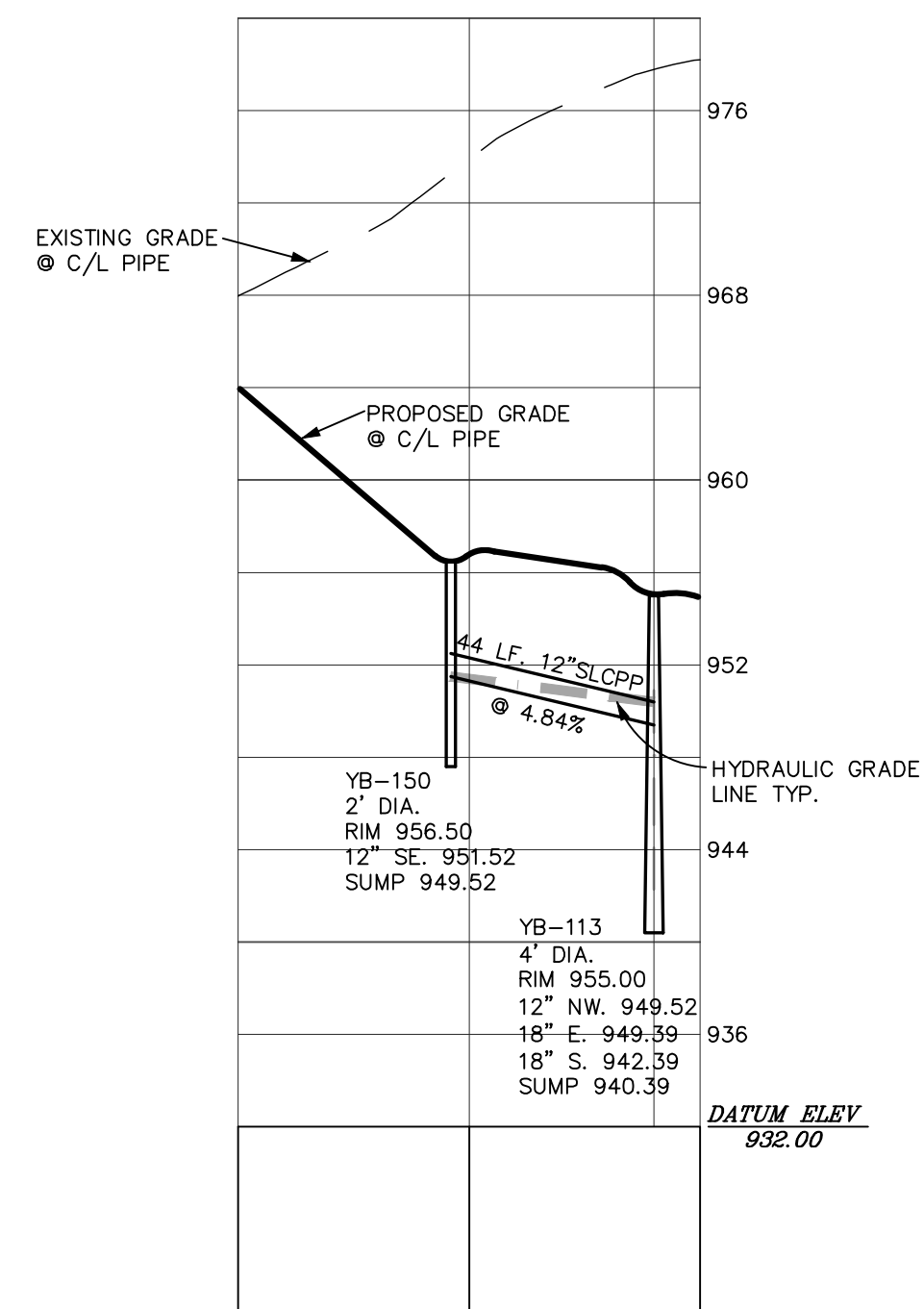
MOUNTAIN TOP ESTATES
SITE CONDOMINIUM

STORM SEWER PROFILES

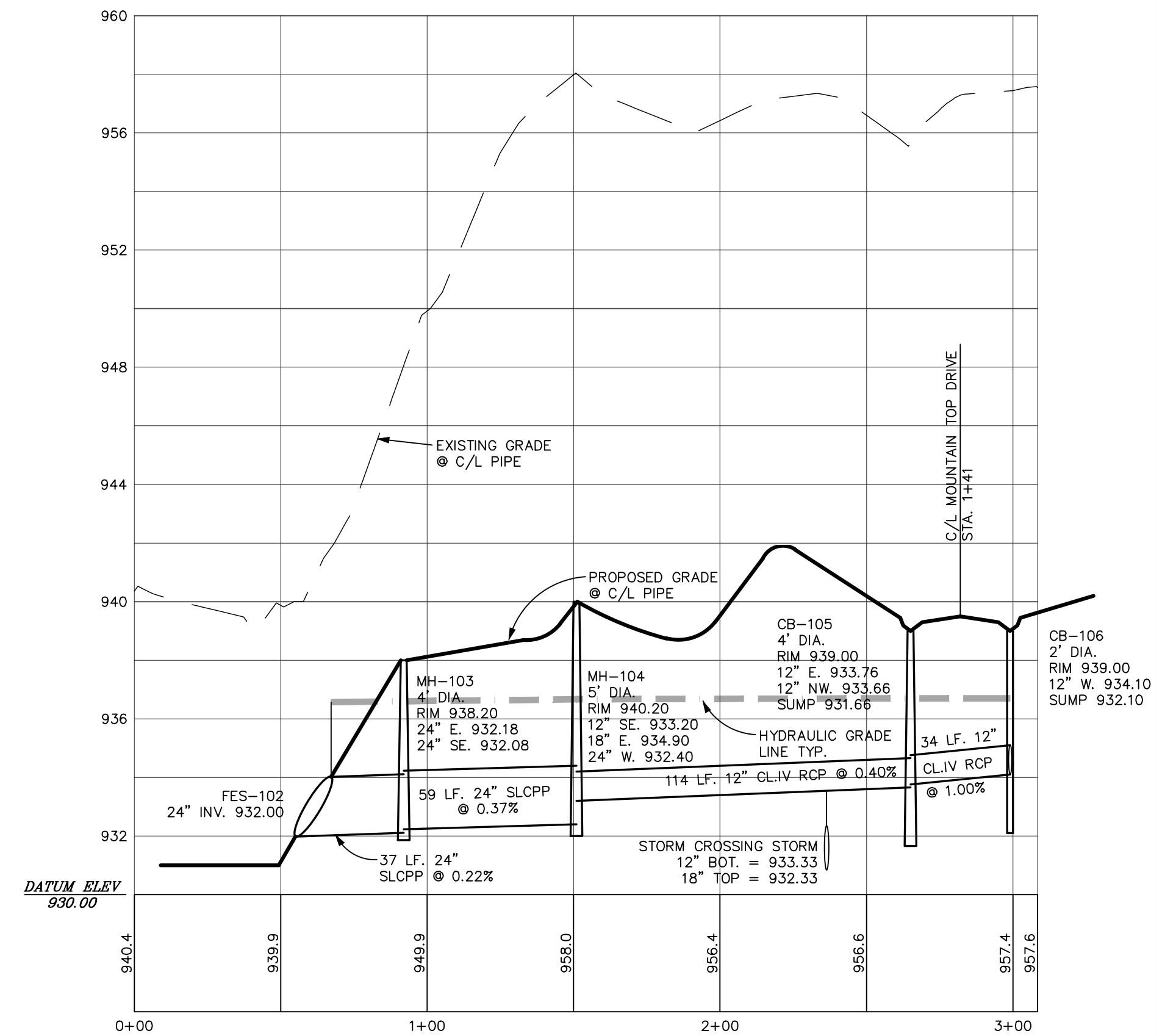
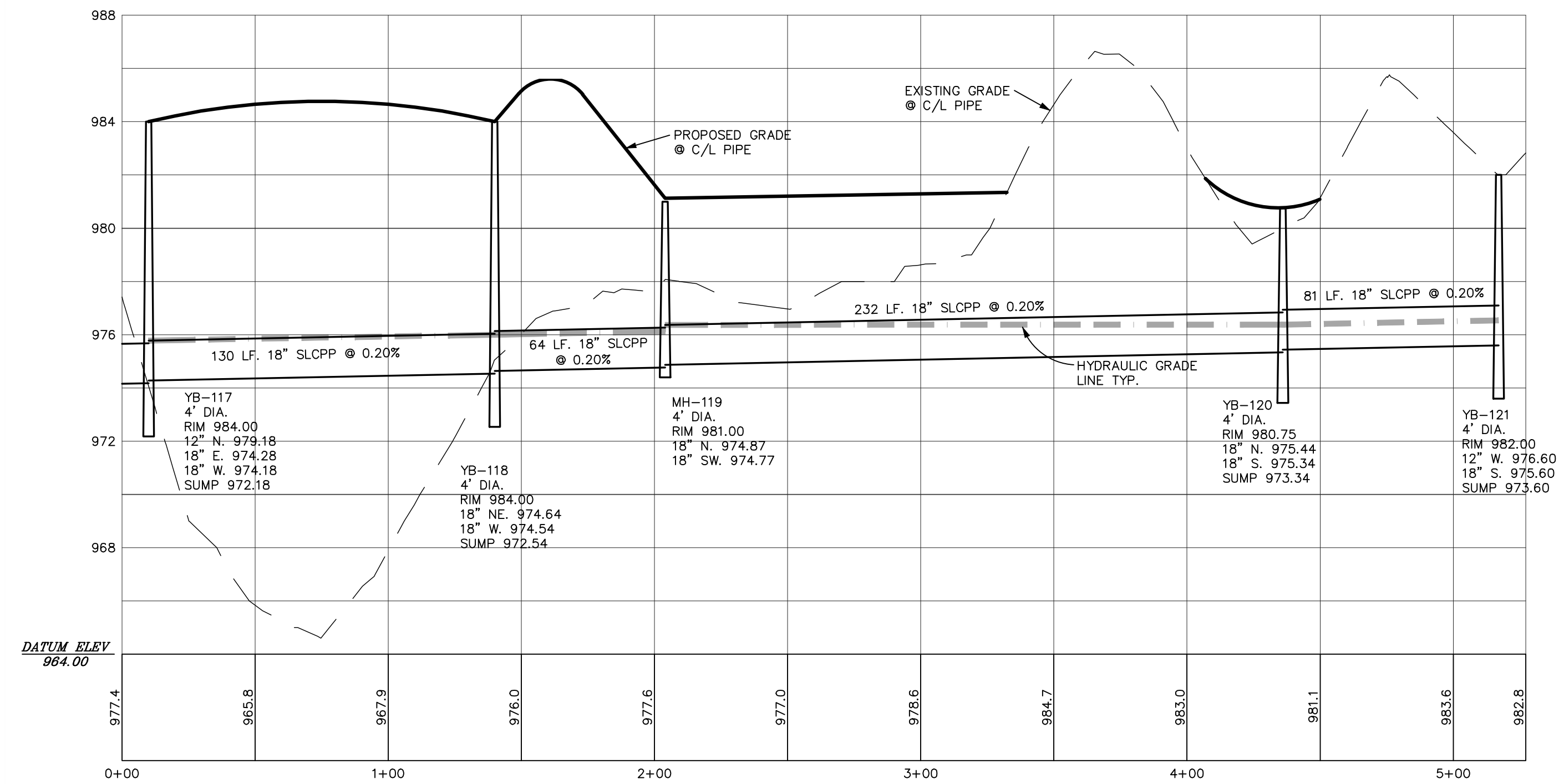
CLIENT:
MOUNTAIN TOP ESTATES, LLC
P.O. BOX 469
BRIGHTON, MICHIGAN 48116
810-229-2752

SCALE: 1in. = 40ft.
PROJECT No.: 183568
DWG NAME: 3568 RD
ISSUED: APRIL 5, 2019

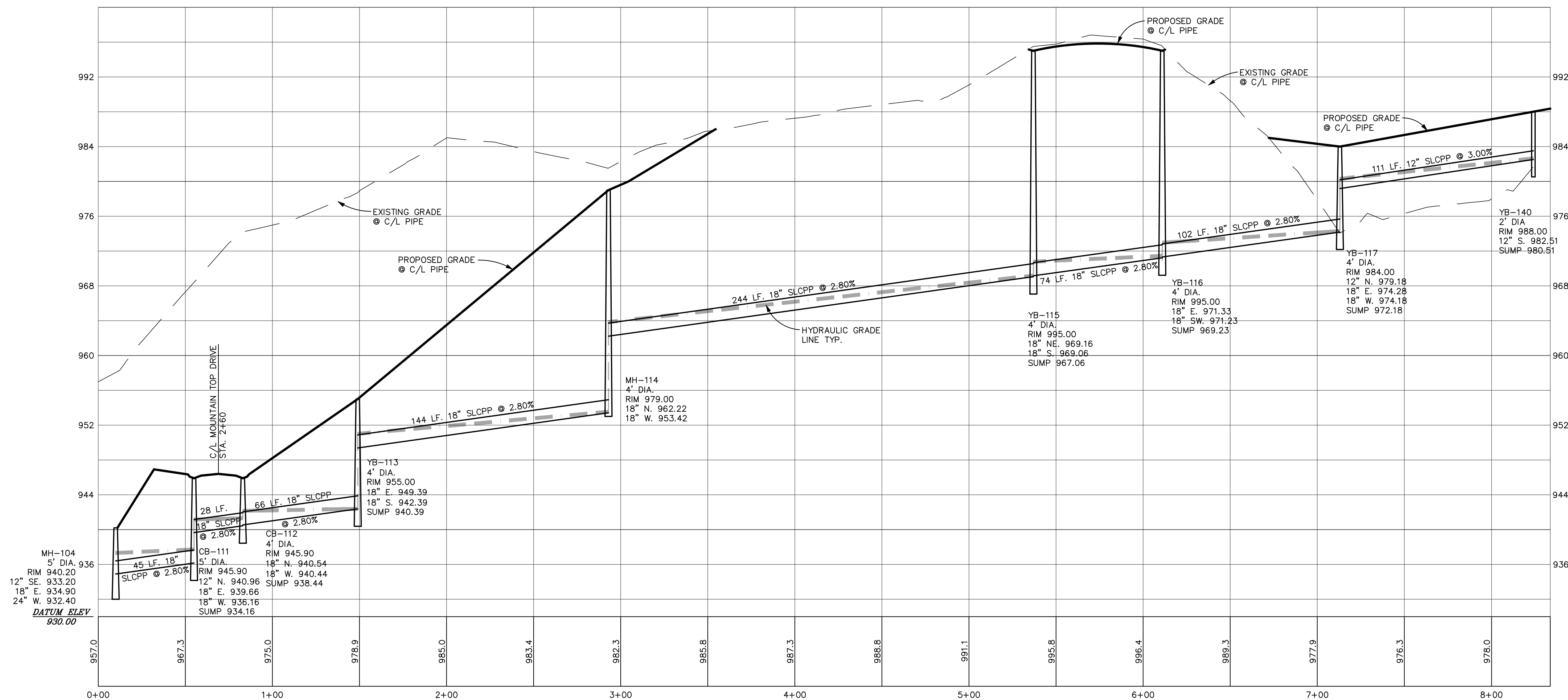
ST1



PROFILE: YB-113 TO YB-150
SCALE: HORIZ. 1in. = 40ft.
VERT. 1in. = 4ft.



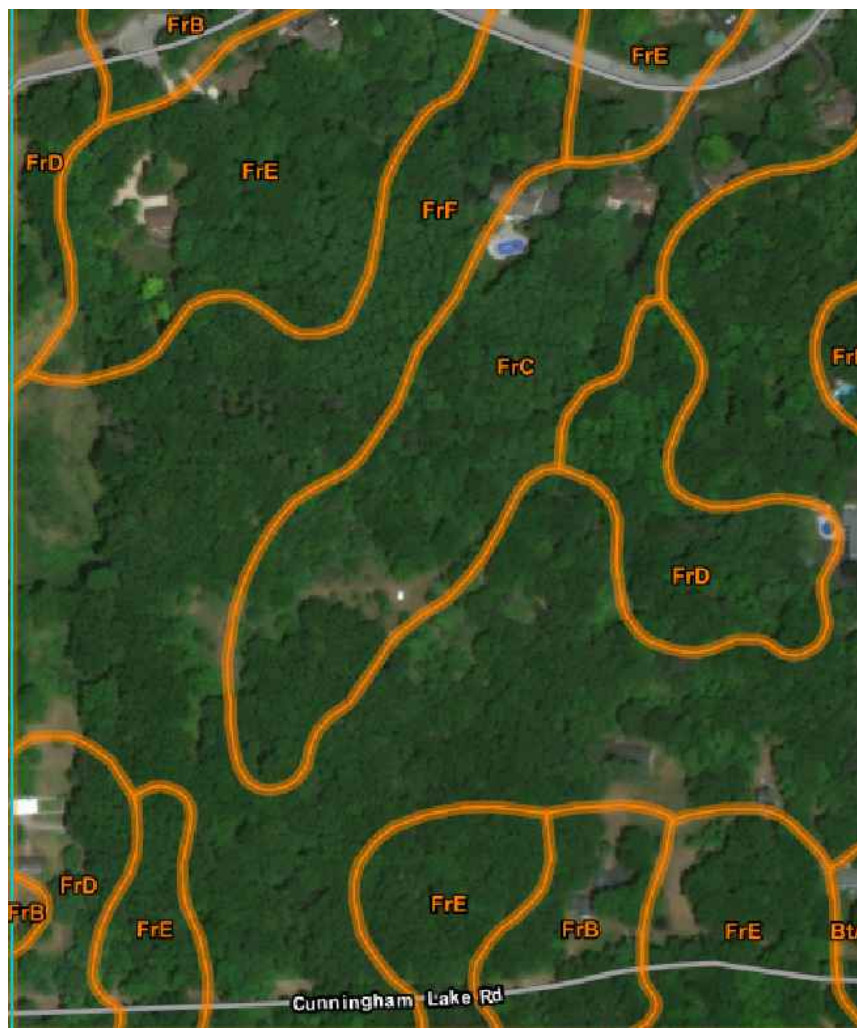
PROFILE: FES-102 TO CB-106
SCALE: HORIZ. 1in. = 40ft.
VERT. 1in. = 4ft.



PROFILE: MH-104 TO YB-140
SCALE: HORIZ. 1in. = 40ft.
VERT. 1in. = 8ft.



DESIGN: WMP DRAFT: JHG CHECK: WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION	MOUNTAIN TOP ESTATES SITE CONDOMINIUM	STORM SEWER PROFILES	CLIENT: MOUNTAIN TOP ESTATES, LLC P.O. BOX 469 BRIGHTON, MICHIGAN 48116 810-229-2752	SCALE: 1in. = 40ft.	ST2
										PROJECT No.: 183568	
										DWG NAME: 3568 RD	
										ISSUED: APRIL 5, 2019	



SOILS MAP

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in ACI	Percent of ACI
BA	Bayou-Clayton loamy sands, 0 to 2 percent slopes	0.4	0.7%
FIB	Fox-Bayer complex, 2 to 6 percent slopes	3.9	6.7%
FIG	Fox-Bayer complex, 6 to 12 percent slopes	9.1	15.6%
FID	Fox-Bayer complex, 12 to 18 percent slopes	6.5	11.1%
FIE	Fox-Bayer complex, 18 to 25 percent slopes	13.7	23.4%
FIH	Fox-Bayer complex, 25 to 40 percent slopes	24.8	42.4%
Totals for Area of Interest		58.8	100.0%

LEGAL DESCRIPTION

Reference Commitment for Title Insurance issued by
First American Title Insurance Company,
File No. 824406, Date of Policy: September 10, 2018

The Land referred to in this Policy is described as: situated in the County of Livingston,
Township of Genoa, State of Michigan;

A parcel of land located in the Southeast quarter of Section 34, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, said parcel more fully described as: Commencing at the Southeast corner of Section 34, Town 2 North, Range 5 East; thence South 87 degrees 27 minutes 50 seconds West (rec. as: South 87 degrees 34 minutes 57 seconds West), 620.79 feet on South line of said section to the POINT OF BEGINNING; thence continuing South 87 degrees 27 minutes 50 seconds West (rec. as: South 87 degrees 34 minutes 57 seconds West), 699.88 feet; thence North 02 degrees 41 minutes 06 seconds West, 1150.07 feet in part on the East line of "Copperleaf" (Liber 3924, page 7604) a site condominium; thence North 87 degrees 30 minutes 35 seconds East, 951.63 feet on the South line of "Mystic Lake Hills Subdivision", as recorded in Liber 18 of Plats, pages 28 through 32, Livingston County Records; thence South 02 degrees 33 minutes 20 seconds East, 681.00 feet (rec. as: South 02 degrees 31 minutes 12 seconds East); thence South 87 degrees 30 minutes 35 seconds West, 320.00 feet; thence South 02 degrees 33 minutes 20 seconds East, 221.54 feet; thence North 87 degrees 27 minutes 50 seconds East, 70.94 feet; thence South 02 degrees 32 minutes 10 seconds East, 247.02 feet to the Point of Beginning. Subject to the rights of the public over that portion thereof occupied by Cunningham Lake Road, subject to and together with all easements and restrictions affecting title to the above described premises.

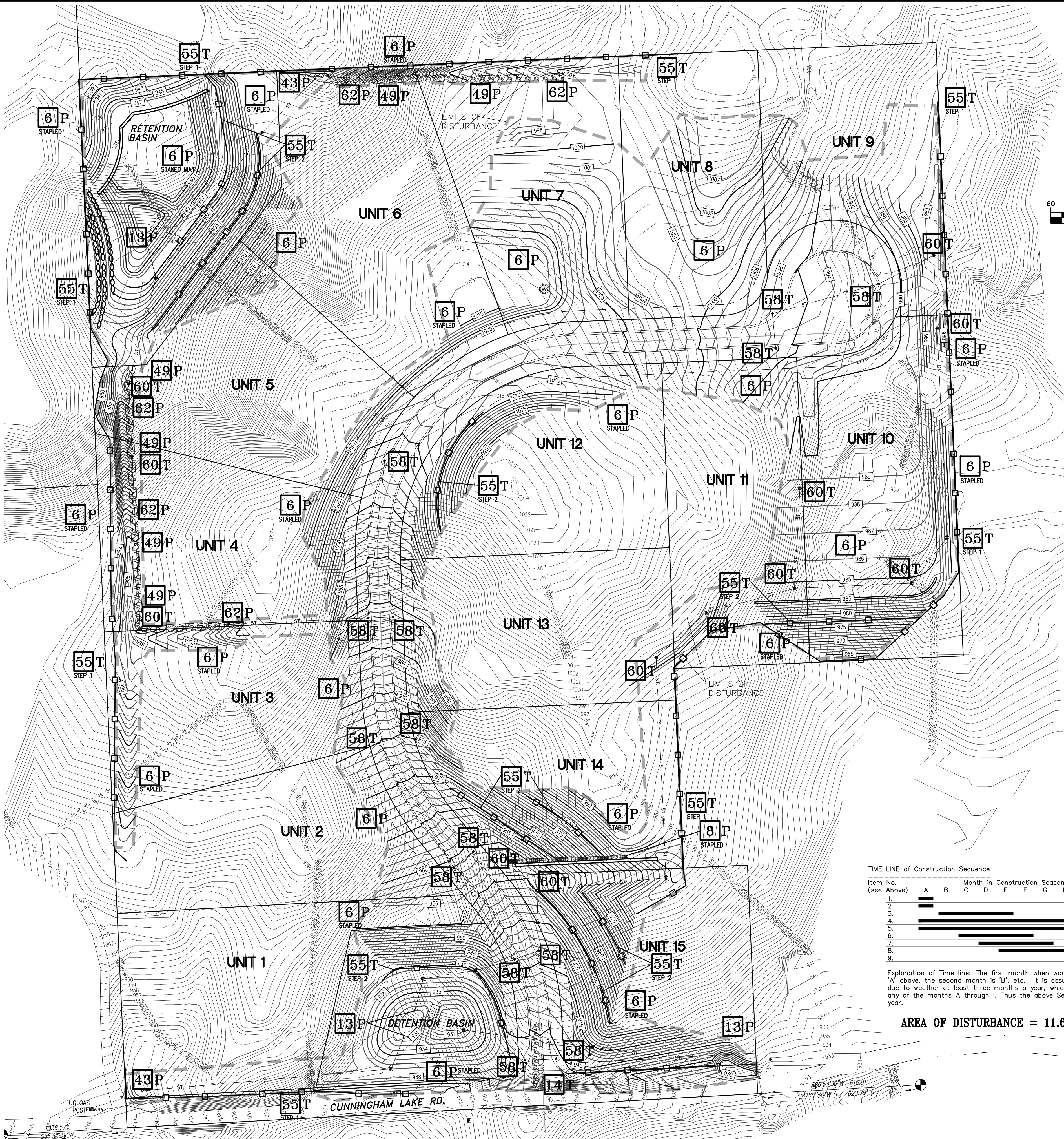
Tax ID No.: 11-34-400-008
Also known as: Vacant, Cunningham Lake Road, Brighton, MI 48116

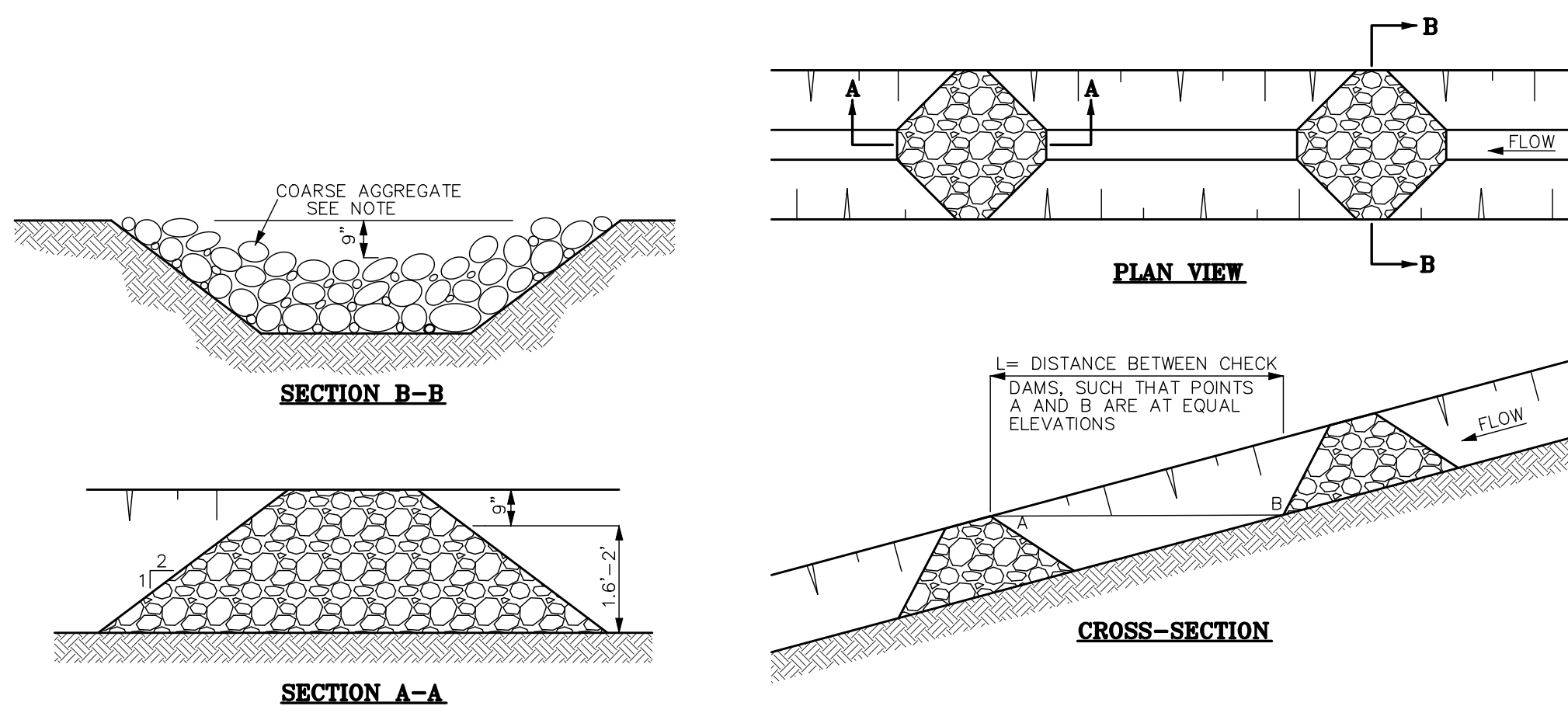
Also described as related to the Grid North of State Plane Coordinated System as defined in Michigan Coordinate System Act 9 of 1964, Section 5(c) as follows:

A parcel of land located in the Southeast quarter of Section 34, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, said parcel more fully described as: Commencing at the Southeast corner of Section 34, Town 2 North, Range 5 East; thence S86°33'39"W (SPCS) 620.82 feet (recorded as S87°27'50"W 620.79 feet) on South line of said section to the POINT OF BEGINNING; thence continuing S86°33'39"W (SPCS) 700.33 feet (recorded as S87°27'50"W 699.88 feet) along said South line of Section 34 and the nominal centerline of Cunningham Lake Road (33-foot wide 1/2 Right-of-Way); thence N02°38'32"E (SPCS) 1163.72 feet (recorded as N02°41'06"W 1150.07 feet) along (in-part) the East line of "Copperleaf", according to the Master Deed thereon, as recorded in Liber 3924, Page 7604, Livingston County Records, as amended, if any, and designated as Livingston County Condominium Subdivision Plan No. 274; thence N87°32'14"E (SPCS) 951.50 feet (recorded as N87°30'35"E 951.63 feet) along the South line of "Mystic Lake Hills Subdivision No. 2", according to the plot thereof, as recorded in Liber 18 of Plats, Pages 28 through 32, inclusive, Livingston County Records; thence S02°32'30"E (SPCS) 680.78 feet (recorded as S02°32'20"E 681.00 feet); thence S87°30'31"W (SPCS) 320.14 feet (recorded as S87°30'35"W 320.00 feet); thence S02°32'38"E (SPCS) 221.48 feet (recorded as S02°32'20"E 221.54 feet); thence N87°28'54"E (SPCS) (recorded as N87°27'50"E) 70.94 feet; thence S02°32'59"E (SPCS) 253.51 feet (recorded as S02°32'10"E 247.02 feet) to the Point of Beginning. Containing 22.21 acres of land, more or less. Subject to the rights of the public over that portion thereof occupied by Cunningham Lake Road, subject to and together with all easements and restrictions affecting title to the above described premises.

Said parcel description covers the same land as that which is described in the descriptions of record and the tax description.

NOTES:
-(SPCS) denotes line bearing value related to the Grid North of State Plane Coordinated System as defined in Michigan Coordinate System Act 9 of 1964, Section 5(c).
-(record as) denotes the bearing value as recorded.
-Refer to the current policy for title insurance for proof of ownership and all encumbrances affecting title to the described above parcel.





CHECK DAM STONE:
2" TO 4 1/3" SIZE FOR DITCH GRADE LESS THAN 2%.
3" TO 8 2/3" SIZE FOR DITCH GRADES 2% OR GREATER.

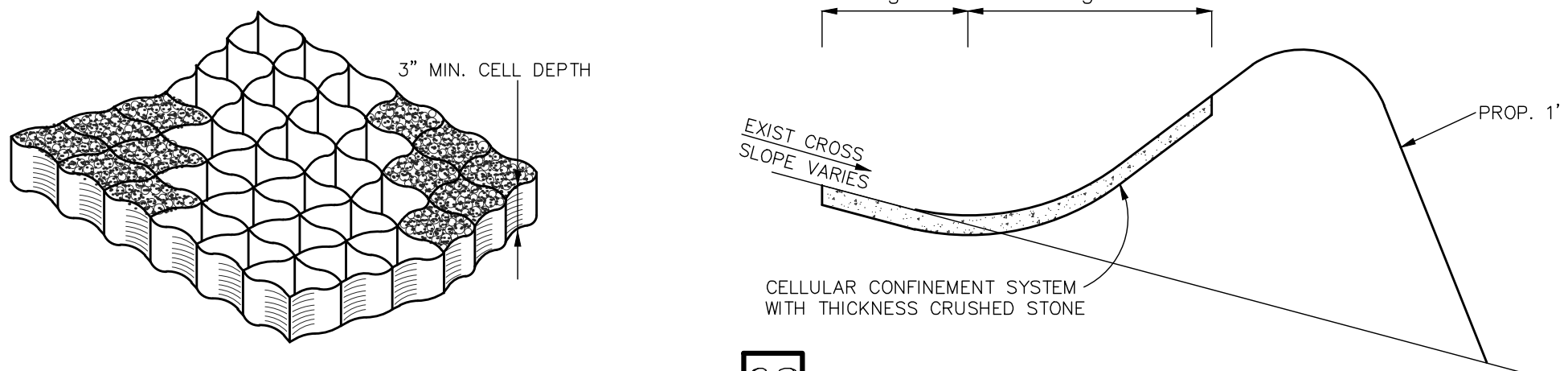
49 STONE CHECK DAM DETAIL

- NOTES:**
- APPROXIMATELY 90% OF STONE SIZE SHALL BE BETWEEN THE RANGES SPECIFIED; NO STONES GREATER THAN 8 2/3" SHALL BE ALLOWED.
 - CHECK DAMS SHALL BE REMOVED IN THEIR ENTIRETY WHEN THE DITCH IS ADEQUATELY STABILIZED. IF DIRECTED BY THE ENGINEER, CHECK DAMS MAY BE SPREAD OUT ON THE DITCH BOTTOM PROVIDING THAT THE DITCH BOTTOM ELEVATION IS NOT INCREASED BY MORE THAN 150MM.

GEORIDGE HDPE MESH BERM
INSTALLED PER MANUFACTURERS
RECOMMENDATIONS. 800 621-7007

43 TEMPORARY CULVERT SEDIMENT TRAP

NOT TO SCALE

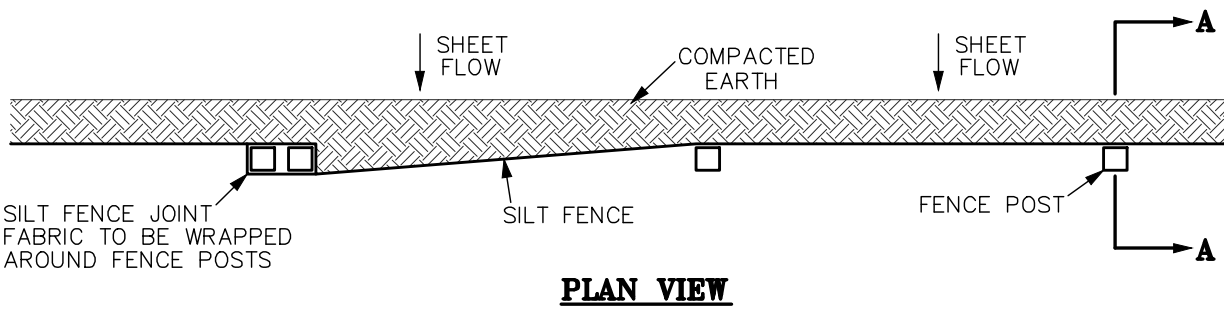


CELLULAR CONFINEMENT SYSTEM

NOT TO SCALE

CONFINED STONE PATH NOTES:

- CONTRACTOR SHALL INSTALL CELLULAR CONFINEMENT SYSTEM PER MANUFACTURER'S RECOMMENDATIONS (ENVIROGRID CS1-1-800-621-7007, GEOWEB BY PRESTO 1-800-548-3424, OR EQUAL) "J" HOOKS OR EQUAL SHALL BE USED FOR ANCHORING.
- CELLS SHALL BE FILLED WITH CRUSHED STONE ACCEPTABLE TO ENGINEER, SUCH AS MDOT 21AA NATURAL.

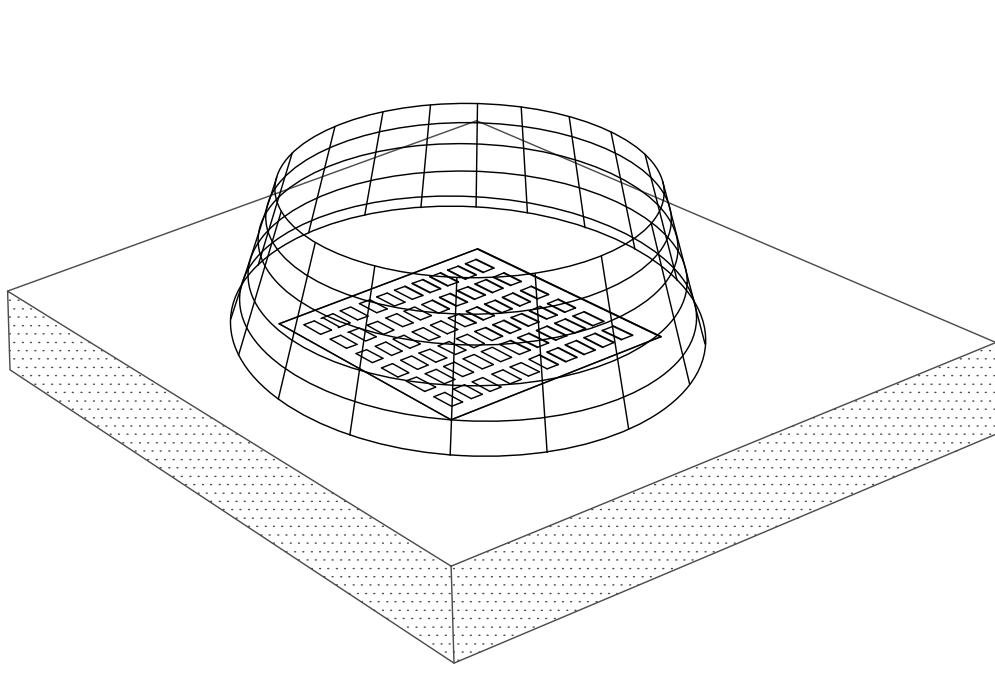


SECTION A-A

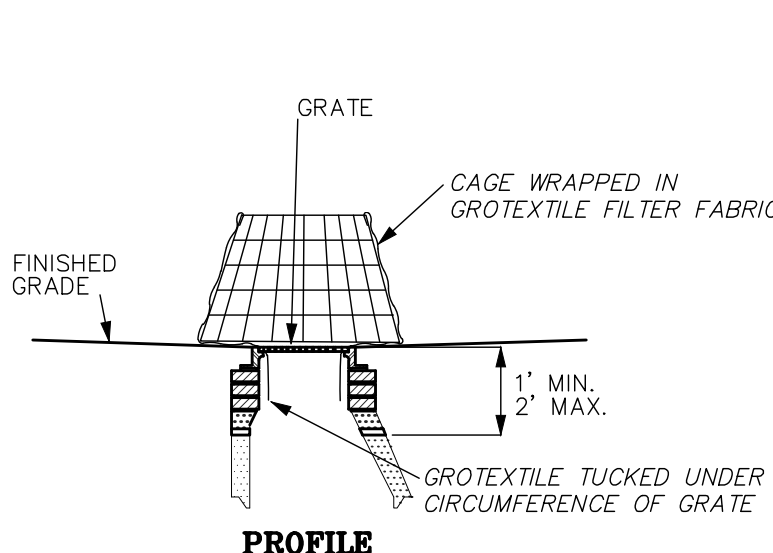
- NOTES:**
- REPAIR AND REPLACE SILT FENCE AS NEEDED, INCIDENTAL.
 - FIELD LOCATE SILT FENCE TO FOLLOW CONSTANT CONTOUR ELEVATIONS.
 - OVERLAP FENCES AT JOINTS.
 - INSTALL FILTER BERM AT LOW POINTS WHERE INDICATED ON PLANS.

55 SILT FENCE

NOT TO SCALE



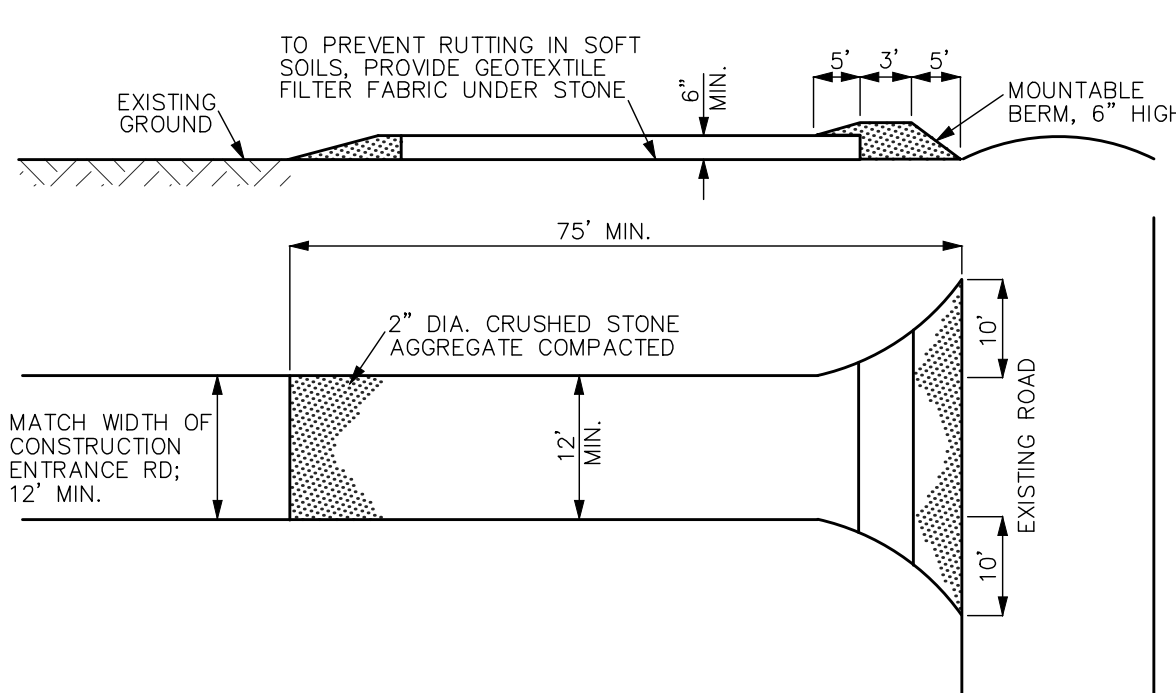
54" CAGE
FITS SQUARE GRATES FROM 24" X 24" T THROUGH 36" X 36"
FITS ROUND GRATES FROM 24" DIA. THROUGH 40" DIA.
FITS RECTANGULAR GRATES WITH A DIAGONAL BETWEEN 28" AND 41" ($a^2 + b^2 = c^2$)



- INLET PROTECTION SHALL BE INSTALLED AT THE TIME OF THE STRUCTURE IS SET.
- TO INSTALL: TUCK FABRIC UNDER GRATE.
- REMOVE SEDIMENT IF IT ACCUMULATES TO ONE HALF THE HEIGHT OF THE CAGE.
- THE AREA AROUND THE CAGE SH OULD BE AS FLAT AS POSSIBLE TO INCREASE EFFECTIVENESS AND REDUCE MAINTENANCE REQUIREMENTS.
- AS WITH ALL INLET PROTECTION DEVICES, CHECK TO SEE HOW DEEP THE WATER COULD RISE IF THE INLET WERE BLOCED ENTIRELY.
- DO NOT INSTALL IN LOCATIONS THAT COULD CAUSE PROPERTY DAMAGE OR POSE A SAFETY HAZARD TO TRAFFIC.

60 YARD INLET FILTER CAGE

NOT TO SCALE

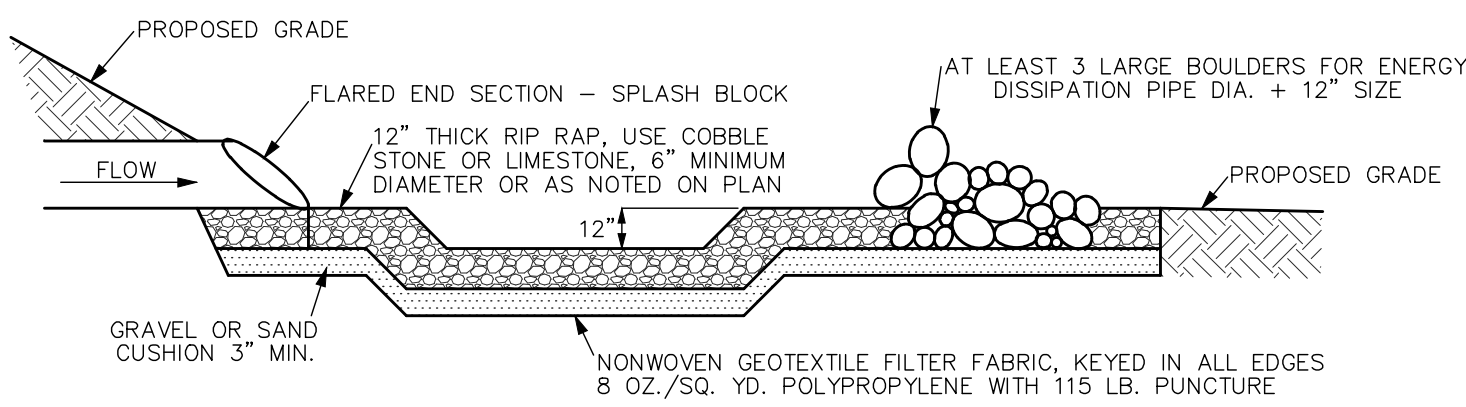


14 MUD TRACKING CONTROL DEVICE

NOT TO SCALE

NOTE:
WHEN ACCEPTABLE TO ENGINEER, CONTRACTOR MAY INSTALL STONE BELOW THE SUBGRADE ELEVATION; THUS STONE MAY BE LEFT IN PLACE BELOW PAVEMENT.

WITH SEDIMENT TRAP



13 RIP RAP CROSS SECTION

NOT TO SCALE

- NOTES:**
- GROUT RIP RAP WITH A 6" THICK CEMENT SLURRY FOR SLOPES STEEPER THAN 20%: 5 ON 1.
 - PROVIDE ANIMAL GUARDS ON ALL STORM SEWER 15" DIA. OR GREATER, INCIDENTAL TO FEW PIPE.

MIN. RIP RAP DIMENSIONS

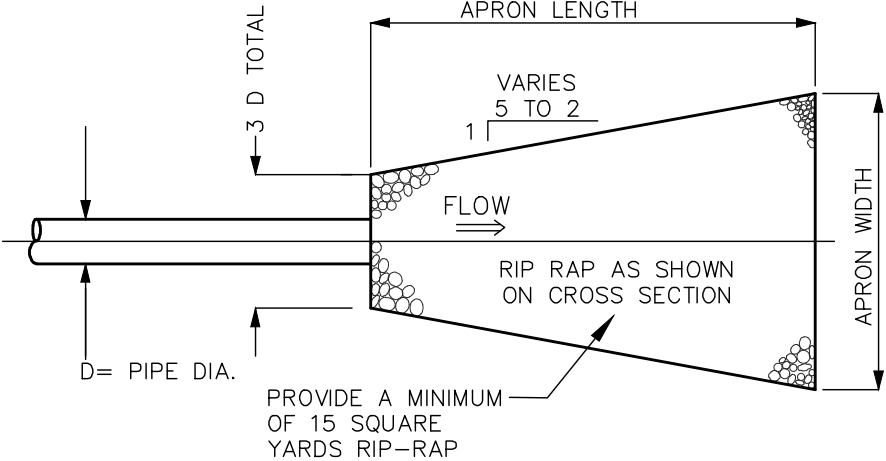
PIPE DIAMETER (inch)	APRON LENGTH (feet)	(1) APRON WIDTH (feet)	(2) ALTERNATE APRON WIDTH (feet)
12	15	15	16
15	15	15	20
18	18	15	24
21	21	15	28
24	24	16	32
30	30	20	40
36	36	24	48
42	42	28	56

UNLESS SHOWN OTHERWISE ON PLANS. May be varied to match natural features; ie when meeting ex. ditch, apron width to match channel bottom extending up sides to a depth of 1/2 pipe dia.

- APRON WIDTH FOR USE IN DITCHES AND SWALES
- APRON WIDTH FOR USE IN FLAT AREAS WHERE SHEET FLOW DESIRED

13 RIP RAP PLAN

NOT TO SCALE



SOIL EROSION CONTROL AND CONSTRUCTION SEQUENCE:

- Obtain all necessary Soil Erosion and Sedimentation Control related permits from the appropriate Local, County and/or State Agencies. Refer to the General Notes on the project plans for additional requirements.
- Prior to commencement of any earth disruption install Silt Fence and Mud Tracking Control Device(s) in accordance with the Soil Erosion and Sedimentation Control Plan.
- Construct Retention/Detention and Sedimentation Basins, including associated spillways, in accordance with the project plans. Finish grade and establish vegetative growth in Retention/Detention and Sedimentation Basins prior to massive earth disruption. Install temporary Soil Erosion Control Measures as necessary to stabilize Retention/Detention and Sedimentation Basins.
- Strip and stockpile topsoil. Perform mass grading and land balancing. Install appropriate Soil Erosion Control Measures in accordance with the Soil Erosion and Sedimentation Control Plan.
- Install proposed underground utilities. (i.e.: storm and sanitary sewer, water main, etc.) Install appropriate Soil Erosion Control Measures in accordance with the Soil Erosion and Sedimentation Control Plan.
- Construct building(s) if required on the project plans. Install appropriate Soil Erosion Control Measures in accordance with the Soil Erosion and Sedimentation Control Plan.
- Construct roadways and/or parking areas. Install appropriate Soil Erosion Control Measures in accordance with the Soil Erosion and Sedimentation Control Plan.
- Strip and stockpile topsoil. Perform mass grading and land balancing. Install appropriate Soil Erosion Control Measures in accordance with the Soil Erosion and Sedimentation Control Plan.
- Following establishment of sufficient vegetative ground cover and receipt of approval from the Permitting Agency, remove all temporary Soil Erosion Control Measures, clean all storm sewer structures and repair all permanent Soil Erosion Control Measures.

SOIL EROSION AND SEDIMENTATION CONTROL NOTES:

- The Soil Erosion and Sedimentation Control Specifications of the appropriate Local, County and/or State Agencies are a part of this work. Refer to the General Notes on the Project Plans for additional requirements.
- The Soil Erosion and Sedimentation Control (SESC) Permit Holder shall be responsible for compliance with the SESC Permit requirements for the duration of the project and until receipt of final approval from the Permitting Agency. For any site with an earth disturbance area of 1 acre or greater, the SESC Permit Holder shall retain a Certified Storm Water Operator in accordance with the SESC Permit requirements. The Certified Storm Water Operator shall perform routine inspections of the site and the SESC measures and file inspection reports in accordance with the SESC permit requirements. For any site with an earth disturbance area of 5 acres or greater, the SESC Permit Holder shall file a National Pollutant Discharge Elimination System (NPDES) Notice of Coverage Form with the State DEQ prior to any earth disruption.
- The Contractor shall install the appropriate Soil Erosion Control measures in accordance with the Project Plans prior to massive earth disruption, including but not limited to; silt fence, mud tracking control mats and sediment filters on existing storm sewer structures. Demolition work may be necessary prior to installation of some soil erosion control measures. In such cases, postpone installation of affected soil erosion control measures until immediately following demolition work. Refer to the Project Plans and the Soil Erosion Control and Construction Sequence for additional requirements.
- The Contractor shall schedule work so as to minimize the period of time that an area is exposed and disturbed. The Contractor shall observe the grading limits and limits of disturbance in accordance with the Project Plans. The Contractor shall maintain an undisturbed vegetative buffer around the work when shown on the Project Plans.
- The Contractor shall install and maintain Soil Erosion Control Measures in accordance with the Project Plans during the appropriate phases of construction. The Project Plans show the minimum requirements for Soil Erosion Control Measures. The Contractor shall install additional Soil Erosion Control Measures as necessary due to site conditions and as directed by the Permitting Agency and/or Engineer. The Contractor shall perform routine inspection and maintenance of all Soil Erosion Control Measures to ensure compliance with the permit requirements and proper operation of the Soil Erosion Control Measures.
- The Contractor shall strip and stockpile topsoil from all areas of proposed disturbance. Topsoil stockpiles shall be located in accordance with the Project Plans. Topsoil stockpiles shall be stabilized with vegetative growth (or matted with straw during the non-growing season) to prevent wind and water erosion. A temporary diversion berm and/or silt fence shall encompass all earthen material stockpiles, including but not limited to topsoil, sand and gravel.
- The Contractor shall install Soil Erosion Control Measures associated with the proposed storm sewer system during storm sewer construction. Inlet structure filters shall be installed immediately following completion of each storm inlet structure. Riprap shall be installed immediately following the installation of each flared end section with the following exception: Storm drain outlets that do NOT empty into a Retention, Detention or Sedimentation Basin shall have a temporary 5' wide x 10' long x 3' deep sump installed at the termination of the storm sewer. Upon completion of the stabilization work, the sump area shall be filled and riprap shall be installed in accordance with the Project Plans.
- The Contractor shall install filter stone around the storm basin control structure(s) in accordance with the Project Plans immediately following installation of the control structure(s). The filter stone shall be monitored for sediment build up. The filter stone may need to be cleaned and/or replaced as site conditions require and as directed by the Permitting Agency and/or the Engineer.
- All disturbed areas outside of paved areas shall be restored within 15 days of finish grading. Proposed vegetative areas shall be restored with a minimum of 3-inches of topsoil, then seeded and mulched, unless noted otherwise on the Project Plans. During the non-growing season, temporary stabilization shall be provided using straw matting or as directed by the Permitting Agency and/or the Engineer.

Seeding, Fertilizer and Mulch Bare Ground Ratio:

This information is provided as minimum guidance for acceptable application rates. Actual amounts depending on soil conditions and site topography shall be detailed on the construction plans.

Top Soil 3 inches in depth.

Grass Seed 210 lbs. per acre.

Fertilizer 150 lbs. per acre.

Straw Mulch 3" in depth 1.5 to 2 tons per acre

(All mulch must have a tie down, such as tackifier, net binding, etc.)

Hydro-Seeding: Hydro-seeding is not acceptable for slopes exceeding 1%, in such cases; stabilization shall be done with seed and straw mulch with a tackifier.

- Following complete site restoration and stabilization; sediment shall be removed from all storm sewer structures, paved areas and storm basins. The SESC Permit Holder shall contact the Permitting Agency to request closure of the SESC Permit. For any site with an earth disturbance area of 5 acres or greater, the SESC Permit Holder shall file a NPDES Notice of Termination Form with the State DEQ.

MAINTENANCE NOTES FOR SOIL EROSION CONTROL MEASURES:

The Construction Site and all Soil Erosion Control Measures shall be inspected periodically in accordance with the appropriate local municipality/authority and the MDEQ NPDES rules and regulations. At a MINIMUM, inspections shall be performed once a week and within 24 hours following a storm event resulting in 1" of rainfall or greater. Inspections shall be performed throughout the duration of the construction process and until the site is completely stabilized. Following construction, the owner (or its assignee) shall periodically inspect all permanent soil erosion control measures to ensure proper operation.

BASIN PERFORATED STANDPIPES / CONTROL STRUCTURES: Standpipes shall be inspected for soil accumulation, soil caking and mechanical failure/damage. The filter stone around the standpipe shall be removed and replaced each time it becomes clogged with sediment. All mechanical failure/damage shall be repaired immediately.

CATCH BASINS: Catch basins shall be inspected for accumulation of solids and sediment. Solids and sediment shall be removed from the catch basins by vacuum or adductor cleaning. Cleaning should be performed before the catch basin sumps are half full.

MUD TRACKING CONTROL DEVICE / CONSTRUCTION ACCESS: Mud tracking control devices shall be inspected for significant mud accumulation and to ensure the access is not eroding into public rights of way or drainage features. Add additional layers of stone or remove and replace stone each time the stone becomes covered with mud. All sediment dropped or eroded onto public rights of way shall be removed immediately. Sweeping of the public rights of way and/or paved access route shall be performed as necessary to maintain the access route free of sediment and debris.

DETENTION BASIN (DRY BOTTOM): Dry bottom detention basins shall be inspected to ensure erosion is not occurring along the inlet locations, banks and/or bottom of the basin and for sediment accumulation. Regular maintenance of the basin includes routine mowing of the buffer/filter strip, side slopes and basin floor and removal of litter and debris accumulation. Address vegetation and/or erosion concerns as soon as weather permits. Remove sediment from basin every 5 to 10 years or sooner if sediment accumulation adversely affects the operation of the basin. Sediment that is removed shall be disposed of offsite or at an upland area and stabilized so that it does not re-enter the drainage course.

DETENTION BASIN (WET BOTTOM): Wet bottom detention basins shall be inspected to ensure erosion is not occurring along the inlet locations, banks and/or bottom of the basin and for sediment and/or algae accumulation. Regular maintenance of the basin includes routine mowing of the buffer/filter strip and side slopes and removal of litter and debris accumulation. Address vegetation and/or erosion concerns as soon as weather permits. Remove sediment from basin every 5 to 10 years or sooner if sediment accumulation adversely affects the operation of the basin. Sediment that is removed shall be disposed of offsite or at an upland area and stabilized so that it does not re-enter the drainage course. Excessive algae shall be removed as necessary to prevent odors and to maintain nutrient removal capacity.

RETENTION BASIN: Retention basins shall be inspected to ensure erosion is not occurring along the inlet locations, banks and/or bottom of the basin and for sediment accumulation. Regular maintenance of the basin includes routine mowing of the buffer/filter strip, side slopes and basin floor and removal of litter and debris accumulation. Address vegetation and/or erosion concerns as soon as weather permits. Sediment accumulation shall be removed at least once a year. Sediment shall be removed only when the surface is dry and "mud-cracked". Light equipment must be used to avoid compacting of soils. After removal of sediment, the infiltration area shall be deep tilled to restore infiltration rates. More frequent tilling may be necessary in areas where soils are only marginally permeable. Sediment that is removed shall be disposed of offsite or at an upland area and stabilized so that it does not re-enter the drainage course.

RIPRAP: Inspect riprap immediately following the first rainfall event following installation of the riprap. Continue to perform inspections of the riprap at each periodic site inspection. Riprap shall be inspected to ensure erosion is not occurring within and/or around the riprap. The discharge point shall be inspected to ensure that concentrated flows are not causing erosion downstream. Displaced riprap shall be removed from downstream locations and the riprap beds shall be repaired or replaced. Significant sediment buildup shall be removed from riprap beds. Repair or replace failing or displaced riprap immediately. Address vegetation and/or erosion concerns as soon as weather permits.

SEDIMENTATION BASINS: Sedimentation basins shall be inspected to ensure erosion is not occurring along the inlet locations, banks and/or bottom of the basin and for piping, seepage, sediment accumulation and/or other mechanical damage. Regular maintenance of the basin includes routine mowing of the buffer/filter strip, side slopes and basin floor and removal of litter and debris accumulation. Address vegetation and/or erosion concerns as soon as weather permits. Sediment shall be removed before it accumulates to 50% of the design depth of the basin. Sediment that is removed shall be disposed of offsite or at an upland area and stabilized so that it does not re-enter the drainage course.

SEEDING: Newly seeded areas shall be inspected until substantial vegetative growth is obtained. Seeded areas shall be inspected to ensure erosion is not occurring in the seeded area and vegetative growth is promoted. Eroded areas shall be finish graded as necessary to remove erosion channels or gulleys and new seed placed as soon as weather permits.

SILT FENCE: Silt fencing shall be inspected for soil accumulation/clogging, undercutting, overtopping and sagging. Soil accumulation shall be removed from the face of the silt fence each time it reaches half the height of the fence. Removed sediment shall be disposed of in a stable upland site or added to a spoils stockpile. When undercutting occurs, grade out areas of concentrated flow upstream of the silt fence to remove channels and/or gulleys and repair or replace silt fence ensuring proper trenching techniques are utilized. Silt fencing, which sags, falls over or is not staked in shall be repaired or replaced immediately. Silt fencing fabric, which decomposes or becomes ineffective, shall be removed and replaced with new fabric immediately. Silt fencing shall be removed once vegetation is well established and the up-slope area is fully stabilized.

SOD: Newly sodded areas shall be inspected to ensure sod is maturing. Sod shall be inspected for failure, erosion or damage. Slipping or eroding sod on steep slopes shall be immediately repaired or replaced and replaced. Damaged or failed sod shall be immediately replaced.

SPILLWAYS: Spillways shall be inspected to ensure that erosion is not occurring within and/or around the spillway. The discharge point shall be inspected to ensure that concentrated flows are not causing erosion downstream. Inspect the spillway for cracked concrete, uneven and/or excessive settling and proper function. Repair or replace failing spillways immediately. Address vegetation and/or erosion concerns as soon as weather permits.

STOCKPILES: Temporary and permanent topsoil and spoils stockpiles shall be seeded to promote vegetative growth. Stockpiles shall be inspected to ensure excessive erosion has not occurred. When runoff or wind erosion is evident, reduce the side slopes of the stockpile or stabilize the stockpile with pieces of staked sod laid perpendicular to the slope. When silt fencing is used around a stockpile, the fencing shall be inspected to ensure piping has not occurred under the fencing and to ensure the fencing has not collapsed due to soil slippage or access by construction equipment. Repair or replace damaged fencing immediately. Berms at the base of stockpiles, which become damaged, shall be replaced.

STORM STRUCTURE INLET FILTER: Inlet filters shall be inspected for sediment accumulation, clogging and damage. When stone is used in conjunction with inlet filter fabric, replace the stone each time it becomes clogged with sediment. Clean or replace the inlet filter fabric each time it becomes clogged with sediment. Reinstall or replace fallen filter fabrics immediately. Replace damaged filter fabrics immediately.

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BRIGHTON, MICHIGAN 48114

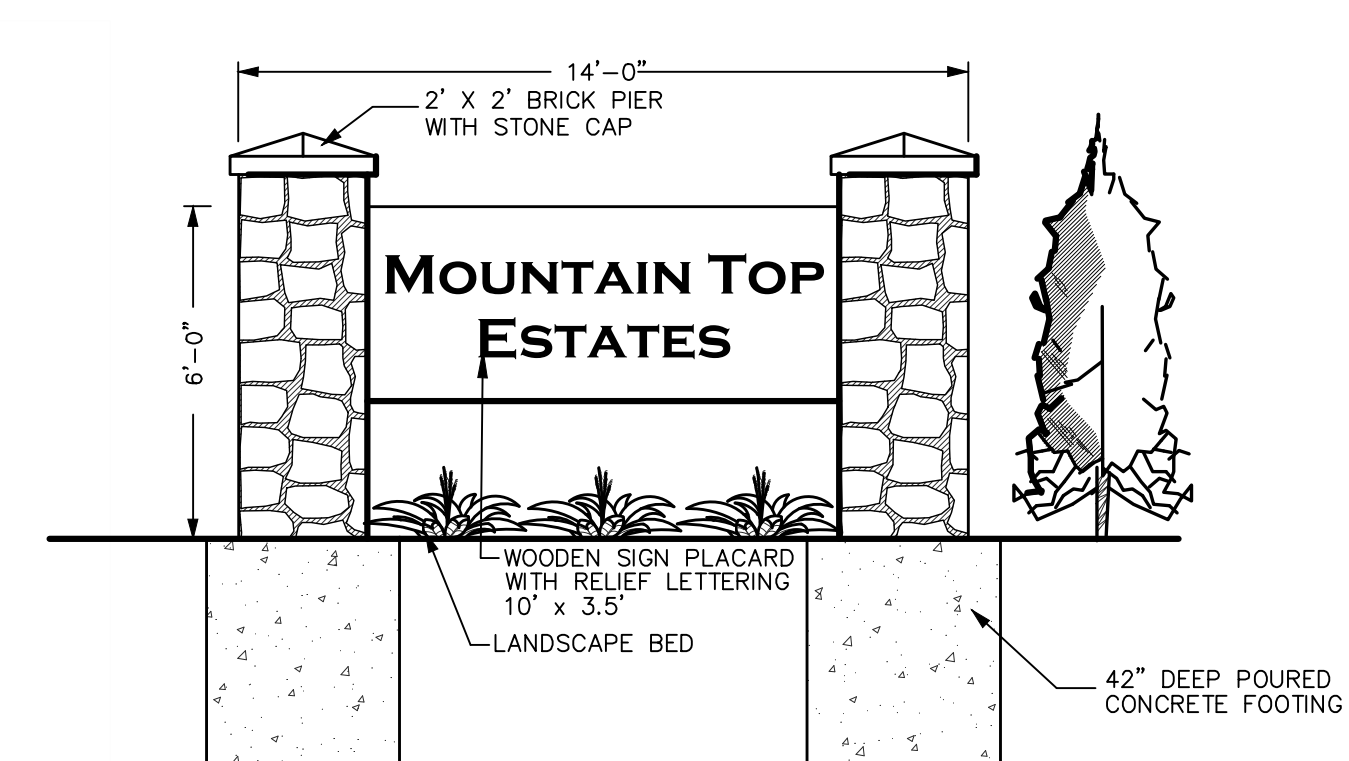
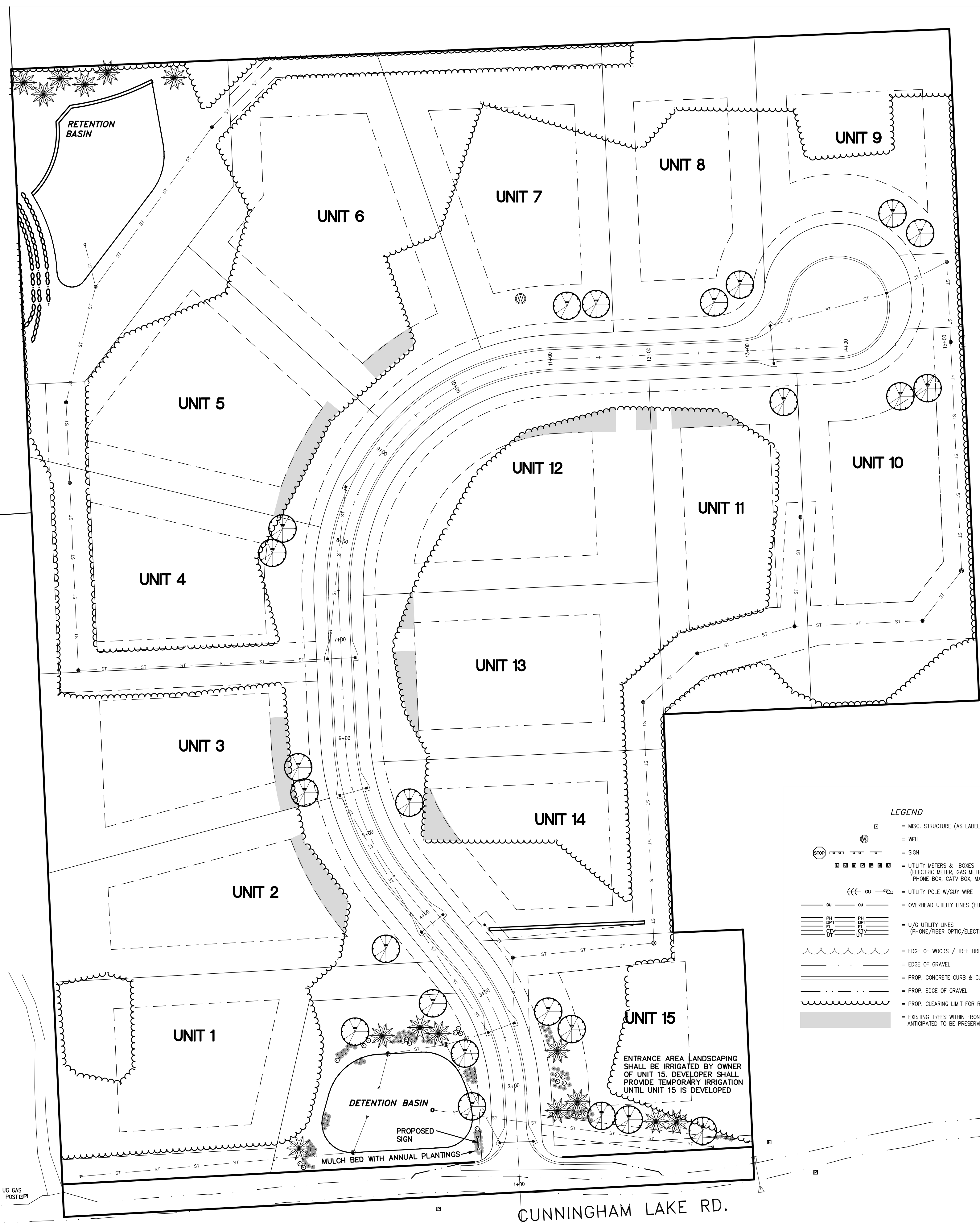
DESIGN:WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG						
CHECK: WMP						

MOUNTAIN TOP ESTATES SITE CONDOMINIUM

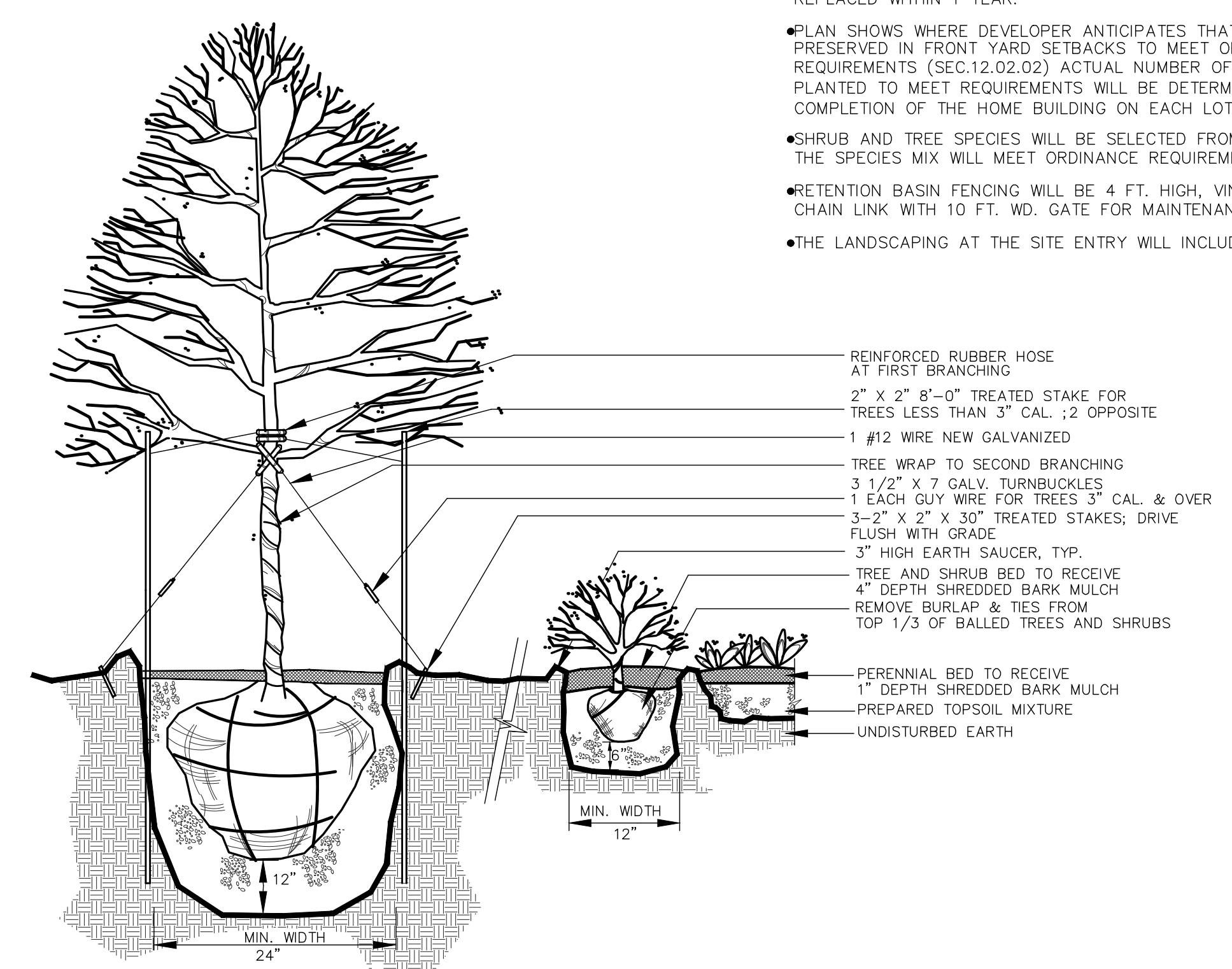
SOIL EROSION NOTES & DETAILS

CLIENT:	SCALE: 1in. = 60ft.
MOUNTAIN TOP ESTATES, LLC	PROJECT No.: 183568
P.O. BOX 469	DWG NAME: 3568 GR
BRIGHTON, MICHIGAN 48116	ISSUED: APRIL 5, 2019
810-229-2752	

SE2



ENTRANCE SIGN DETAIL
SCALE: NONE



TYPICAL TREE/SHRUB/PERENNIAL PLANTING
NOT TO SCALE

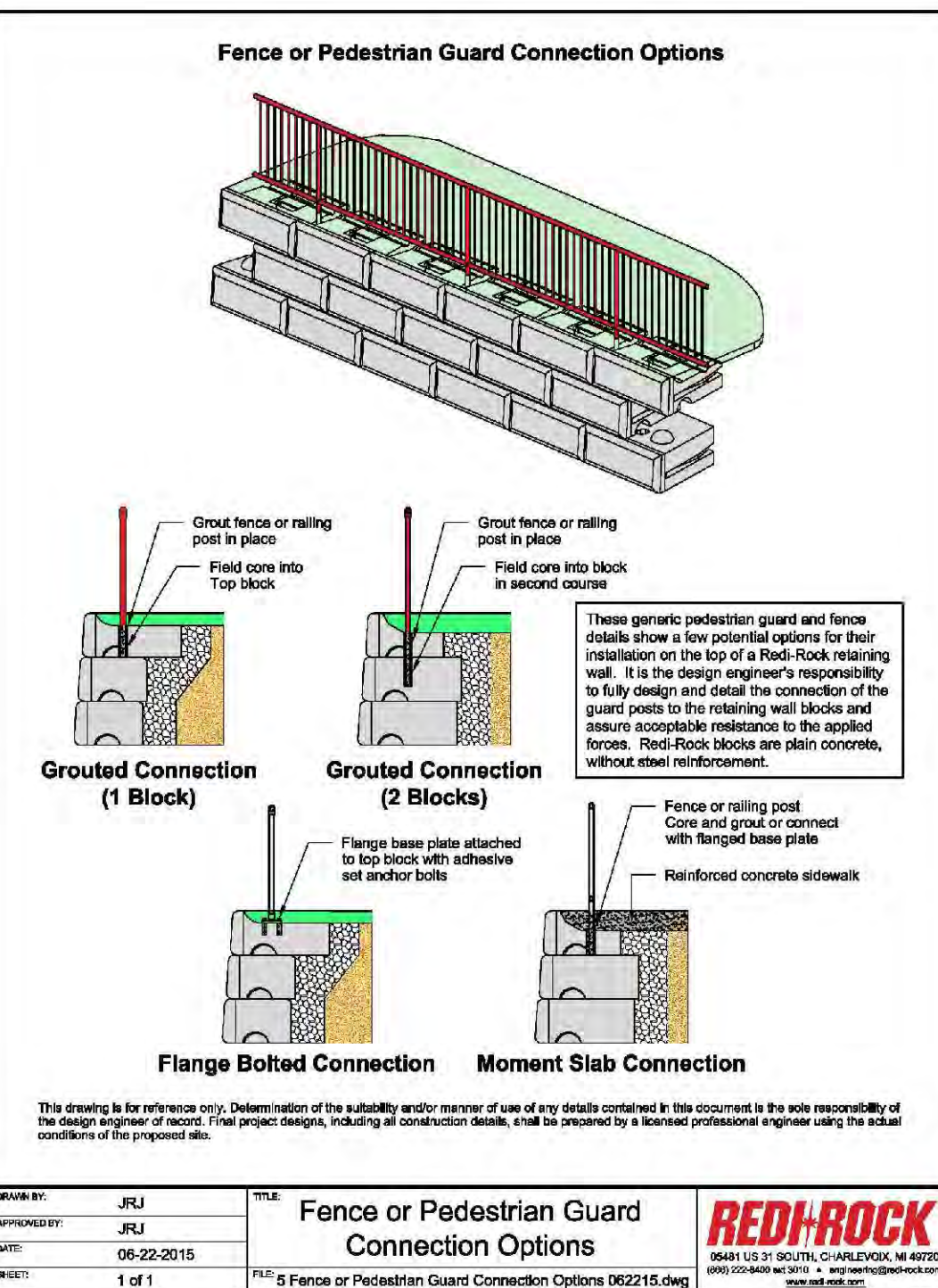
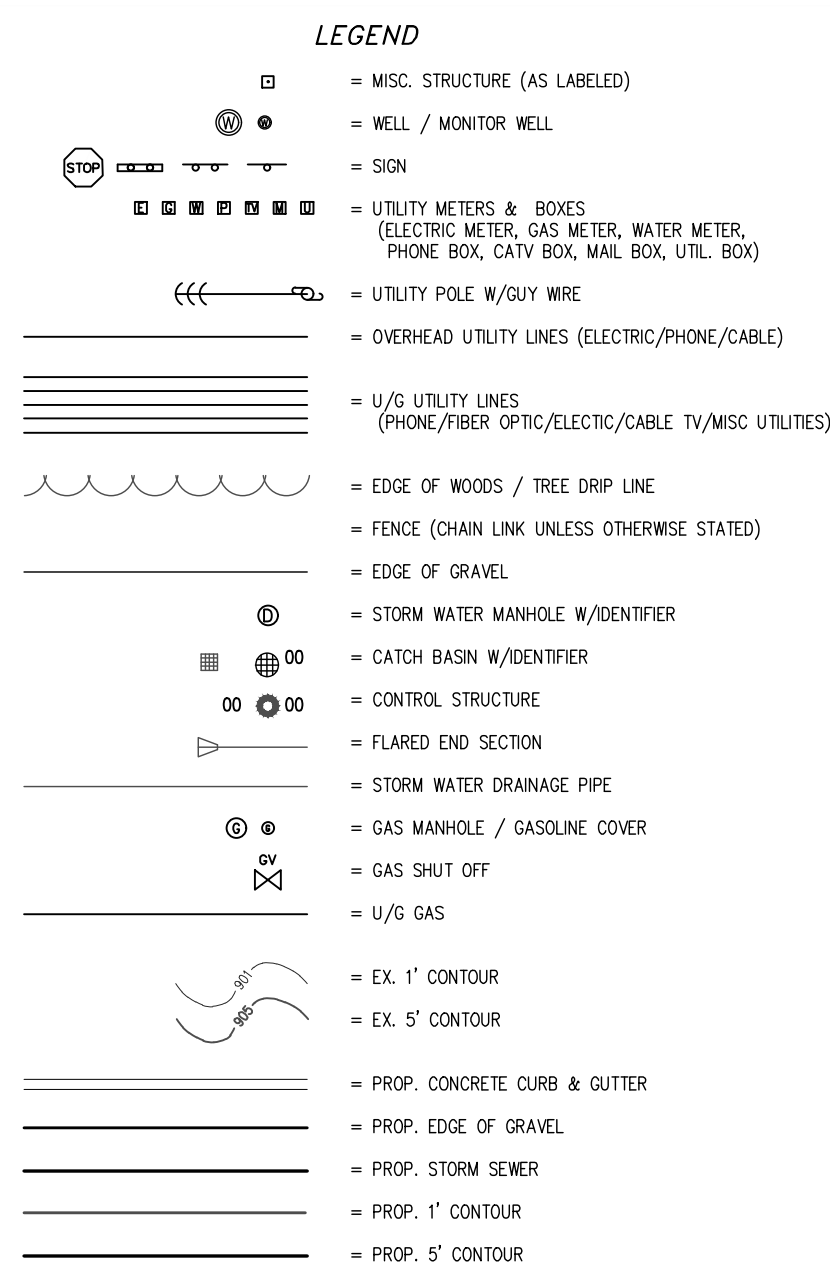
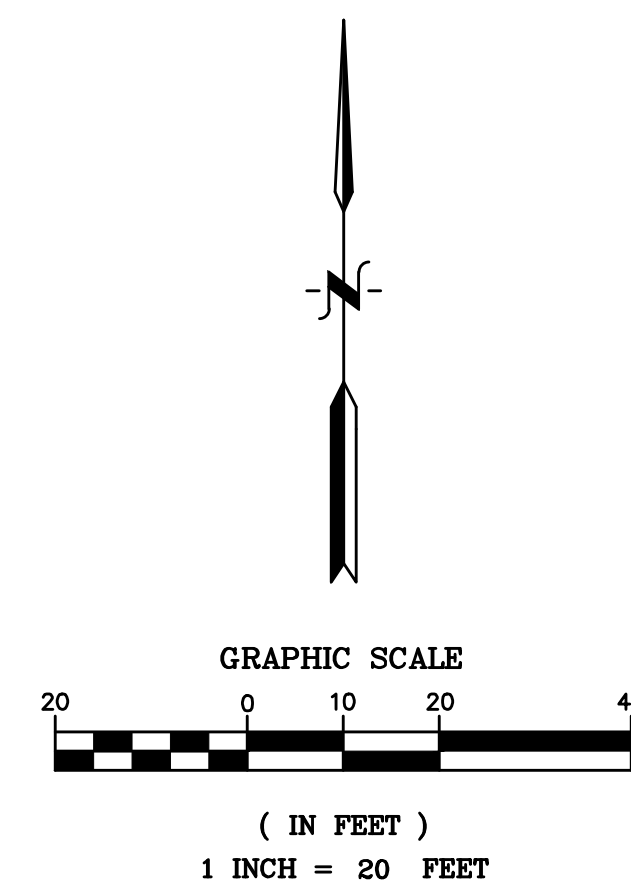
SYMBOL	BOTANICAL NAME	COMMON NAME	MINIMUM SIZE	SPACING	ROOT	QUANTITY FOR POND AREA	QUANTITY FOR OTHER LANDSCAPE
	<i>Picea glauca</i>	White Spruce	6' HT./2.5' Spread	as shown	B & B	10 TOTAL	5 TOTAL
	<i>Pinus sylvestris</i>	Scotch Pine	6' HT./2.5' Spread	as shown	B & B		
	<i>Tsuga canadensis</i>	Canadian Hemlock	6' HT./2.5' Spread	as shown	B & B		
	<i>Acer saccharum</i>	Sugar Maple	2.5" Caliper	as shown	B & B	4 TOTAL	20 TOTAL
	<i>Quercus rubrum</i>	Red Oak	2.5" Caliper	as shown	B & B		
	<i>Tilia americana</i>	Basswood	2.5" Caliper	as shown	B & B		
		CANOPY TREES					
	<i>Amelanchier arborea</i>	Serviceberry	2' HT.	as shown	CONTAINER	12 TOTAL	7 TOTAL
	<i>Viburnum plicatum</i>	Doublefile Viburnum	2' HT.	as shown	CONTAINER		
	<i>Taxus cuspidata</i>	Spreading Yew	2' HT./SPREAD	as shown	CONTAINER	26 TOTAL	9 TOTAL
	<i>Juniperus pfitzeriana</i>	Pfitzer Juniper	2' HT./SPREAD	as shown	CONTAINER		
	<i>Prunus virginiana</i>	Black Chokeberry	2' HT./SPREAD	as shown	CONTAINER		
		ORNAMENTAL GRASSES					
	<i>Calamagrostis acutiflora</i>	Feather Reed Grass	2' HT./SPREAD	as shown	CONTAINER	42 TOTAL	24 TOTAL
	<i>Sporobolus heterolepis</i>	Prairie Dropseed	2' HT./SPREAD	as shown	CONTAINER		
	<i>Panicum</i>	Switch Grass	2' HT./SPREAD	as shown	CONTAINER		

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DESIGN: WMP DRAFT: JHG CHECK: WMP	REVISION # DATE REVISION-DESCRIPTION	REVISION # DATE REVISION-DESCRIPTION	MOUNTAIN TOP ESTATES	LANDSCAPE PLAN	CLIENT: MOUNTAIN TOP ESTATES, LLC P.O. BOX 469 BRIGHTON, MICHIGAN 48116 810-229-2752	SCALE: 1in. = 60ft. PROJECT No.: 183568 DWG NAME: 3568 LS ISSUED: APRIL 5, 2019	LS
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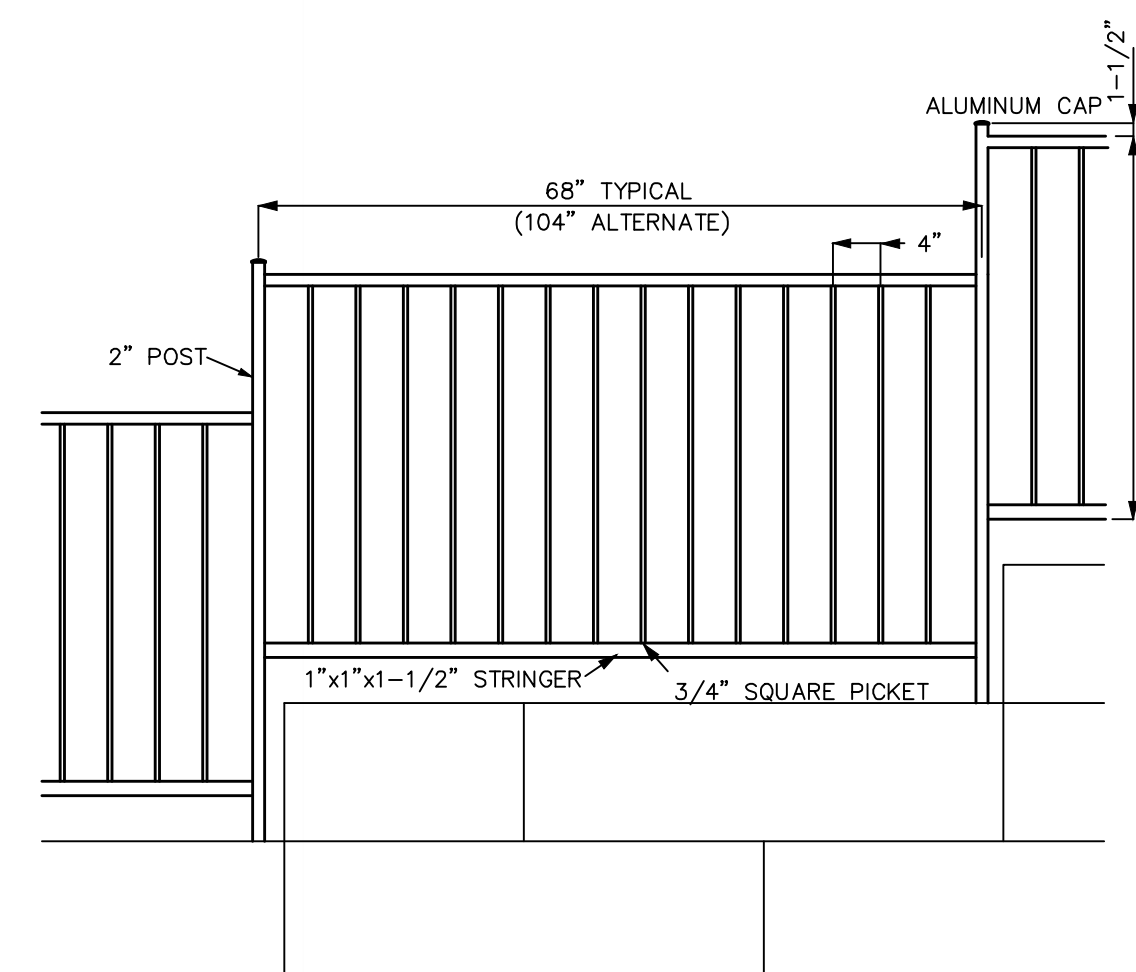


BENCHMARK
DATUM BASED ON RTK-GPS OBSERVATIONS,
DATE: DECEMBER 7, 2018

BENCHMARK #204
NAIL IN THE SOUTH SIDE OF A TRI OAK,
LOCATED SOUTH 465± FEET OF THE NORTH
PROPERTY LINE AND EAST 492± OF THE WEST
PROPERTY LINE.
ELEVATION = 1022.74 (NAVD 88)

BENCHMARK #209
NAIL IN THE NORTHEAST SIDE OF A 24" OAK,
LOCATED SOUTH 240± FEET OF THE NORTH
PROPERTY LINE AND EAST 170± FEET OF THE
WEST PROPERTY LINE.
ELEVATION = 979.63 (NAVD 88)

BENCHMARK #210
TOP OF MONUMENT, LOCATED AT NORTHWEST
PROPERTY CORNER.
ELEVATION = 939.48 (NAVD 88)



ORNAMENTAL FENCE DETAIL

NOTE:
MATERIAL SHALL BE ALUMINUM WITH BLACK FINISH



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	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DESIGN: WMP						
DRAFT: JHG						
CHECK: WMP						

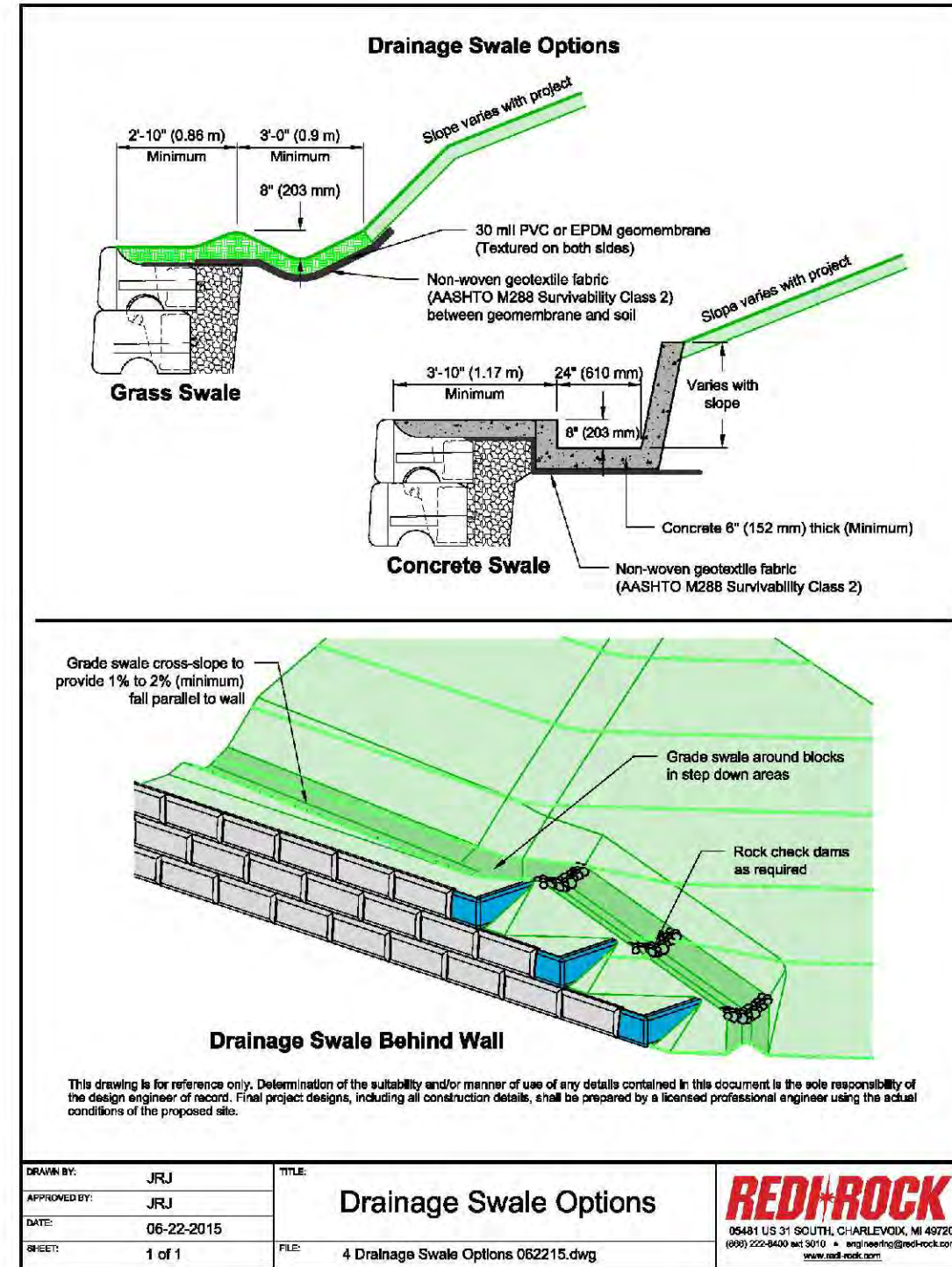
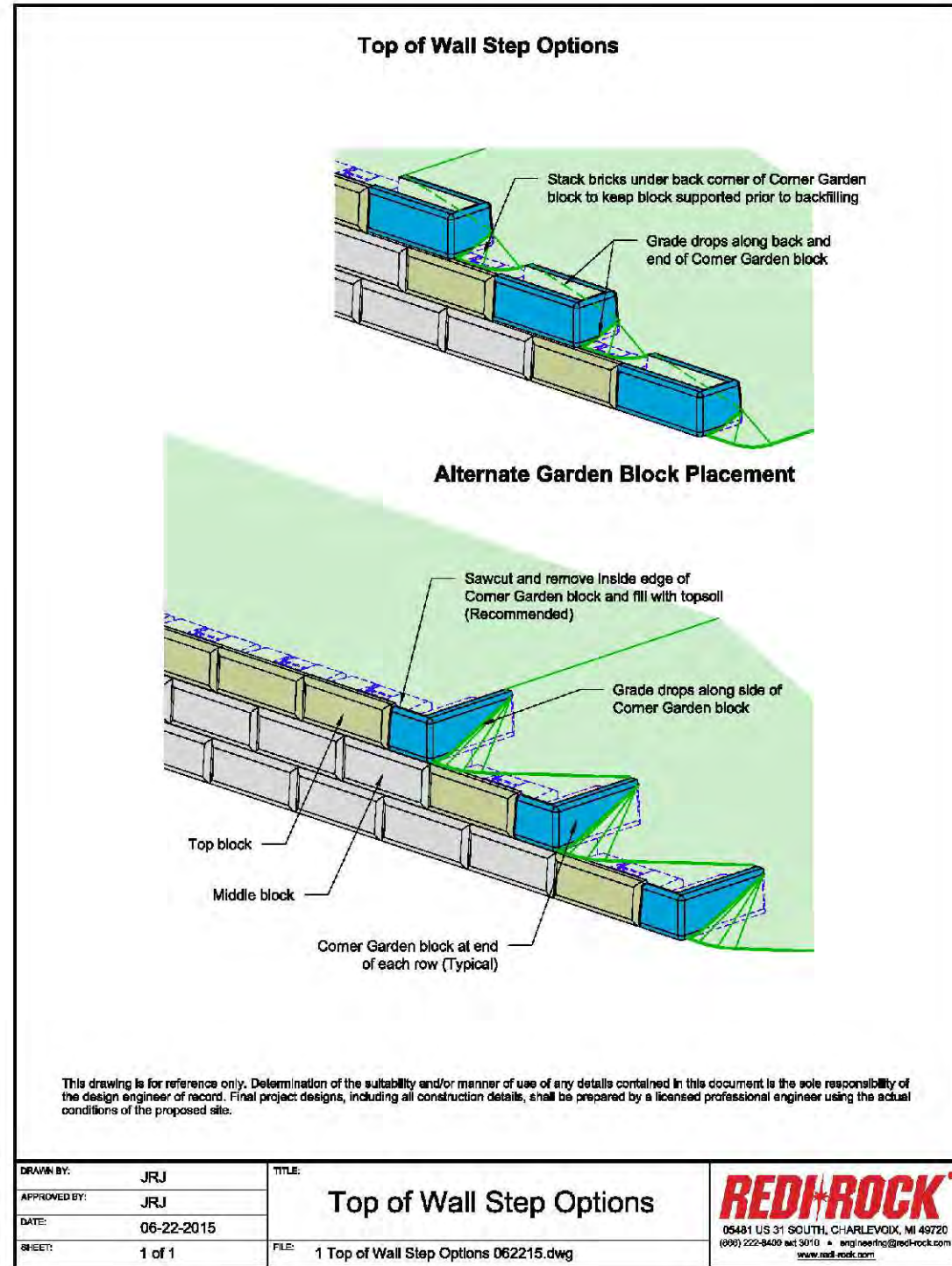
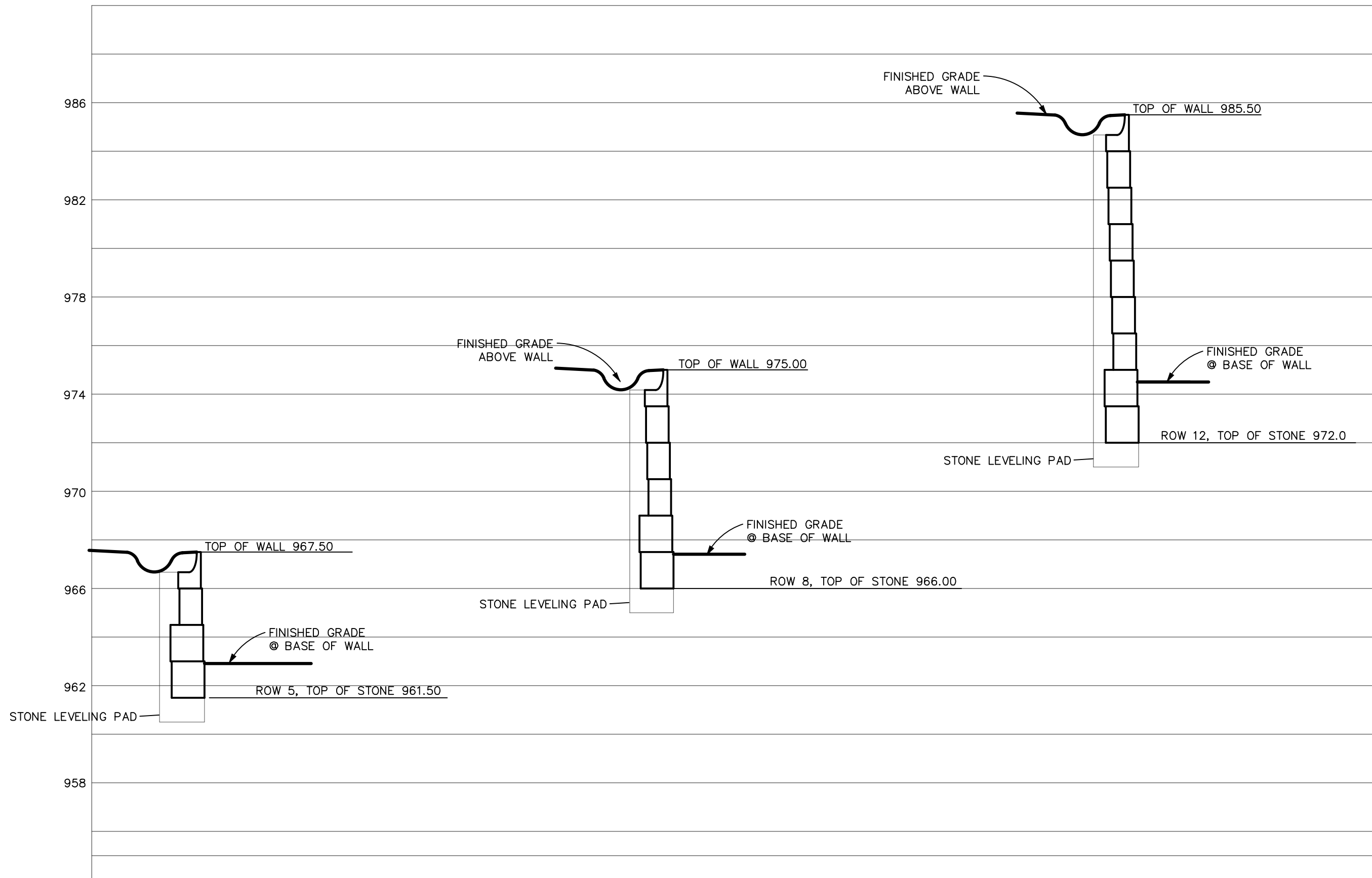
MOUNTAIN TOP ESTATES
SITE CONDOMINIUM

UNIT 14 RETAINING WALL
PLAN, PROFILE, SECTIONS

CLIENT:
MOUNTAIN TOP ESTATES, LLC
P.O. BOX 469
BRIGHTON, MICHIGAN 48116
810-229-2752

SCALE: AS NOTED
PROJECT No.: 183568
DWG NAME: 3568 GR2-3
ISSUED: APRIL 5, 2019

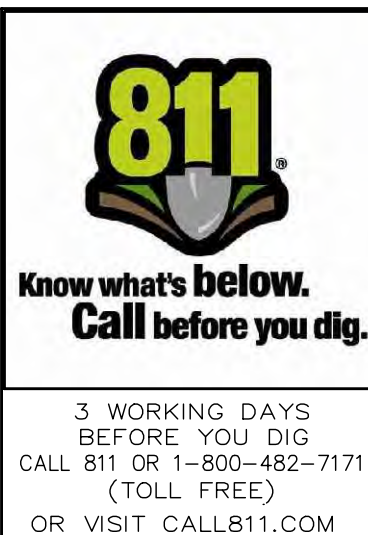
RW1



SEGMENTAL RETAINING WALL NOTES

- Wall Units
 - Wall units shall be Redi-Rock® as produced by a licensed manufacturer.
 - Wall units shall meet or exceed Redi-Rock® minimum specifications. All material used in the wall units, steps, and pavers must meet applicable ASTM and local requirements for exterior concrete. (ASTM Standard Specifications for Segmental Retaining Wall Units, concrete specifications ASTM C-94 & ACI 301-99 latest additions apply)
 - Exterior block dimensions shall be uniform and consistent. Maximum dimensional deviations shall be 0.50 inch or 2%, whichever is less, not including textured face.
 - Exposed face shall be finished as specified. Other surfaces to be smooth form type. Dime-size bug holes on the block face may be patched and/or shake-on color stain can be used to blend into the remainder of the block face.
- Delivery, Storage and Handling
 - Contractor shall check the materials upon delivery to assure proper material has been received.
 - Contractor shall prevent excessive mud, wet cement and like materials from coming in contact with the SRW units.
 - Contractor shall protect the materials from damage. Damaged material shall not be incorporated in the project.
- Leveling Pad and Free Draining Backfill
 - Leveling Pad shall be washed stone or compacted gravel. See construction drawings for specifications.
 - Free Draining Backfill material shall be granular, well draining sand or stone and shall be placed to a minimum of 1-foot of depth behind the back of the wall and shall extend vertically from the Leveling Pad to an elevation 4-inches below the top of the wall. See construction drawings for specifications.
 - Backfill material shall be in accordance with the construction drawings. Site excavated spoils may be used if approved unless otherwise specified on the construction drawings. Unsuitable soils with a PI > 8, organic soils and frost susceptible soils shall not be used within a 1 to 1 influence area.
 - Non-woven geotextile cloth shall be placed between the Free Draining Backfill and retained soil when noted on the construction drawings.
 - Where additional fill is needed, Contractor shall submit sample and specifications to the Engineer for approval.
- Drainage
 - Internal and external drainage shall be provided in accordance with the construction drawings.
- Geogrid
 - Geogrid connection bar to be epoxy coated rebar, ½-inch in diameter cut 3-foot 4-inches long.
 - Geogrid fabric to be Mirafi Miragrid or equivalent. See construction drawings for specifications.
 - Geogrid fabric shall be installed in accordance with the construction drawings and the SRW unit manufacturer's specifications.
- Excavation
 - Contractor shall excavate to the lines and grades shown on the construction drawings.
- Foundation Soil Preparation
 - Native foundation soil shall be compacted to 95% of standard proctor or 90% of modified proctor prior to placement of the Leveling Pad material.
 - In-situ foundation soil shall be examined by the Testing Engineer to ensure that the actual foundation soil strength meets or exceeds assumed design strength. Soil not meeting required strength shall be removed and replaced as directed by the Testing Engineer.
- Leveling Pad Placement
 - Leveling Pad shall be placed as shown on the construction drawings.
 - Leveling Pad shall be placed on undisturbed native soils or suitable replacement fill material as acceptable to the Engineer.
 - Leveling Pad shall be compacted to 95% of standard proctor or 90% of modified proctor to ensure a level, hard surface on which to place the first course of blocks. Pad shall be constructed to the proper elevation to ensure the final elevation shown on the plans. Well-graded sand may be used to smooth the top ½-inch on the Leveling Pad (when using gravel pad only).
 - Leveling Pad shall have a 6-inch minimum depth for walls under 8-feet in height and a 12-inch minimum depth for walls over 8-feet. See construction drawings for additional specifications. Pad dimensions shall extend beyond the blocks in all directions to a distance at least equal to the depth of the pad unless otherwise specified on the construction drawings.
 - For steps and pavers, a minimum of 1-inch to 1 ½-inches of free draining sand shall be screeded smooth to act as a placement bed for the steps or pavers.
- Unit Installation
 - The first course of wall units shall be placed on the prepared Leveling Pad with aesthetic surface facing out and the front edged tight together. All units shall be checked for level and alignment as they are placed.
 - Ensure that units are in full contact with Leveling Pad. Proper care shall be taken to develop straight lines and smooth curves on base course as per wall layout.
 - The backfill in front and back of entire base row shall be placed and compacted to firmly lock them in place. Check all units again for level and alignment. All excess material shall be swept from top of units.
 - Install next course of wall units on top of base row. Position blocks to be offset from seams of blocks below. Blocks shall be placed fully forward so knob and groove are engaged. Check each block for proper alignment and level. Backfill to 12-inch depth behind block with Free Draining Backfill Spread backfill in uniform lifts not exceeding 8-inches. Employ methods using lightweight compaction equipment that will not disrupt the stability or batter of the wall. Hand-operated plate compaction equipment shall be used around the block and within 3-feet of the wall to achieve consolidation. Compact backfill to 95% of standard proctor (ASTM D 698, AASHTO T-99) density within 2% of its optimum moisture content.
 - Install each subsequent course in like manner. Repeat procedure to the extent of wall height.
 - Allowable construction tolerance is 2-degrees vertically and 1-inch in 10-feet horizontally.
 - All walls shall be installed in accordance with local building codes and requirements.

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Charlevoix, MI 49720
1-866-222-8400 www.redi-rock.com <<http://www.redi-rock.com>>
info@redi-rock.com



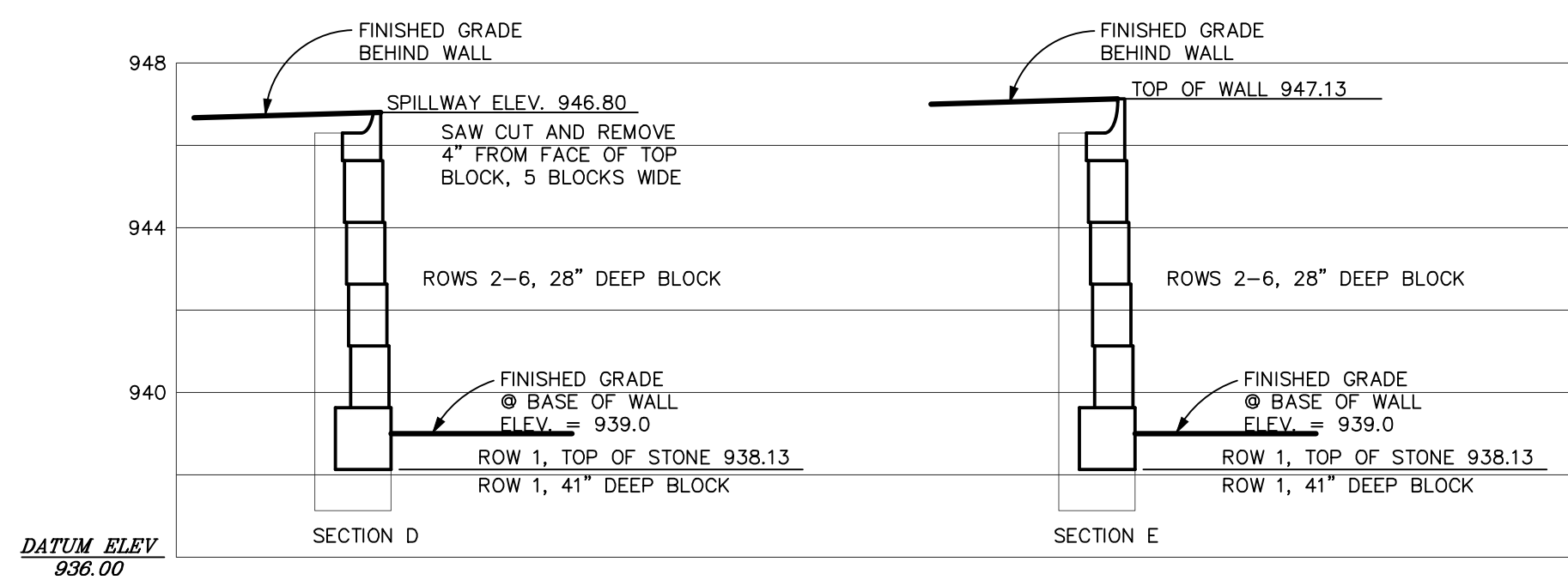
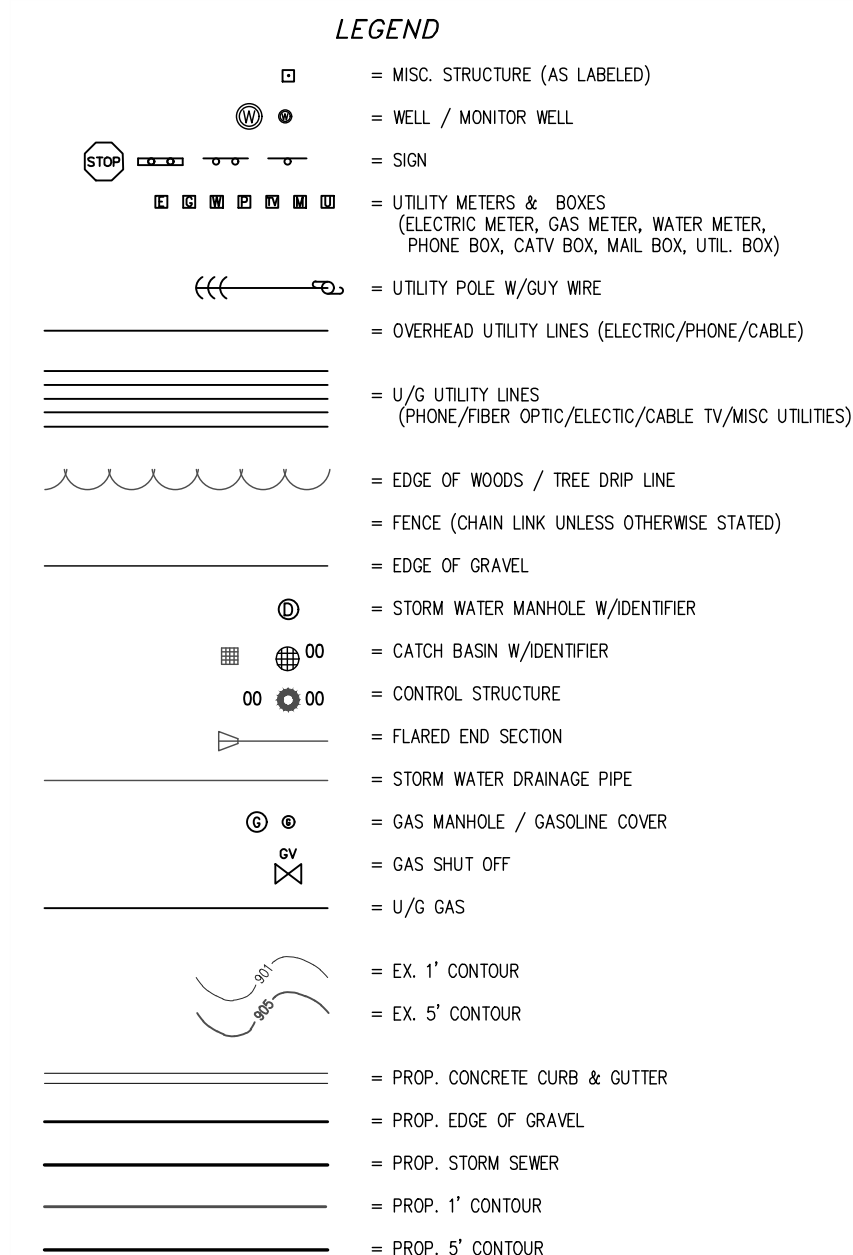
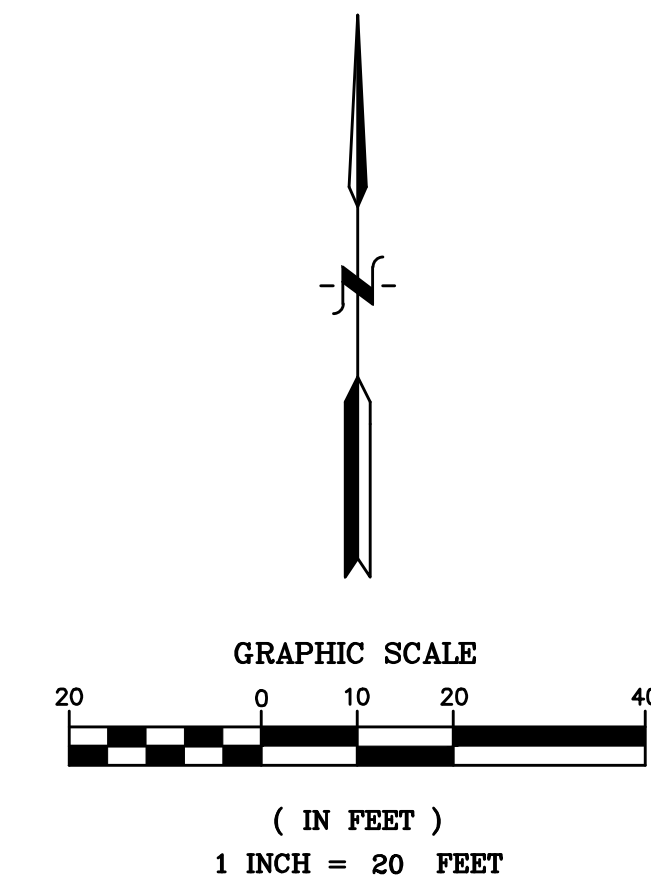
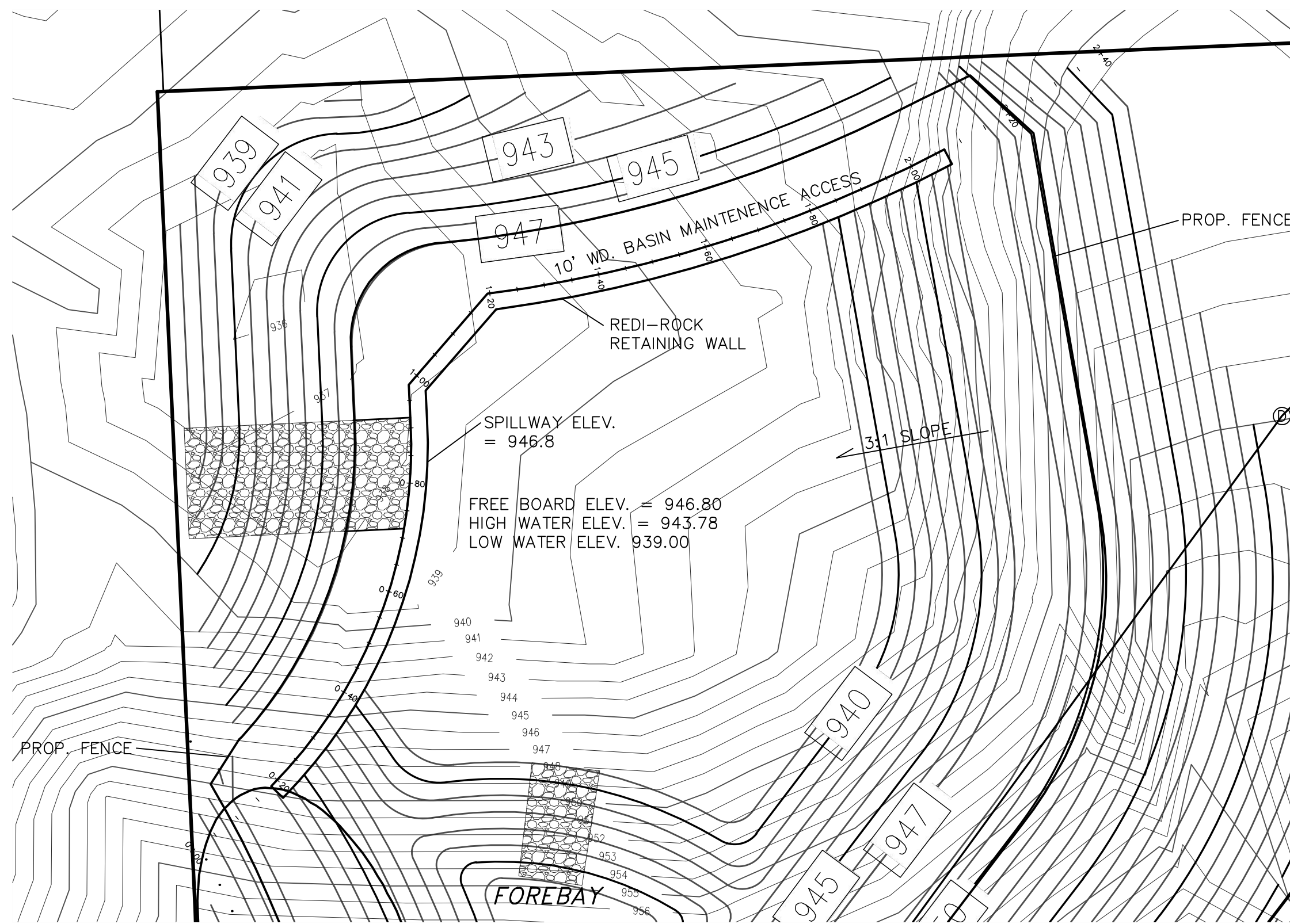
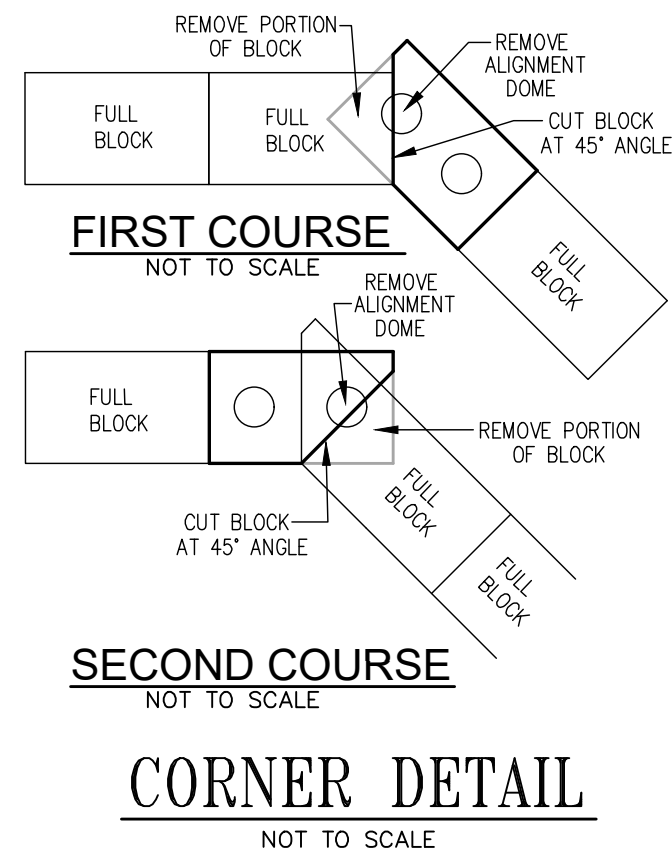
DESIGN:WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG						
CHECK: WMP						

MOUNTAIN TOP ESTATES SITE CONDOMINIUM

UNIT 14 RETAINING WALL SECTIONS NOTES & CALCULATIONS

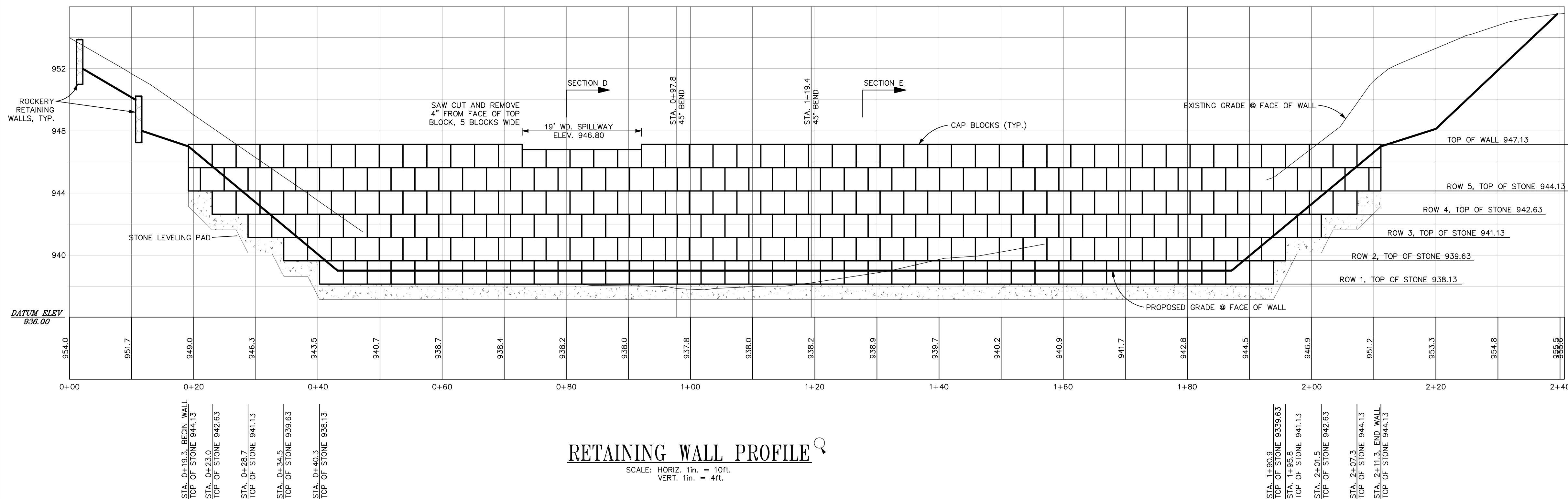
CLIENT: MOUNTAIN TOP ESTATES, LLC P.O. BOX 469 BRIGHTON, MICHIGAN 48116 810-229-2752	SCALE: AS NOTED PROJECT No.: 183568 DWG NAME: 3568 RW ISSUED: APRIL 5, 2019
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RW2



RETAINING WALL SECTIONS

SCALE: HORIZ. 1in. = 10ft.
VERT. 1in. = 4ft.



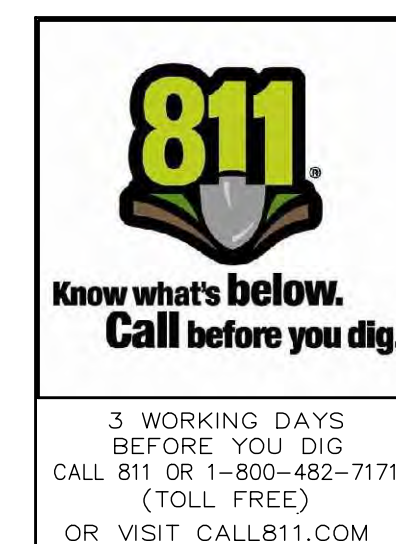
BENCHMARK

DATUM BASED ON RTK-GPS OBSERVATIONS,
DATE: DECEMBER 7, 2018

BENCHMARK #204
NAIL IN THE SOUTH SIDE OF A TRI OAK,
LOCATED SOUTH 465± FEET OF THE NORTH
PROPERTY LINE AND EAST 492± OF THE WEST
PROPERTY LINE.
ELEVATION = 1022.74 (NAVD 88)

BENCHMARK #209
NAIL IN THE NORTHEAST SIDE OF A 24" OAK,
LOCATED SOUTH 240± FEET OF THE NORTH
PROPERTY LINE AND EAST 170± FEET OF THE
WEST PROPERTY LINE.
ELEVATION = 979.63 (NAVD 88)

BENCHMARK #210
TOP OF MONUMENT, LOCATED AT NORTHWEST
PROPERTY CORNER.
ELEVATION = 939.48 (NAVD 88)



DESIGN:WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG						
CHECK: WMP						

MOUNTAIN TOP ESTATES
SITE CONDOMINIUM

NORTH RETENTION BASIN
RETAINING WALL
PLAN, PROFILE, SECTIONS

CLIENT:
MOUNTAIN TOP ESTATES, LLC
P.O. BOX 469
BRIGHTON, MICHIGAN 48116
810-229-2752

SCALE: AS NOTED
PROJECT No.: 183568
DWG NAME: 3568 RW
ISSUED: APRIL 5, 2019

RW3

SEGMENTAL RETAINING WALL NOTES

1. Wall Units

- a. Wall units shall be Redi-Rock™ as produced by a licensed manufacturer.
- b. Wall units shall meet or exceed Redi-Rock™ minimum specifications. All material used in the wall units, steps, and pavers must meet applicable ASTM and local requirements for exterior concrete. (ASTM Standard Specifications for Segmental Retaining Wall Units, concrete specifications ASTM C-94 & ACI 301-99 latest additions apply)
- c. Exterior block dimensions shall be uniform and consistent. Maximum dimensional deviations shall be 0.50 inch or 2%, whichever is less, not including textured face.
- d. Exposed face shall be finished as specified. Other surfaces to be smooth form type. Dime-size bug holes on the block face may be patched and/or shake-on color stain can be used to blend into the remainder of the block face.

2. Delivery, Storage and Handling

- a. Contractor shall check the materials upon delivery to assure proper material has been received.
- b. Contractor shall prevent excessive mud, wet cement and like materials form coming in contact with the SRW units.
- c. Contractor shall protect the materials from damage. Damaged material shall not be incorporated in the project.

3. Leveling Pad and Free Draining Backfill

- a. Leveling Pad shall be washed stone or compacted gravel. See construction drawings for specifications.
- b. Free Draining Backfill material shall be granular, well draining sand or stone and shall be placed to a minimum of 1-foot of depth behind the back of the wall and shall extend vertically from the Leveling Pad to an elevation 4-inches below the top of the wall. See construction drawings for specifications.
- c. Backfill material shall be in accordance with the construction drawings. Site excavated spoils may be used if approved unless otherwise specified on the construction drawings. Unsuitable soils with a P1>6, organic soils and frost susceptible soils shall not be used within a 1 to 1 influence area.
- d. Non-woven geotextile cloth shall be placed between the Free Draining Backfill and retained soil when noted on the construction drawings.
- e. Where additional fill is needed, Contractor shall submit sample and specifications to the Engineer for approval.

4. Drainage

- a. Internal and external drainage shall be provided in accordance with the construction drawings.

5. Geogrid

- a. Geogrid connection bar to be epoxy coated rebar, ½-inch in diameter cut 3-foot 4-inches long.
- b. Geogrid fabric to be Mirafi Miragrid or equivalent. See construction drawings for specifications.
- c. Geogrid fabric shall be installed in accordance with the construction drawings and the SRW unit manufacturer's specifications.

6. Excavation

- a. Contractor shall excavate to the lines and grades shown on the construction drawings.

7. Foundation Soil Preparation

- a. Native foundation soil shall be compacted to 95% of standard proctor or 90% of modified proctor prior to placement of the Leveling Pad material.
- b. In-situ foundation soil shall be examined by the Testing Engineer to ensure that the actual foundation soil strength meets or exceeds assumed design strength. Soil not meeting required strength shall be removed and replaced as directed by the Testing Engineer.

8. Leveling Pad Placement

- a. Leveling Pad shall be placed as shown on the construction drawings.
- b. Leveling Pad shall be placed on undisturbed native soils or suitable replacement fill material as acceptable to the Engineer.
- c. Leveling Pad shall be compacted to 95% of standard proctor or 90% of modified proctor to ensure a level, hard surface on which to place the first course of blocks. Pad shall be constructed to the proper elevation to ensure the final elevation shown on the plans. Well-graded sand may be used to smooth the top ½-inch on the Leveling Pad (when using gravel pad only).
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- e. For steps and pavers, a minimum of 1-inch to 1 ½-inches of free draining sand shall be screeded smooth to act as a placement bed for the steps or pavers.

9. Unit Installation

- a. The first course of wall units shall be placed on the prepared Leveling Pad with aesthetic surface facing out and the front edged tight together. All units shall be checked for level and alignment as they are placed.
- b. Ensure that units are in full contact with Leveling Pad. Proper care shall be taken to develop straight lines and smooth curves on base course as per wall layout.
- c. The backfill in front and back of entire base row shall be placed and compacted to firmly lock them in place. Check all units again for level and alignment. All excess material shall be swept from top of units.
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- e. Install each subsequent course in like manner. Repeat procedure to the extent of wall height.
- f. Allowable construction tolerance is 2-degrees vertically and 1-inch in 10-feet horizontally.
- g. All walls shall be installed in accordance with local building codes and requirements.

For local dealer contact:

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Charlevoix, MI 49720
1-866-222-8400 www.redi-rock.com <<http://www.redi-rock.com>>
info@redi-rock.com

MOUNTAIN TOP ESTATES North Retention Basin Retaining Wall									
Analysis of Redi Rock wall									
Input data									
Project	MOUNTAIN TOP ESTATES								
Task	North Retention Basin Retaining Wall								
Part	Section A								
Description	Mountain Top Estates, LLC								
Customer	4/2/2019								
Date	133558								
Project ID	133558								
Project number	133558								
Settings									
USA - Safety factor									
Wall analysis									
Active earth pressure calculation	Coulomb								
Passive earth pressure calculation	Mazdirani (Rankine)								
Earthquake analysis	Mononote-Okada								
Shape of earth wedge	Calculate as skew								
Allowable eccentricity	0.333								
Internal stability	Standard - straight slip surface								
Reduction coeff. of contact first block - base	1.00								
Verification methodology	Safety factors (ASD)								
Safety factors									
Permanent design situation									
Safety factor for overturning	SF _{ov} =		1.50 [-]						
Safety factor for sliding resistance	SF _s =		1.50 [-]						
Safety factor for bearing capacity	SF _b =		2.00 [-]						
Safety factor for sliding along geo-reinforcement	SF _u =		1.50 [-]						
Safety factor for geo-reinforcement strength	SF _u =		1.50 [-]						
Safety factor for pull out resistance of geo-reinf.	SF _{po} =		1.50 [-]						
Safety factor for connection strength	SF _{con} =		1.50 [-]						
Input concentrated surcharges									
No.	Surcharge	Action	Magnitude	Ord.x	Length	Width	Depth		
	how	change	[lb]	x [ft]	l [ft]	b [ft]	z [ft]		
1	Yes	variable	400.00	2.00	0.30	0.30	on terrain		
No.	Name								
1	Maintenance equipment								
No. 1									
Forces acting on construction									
Name	F _{hor}	App.Pt.	F _{vert}	App.Pt.	Design				
	[lb/ft]	z [ft]	[lb/ft]	x [ft]	coefficient				
Weight - wall	0.0	4.24	3215.8	2.57	1.000				
HF resistance	95.4	0.67	0.1	0.30	1.000				
Weight - earth wedge	0.0	-1.35	32.3	4.58	1.000				
Weight - earth wedge	0.0	-2.95	58.7	3.81	1.000				
Weight - earth wedge	0.0	-9.79	71.5	2.99	1.000				
1									
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MOUNTAIN TOP ESTATES North Retention Basin Retaining Wall									
Analysis of Redi Rock wall									
Input data									
Name	F _{hor}	App.Pt.	F _{vert}	App.Pt.	Design				
	[lb/ft]	z [ft]	[lb/ft]	x [ft]	coefficient				
Active pressure	907.2	2.41	1017.3	4.35	1.000				
Maintenance equipment	350.9	-8.40	210.3	4.00	1.000				
Verification of complete wall									
Check for overturning stability									
Resisting moment	M _{res} = 14136.3 lb/ft-ft								
Overturning moment	M _{ov} = 5421.5 lb/ft-ft								
Safety factor = 2.61 > 1.50									
Wall for overturning is SATISFACTORY									
Check for slip									
Resisting horizontal force	H _{res} = 2600.24 lb/ft								
Active horizontal force	H _{act} = 1162.67 lb/ft								
Safety factor = 2.43 > 1.50									
Wall for slip is SATISFACTORY									
Overall check - WALL is SATISFACTORY									
No. 1									
Forces acting on construction									
Name	F _{hor}	App.Pt.	F _{vert}	App.Pt.	Design				
	[lb/ft]	z [ft]	[lb/ft]	x [ft]	coefficient				
Weight - wall	0.0	-4.10	2615.8	1.59	1.000				
Weight - earth wedge	0.0	-1.95	58.7	2.81	1.000				
Weight - earth wedge	0.0	-8.79	71.5	1.99	1.000				
Active pressure	647.7	-2.07	695.0	3.94	1.000				
Maintenance equipment	350.9	-8.40	210.3	3.00	1.000				
Verification of block No. 1									
Check for overturning stability									
Resisting moment	M _{res} = 6574.6 lb/ft-ft								
Overturning moment	M _{ov} = 4235.3 lb/ft-ft								
Safety factor = 1.60 > 1.50									
Joint for overturning stability is SATISFACTORY									
Check for slip									
Resisting horizontal force	H _{res} = 2573.45 lb/ft								
Active horizontal force	H _{act} = 998.33 lb/ft								
Safety factor = 2.58 > 1.50									
Joint for verification is SATISFACTORY									
2									
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MOUNTAIN TOP ESTATES North Retention Basin Retaining Wall									
Bearing capacity of foundation soil									
Design load acting at the center of footing bottom									
No.	Moment	Norm. force	Shear Force	Eccentricity	Stress				
	[lb/ft-ft]	[lb/ft]	[lb/ft]	[-]	[psf]				
1	2799.9	4805.84	1162.67	0.122	1217.1				
Service load acting at the center of footing bottom									
No.	Moment	Norm. force	Shear Force						
	[lb/ft-ft]	[lb/ft]	[lb/ft]						
1	2799.9	4805.84	1162.67						
Verification of foundation soil									
Stress in the footing bottom : rectangle									
Eccentricity verification									
Max. eccentricity of normal force e = 0.122									
Maximum allowable eccentricity e _{max} = 0.333									
Eccentricity of the normal force is SATISFACTORY									
Verification of bearing capacity									
Max. stress at footing bottom σ = 1217.1 psf									
Bearing capacity of foundation soil R _u = 2500.0 psf									
Safety factor = 2.05 > 2.00									
Bearing capacity of foundation soil is SATISFACTORY									
Overall verification - bearing capacity of found. soil is SATISFACTORY									
Slope stability analysis									
Results (Stage of construction 1)									
Analysis 1									
Circular slip surface									
Slip surface parameters									
Center :	x =	-3.16 [ft]	Angles :	α ₁ =	-40.28 [°]				
	z =	0.01 [ft]		α ₂ =	89.95 [°]				
Radius :	R =	10.50 [ft]							
Analysis of the slip surface without optimization									
Slope stability verification (all methods)									
Bishop : FS = 1.95 > 1.50 ACCEPTABLE									
Fellenius / Peterson : FS = 1.73 > 1.50 ACCEPTABLE									
Spencer : FS = 1.98 > 1.50 ACCEPTABLE									
Sariou : FS = 1.97 > 1.50 ACCEPTABLE									
Morgenstern-Price : FS = 1.97 > 1.50 ACCEPTABLE									
3									
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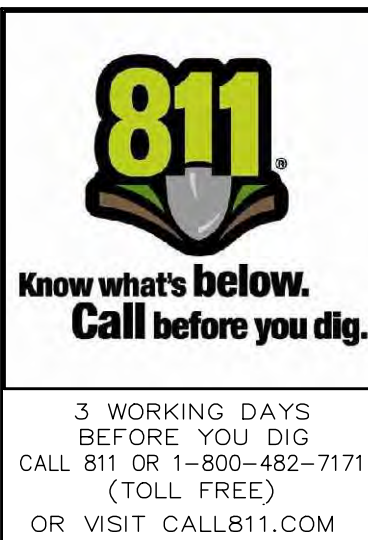
DESIGN: WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG						
CHECK: WMP						

MOUNTAIN TOP ESTATES
SITE CONDOMINIUM

NORTH RETENTION BASIN
RETAINING WALL
NOTES & CALCULATIONS

CLIENT:	SCALE: AS NOTED
MOUNTAIN TOP ESTATES, LLC P.O. BOX 469 BRIGHTON, MICHIGAN 48116 810-229-2752	PROJECT No.: 183568 DWG NAME: 3568 RW ISSUED: APRIL 5, 2019

RW4



PROPOSED STORM WATER RUN-OFF						
"Area"	0.90	0.90	0.20	1.00	(ACRES)	"C" Factor
Pavement	Building	Lawn	Water			
FES-402	0.00	0.09	2.20	0.00	2.29	0.23
CB-310	0.10	0.06	0.24	0.00	0.40	0.48
CB-306	0.11	0.00	0.48	0.00	0.59	0.33
CB-305	0.08	0.06	0.39	0.00	0.53	0.38
CB-304	0.00	0.00	0.20	0.00	0.20	0.20
CB-303	0.00	0.00	0.40	0.00	0.40	0.20
CB-302	0.00	0.00	0.37	0.00	0.37	0.20
Retention Area	0.00	0.03	1.93	0.13	2.09	0.26
TOTAL AREA =					6.87	ACRES
RUN-OFF COEFFICIENT =					0.27	
NOTE: Building and pavement areas above depict the developed condition.						

PROPOSED DRAINAGE AREAS						
"Area"	0.90	0.90	0.20	1.00	(ACRES)	"C" Factor
Pavement	Building	Lawn	Water			
FES-202	0.00	0.06	1.82	0.00	1.88	0.22
YB-150	0.00	0.00	0.21	0.00	0.21	0.20
YB-140	0.06	0.09	0.54	0.00	0.69	0.35
CB-133	0.06	0.06	0.41	0.00	0.53	0.36
CB-132	0.06	0.00	0.17	0.00	0.23	0.38
CB-131	0.09	0.03	0.46	0.00	0.58	0.34
CB-130	0.06	0.00	0.10	0.00	0.16	0.46
CB-124	0.10	0.03	0.25	0.00	0.38	0.44
CB-123	0.12	0.03	0.50	0.00	0.65	0.36
CB-122	0.31	0.06	0.21	0.00	0.58	0.65
YB-121	0.00	0.03	0.84	0.00	0.87	0.22
YB-120	0.00	0.00	0.09	0.00	0.09	0.20
YB-118	0.00	0.03	0.47	0.00	0.50	0.24
YB-117	0.00	0.03	0.67	0.00	0.70	0.23
YB-116	0.00	0.00	0.39	0.00	0.39	0.20
YB-115	0.00	0.00	0.39	0.00	0.39	0.20
YB-113	0.04	0.00	0.17	0.00	0.21	0.33
CB-112	0.05	0.03	0.31	0.00	0.39	0.34
CB-111	0.03	0.00	0.00	0.00	0.03	0.90
CB-106	0.05	0.06	0.28	0.00	0.39	0.40
CB-105	0.04	0.00	0.05	0.00	0.09	0.51
Detention Area	0.10	0.12	1.37	0.10	1.69	0.34
TOTAL AREA =					11.63	ACRES
RUN-OFF COEFFICIENT =					0.32	
NOTE: Building and pavement areas above depict the developed condition.						



BENCHMARK
DATUM BASED ON RTK-GPS OBSERVATIONS,
DATE: DECEMBER 7, 2018

BENCHMARK #204
NAIL IN THE SOUTH SIDE OF A TRI OAK,
LOCATED SOUTH 465+ FEET OF THE NORTH
PROPERTY LINE AND EAST 492+ OF THE WEST
PROPERTY LINE.
ELEVATION = 1022.74 (NAVD 88)

BENCHMARK #209
NAIL IN THE NORTHEAST SIDE OF A 24" OAK,
LOCATED SOUTH 240+ FEET OF THE NORTH
PROPERTY LINE AND EAST 170+ FEET OF THE
WEST PROPERTY LINE.
ELEVATION = 979.63 (NAVD 88)

BENCHMARK #210
TOP OF MONUMENT, LOCATED AT NORTHWEST
PROPERTY CORNER.
ELEVATION = 939.48 (NAVD 88)

811

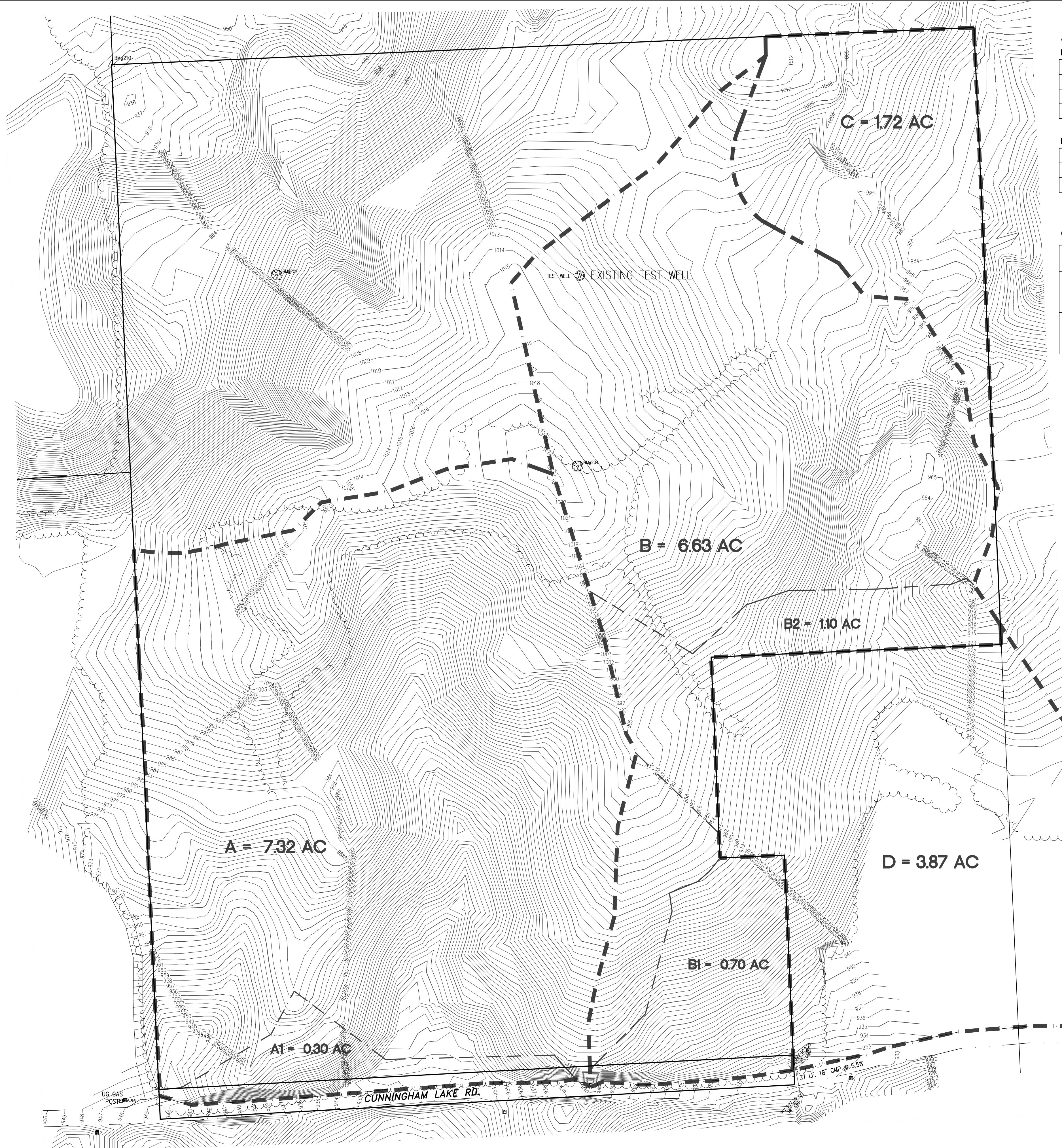
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DESIGN:WMP DRAFT: JHG CHECK: WMP	REVISION # DATE REVISION-DESCRIPTION	REVISION # DATE REVISION-DESCRIPTION	MOUNTAIN TOP ESTATES SITE CONDOMINIUM	WATER SHED PLAN	CLIENT: MOUNTAIN TOP ESTATES, LLC P.O. BOX 469 BRIGHTON, MICHIGAN 48116 810-229-2752	SCALE: 1in. = 60ft. PROJECT No.: 183568 DWG NAME: 3568 WS ISSUED: APRIL 5, 2019	WS1
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AREA DESCRIPTIONS

EXISTING DRAINAGE AREAS:

A	- SITE SUB-AREA SURFACE DRAINING TO CUNNINGHAM LAKE ROAD
B	- SITE SUB-AREA SURFACE DRAINING TO CROSS-CULVERT
C	- SITE SUB-AREA SURFACE DRAINING TO CUNNINGHAM LAKE ROAD
D	- OFFSITE SUB-AREA SURFACE DRAINING TO CUNNINGHAM LAKE ROAD

PROPOSED DRAINAGE AREAS:

A1	- PORTION OF SUB-AREA 'A' SURFACE DRAINING TO CUNNINGHAM LAKE ROAD
B1	- PORTION OF SUB-AREA 'B' SURFACE DRAINING TO CROSS-CULVERT
B2	- PORTION OF SUB-AREA 'B' SURFACE DRAINING TO CROSS-CULVERT

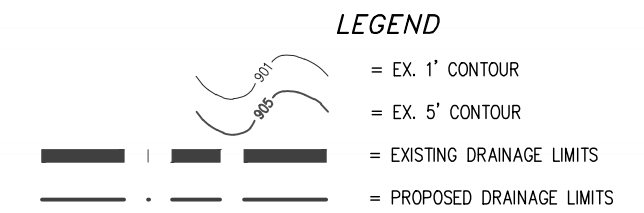
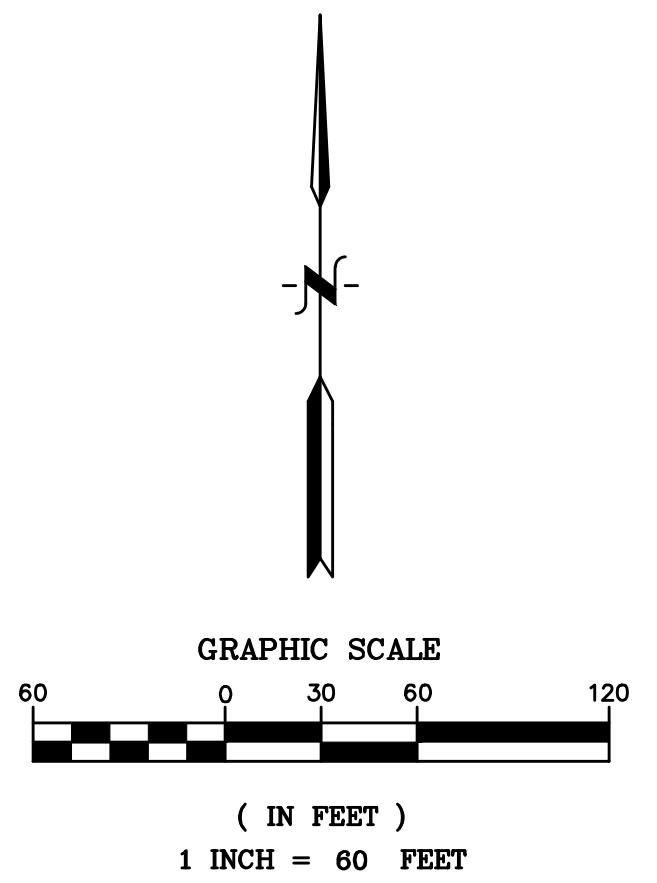
CUNNINGHAM LAKE ROAD DRAINAGE AREA -

1	AREA OF PROPERTY CONTRIBUTING DRAINAGE TO CUNNINGHAM LAKE ROAD R.O.W.	A + B + C = 15.67 ACRES
2	POST-DEVELOPMENT AREA OF DEVELOPMENT CONTRIBUTING DRAINAGE TO CUNNINGHAM LAKE ROAD R.O.W. UNDETAINED	A1 + B1 + B2 = 2.10 ACRES
3	NET DEVELOPMENT AREA CONTRIBUTING DRAINAGE TO CUNNINGHAM LAKE ROAD R.O.W.	'1' - '2' = 13.57 ACRES

EXISTING RUNOFF TO CUNNINGHAM LAKE ROAD

Tributary Area (A) =	13.57	Acres
Compound Runoff Coefficient (C) =	0.20	
Design Constant (K1) = A * C =	2.71	

1	2	3	4	5
Duration (Minutes)	Duration (Seconds)	Intensity (100-yr Storm) (In / Hr)	Col. 2 * Col. 3 (Inches)	Volume Ex to Rd Col. 4 * K1 (Cubic Feet)
5	300	9.17	2750	7464
10	600	7.86	4714	12795
15	900	6.88	6188	16793
20	1200	6.11	7333	19903
30	1800	5.00	9000	24426
60	3600	3.24	11647	31610
90	5400	2.39	12913	35046
120	7200	1.90	13655	37060

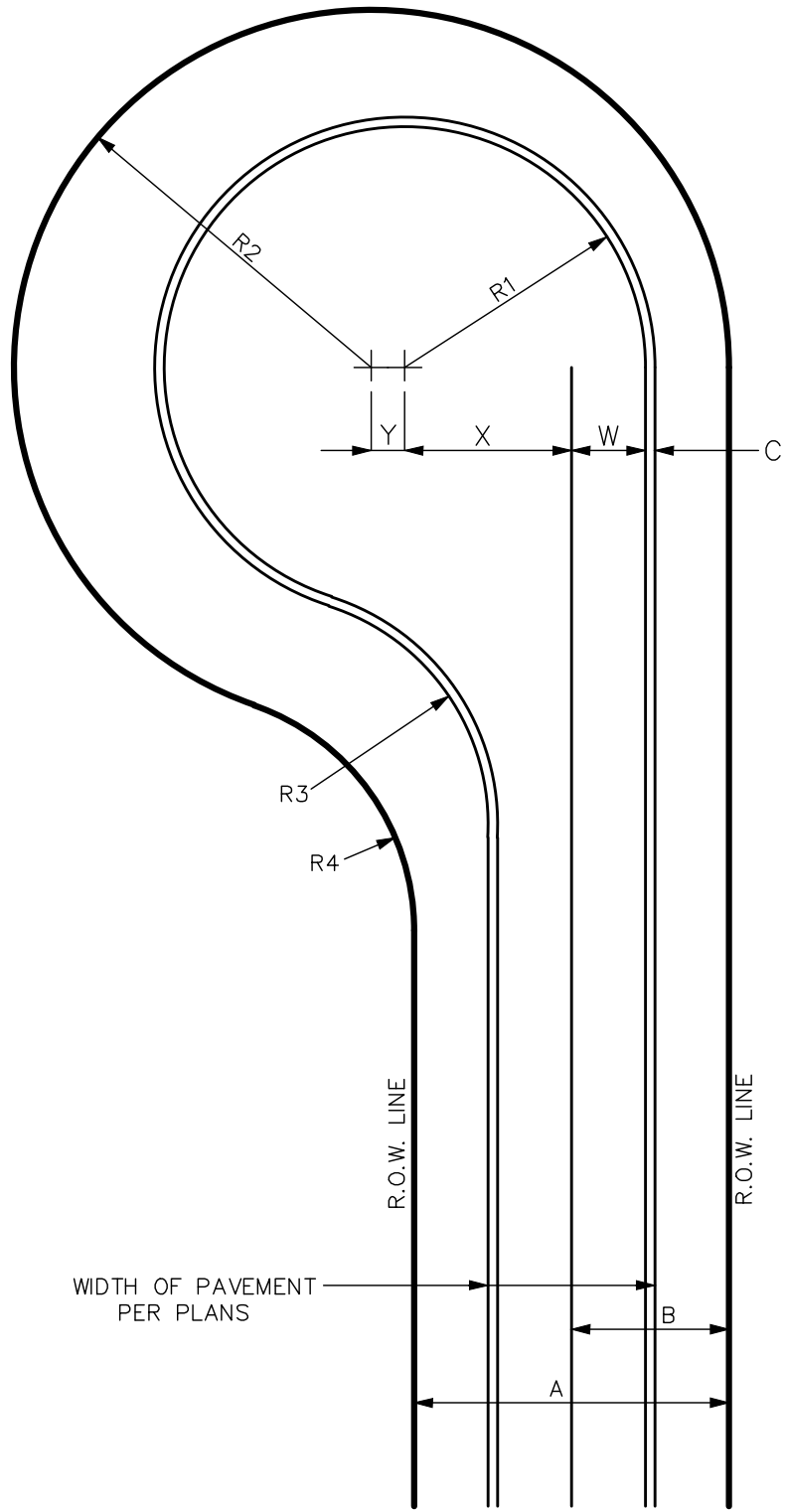


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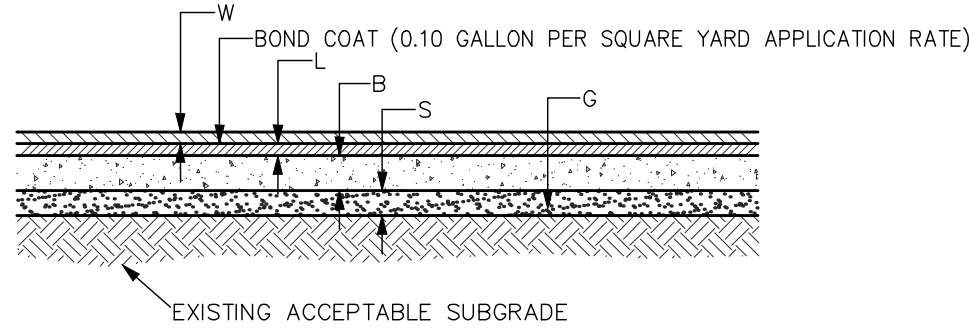
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DESIGN: WMP DRAFT: JHG CHECK: WMP	REVISION # DATE REVISION-DESCRIPTION	REVISION # DATE REVISION-DESCRIPTION	MOUNTAIN TOP ESTATES SITE CONDOMINIUM	CUNNINGHAM LAKE ROAD DRAINAGE AREA PLAN PLAN	CLIENT: MOUNTAIN TOP ESTATES, LLC P.O. BOX 469 BRIGHTON, MICHIGAN 48116 810-229-2752	SCALE: 1in. = 60ft. PROJECT No.: 183568 DWG NAME: 3568 EX ISSUED: APRIL 5, 2019	WS2
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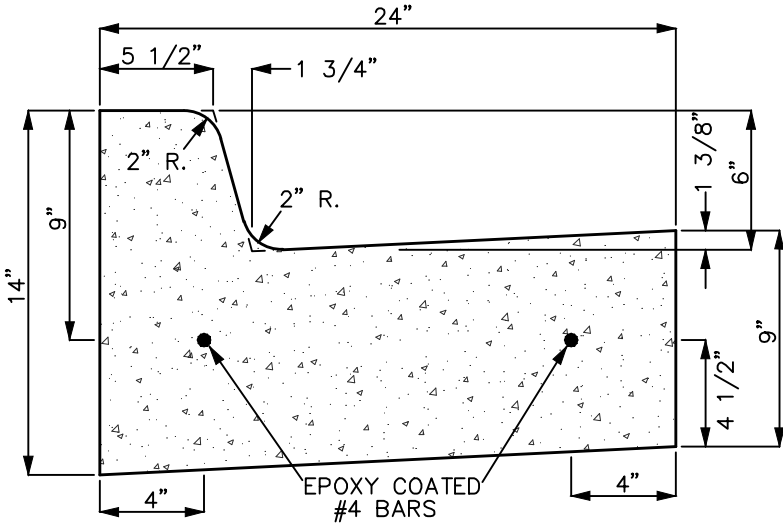
CUL-DE-SAC WITH CURB DETAIL

KEY	DESCRIPTION	DIMENSION
A	ROAD RIGHT OF WAY WIDTH	50'
B	CENTERLINE OFFSET TO RIGHT OF WAY	25'
C	CURB AND GUTTER WIDTH	13'
R1	PAVEMENT RADIUS	50'
R2	RIGHT OF WAY RADIUS	75'
R3	BACK OF CURB RETURN RADIUS	50'
R4	RIGHT OF WAY RETURN RADIUS	50'
W	PAVEMENT LANE WIDTH	11'
X	CENTERLINE OFFSET TO R1	40'
Y	R1 OFFSET TO R2	10'

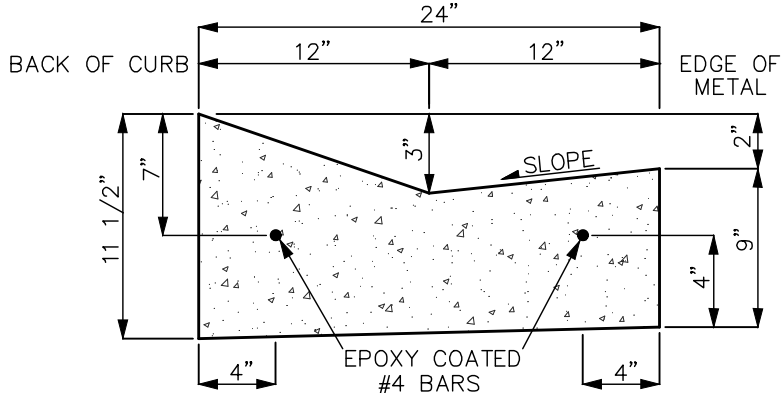


STANDARD DUTY BITUMINOUS PAVEMENT CROSS SECTION

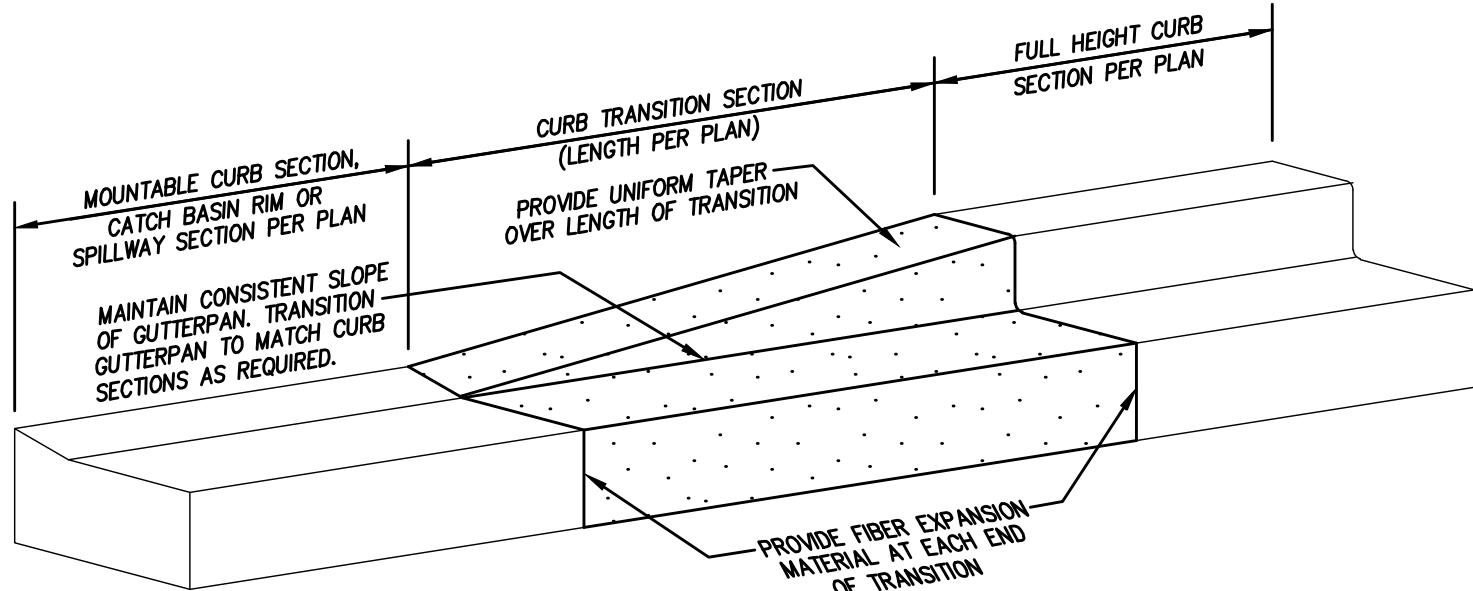
KEY	DESCRIPTION	MATERIAL SPECIFICATION	MINIMUM COMPACTED THICKNESS
W	WEARING COURSE	MDOT 36A	1.5"
L	LEVELING COURSE	MDOT 13A	1.5"
B	AGGREGATE BASE	MDOT 21AA (SEE NOTES 4&7)	8"
S	GRANULAR SUBBASE	MDOT CLASS II (SEE NOTES 4&6)	12"
G	GEOGRID	N/A	N/A



MDOT TYPE F4 CURB



3" MOUNTABLE CURB



CURB TRANSITION DETAIL

- NOTES:
- CURB TRANSITIONS SHALL BE SMOOTH. PROVIDE SPECIAL FORMING AND LABOR IF NEEDED. CURB TRANSITIONS ARE INCIDENTAL TO CURB WORK.
 - CONTRACTOR SHALL ADJUST THE ELEVATION OF THE TOP OF CURB AS NEEDED TO MAINTAIN THE GUTTER LINE AT A CONSTANT SLOPE BETWEEN THE DIFFERENT CURB CROSS SECTIONS.
 - WHEN PRESENT, THE CURB TRANSITION MAY BEGIN AT A CATCH BASIN OR PAVED SPILLWAY SECTION.

PRIVATE ROAD CONSTRUCTION NOTES:

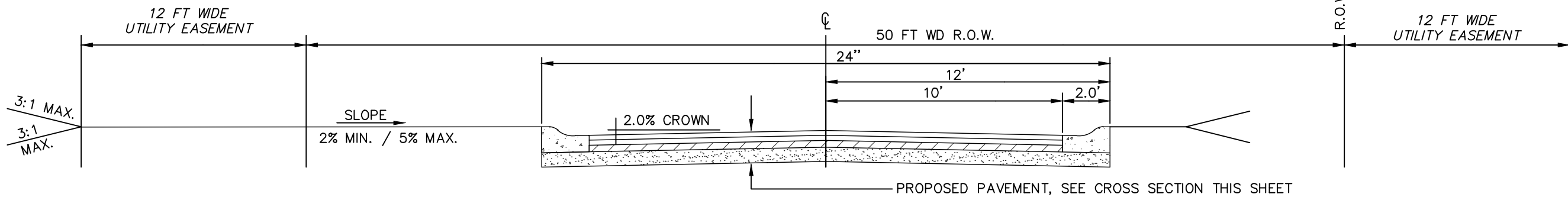
- The grading, roadway and ditch specifications of the Local Municipality are a part of this work. Refer to the General Notes on the project plans for additional requirements.
- Road work shall include site clearing of vegetation and tree stumps; stripping and stockpiling of topsoil for reuse; mass grading cuts and fills; removal of unsuitable soils from the roadway influence area; culvert placement; subgrade preparation including fine grading and proof roll; subgrade undercuts and/or placement of geotextile fabric if needed; placement and preparation of granular subbase and aggregate base courses including fine grading and compaction; placement of concrete curb and gutter; watering of aggregate base within 24 hours of paving to obtain optimum moisture content; bituminous and/or concrete pavement including placement, compaction and bond coats; cleaning of bituminous pavements between courses if needed; preparation, finish work and restoration as needed to connect to existing pavements, ditches, driveways, etc.; adjustment of storm and utility structure castings to match finish grade; placement of shoulders and finish grading of ditches; pavement markings; topsoil placement; seed & mulch; site cleanup; restoration; and other work as shown on the project plans and specifications.
- Existing and proposed grades shown in the road profile view(s) are along the centerline of each road. Refer to the plan view and curve tables on the project plans for horizontal alignment and curve data. Proposed contours for ditches, curbs and road crown may not be shown in the plan view and/or grading plan.
- Contractor shall coordinate scheduling a Pre-Construction Meeting with Engineer prior to commencement of roadway.
- Contractor shall coordinate construction staking, testing, documentation submittal and observation with the appropriate Agency, Surveyor and/or Engineer as required for construction, certification and/or acceptance of the private road(s). All materials used and work done shall meet or exceed the requirements and specifications noted on the project plans. Any materials used or work done that does not meet said requirements and/or specifications shall be replaced and/or redone at Contractor's expense. The Owner/Developer may wait for test results, certifications and/or Agency reviews prior to accepting work.
- Contractor shall take all appropriate job site safety precautions. Refer to the Traffic Control specifications of the appropriate Regulatory Agency for work within a public road right of way.
- Contractor shall take precautions to prevent contamination of road materials during handling, installation and construction procedures. Contaminated materials shall be removed and replaced at Contractor's expense.
- Clear vision areas shall be created where required; refer to the Clear Vision Area detail on the project plans. Relocate existing signs/utilities as acceptable to the appropriate Agency. Owner/Developer shall coordinate installation of permanent street signage after completion of roadway.
- When side slopes within utility easements exceed 1 on 10 (10%), Contractor shall rough grade a flat shelf within the easement area as acceptable to Engineer and restore following underground utility installation.

CONCRETE CURB NOTES:

- Refer to the project plans for the proposed locations of the specific curb types.
- The construction specifications of the appropriate Local Municipality are a part of this work. Refer to the General Notes and Curb Cross Section Details on the project plans for additional requirements.
- Extend the base and/or subbase material of the appropriate adjacent pavement cross-section horizontally to 1 foot behind the back of curb. Concrete curb shall be constructed on no less than 6" of combined depth of compacted base/subbase material.
- Concrete material shall meet or exceed the specification requirements of the appropriate Local Municipality. If not specified by the Local Municipality, then the concrete material shall be MDOT P1 (I-A) 6.0 sack concrete pavement mixture with a minimum 28 day design compressive strength of 4,000 PSI and 6.5% (+/-1.3%) entrained air. Contractor shall submit concrete mix design and aggregate mechanical analysis report to the Local Municipality and Engineer for review and approval prior to use.
- Install transverse contraction control joints in accordance with the Local Municipality requirements. If not specified by the Local Municipality, then install transverse contraction control joints in curb with 1" minimum depth at 10' on center. Tool joints in fresh concrete or saw cut within 8 hours.
- Install transverse expansion control joints in accordance with the Local Municipality requirements. If not specified by the Local Municipality, then install transverse expansion control joints in curb as follows: 400' maximum on center, at spring points of intersecting streets and within 10' on each side of catch basins. Transverse expansion control joints shall be 1" thick asphalt fiber joint filler matching entire curb cross section.
- Provide 1" asphalt fiber control joint between back of curb and all other concrete structures, such as concrete sidewalks and concrete driveways.
- Curb Contractor shall provide final adjustment of catch basin castings in curb line. Castings shall be tucked pointed to structure water tight with concrete or mortar inside and outside of casting.
- Install curb cuts for all existing and proposed sidewalks and pedestrian ramps in accordance with the American Disabilities Act and the Barrier Free Design requirements of the appropriate Local, County and/or State Agency. Refer to MDOT Standard Plan R-28, latest revision. Install curb cuts for all existing and proposed vehicular ramps and drives as noted on the project plans.

GENERAL NOTES:

- Contractor shall perform the work in accordance with the requirements of the appropriate Local, County and State Agencies and all other Government and Regulatory Agencies with jurisdiction over the project. Contractor shall notify the appropriate Agencies in advance of each stage of work in accordance with each Agency's requirements.
- Contractor shall comply with all permit, insurance, licensing and inspection requirements associated with the work. Prior to construction, Contractor and Owner/Developer shall determine who is responsible for obtaining each required permit. Contractor shall verify that the each required permit has been obtained prior to commencement of the stage of work associated with the required permit(s).
- Contractor shall furnish liability insurance and property damage insurance to save harmless the Owner, Developer, Architect, Engineer, Surveyor and Government Agencies for any accident occurring during the construction period. Refer to the appropriate Local, County and State Agencies for additional requirements. Copies of insurance certifications shall be made available to the Owner/Developer.
- Contractor shall conduct and perform work in a safe and competent manner. Contractor shall perform all necessary measures to provide for traffic and pedestrian safety from the start of work and through substantial completion. Contractor shall determine procedures and provide safety equipment such as traffic controls, warning devices, temporary pavement markings and signs as needed. Contractor shall comply with the safety standards of the State Department of Labor, the occupational health standards of the State Department of Health and safety regulations of the appropriate Local, County, State and Federal Agencies. Refer to the safety specifications of the appropriate Regulatory Agencies. The Contractor shall designate a qualified employee with complete job site authority over the work and safety precautions; said designated employee shall be on site at all times during the work.
- Contractor shall coordinate scheduling of all work in the proper sequence, including work by Subcontractors. Additional costs due to improper planning by Contractor or work done out of sequence as determined by standard acceptable construction practices, shall be Contractor's responsibility.
- Contractor shall contact the 811 Underground Public Utility Locating System or other appropriate local underground utility locating Agency, a minimum of three (3) working days prior to construction. Existing utility information on the project plans may be from information disclosed to this firm by the Utility Companies, Local, County or State Agencies, and/or various other sources. No guarantee is given as to the completeness or accuracy thereof. Prior to construction, locations and depths of all existing utilities (in possible conflict with the proposed improvements) shall be verified in the field.
- Contractor shall coordinate scheduling a Pre-Construction Meeting with Engineer prior to commencement of work.
- The Local Municipality, County and/or State in which the project is located may require an Engineer's Certification of construction of the proposed site improvements. Contractor shall verify the certification requirements with Engineer prior to commencement of work. Contractor shall coordinate construction staking, testing, documentation submittal and observation with the appropriate Agency, Surveyor and/or Engineer as required for Engineer's Certification and Government Agency Acceptance. All materials used and work done shall meet or exceed the requirements of certification and acceptance, the contract documents and the material specifications noted on the project plans. Any materials used or work done that does not meet said requirements, contract documents and/or specifications shall be replaced and/or redone at Contractor's expense. The Owner/Developer may wait for test results, certifications and/or Agency reviews prior to accepting work.
- Engineer may provide subsurface soil evaluation results, if available, to Contractor upon request. Subsurface soil evaluation results, soils maps and/or any other documentation does NOT guarantee existing soil conditions or that sufficient, acceptable on-site granular material is available for use as structural fill, pipe bedding, pipe backfill, road subbase or use as any other granular material specified on the project plans. On-site granular material that meets or exceeds the material specifications noted on the project plans may be used as structural fill, pipe bedding, pipe backfill and/or road subbase material. On-site granular material shall be stockpiled and tested as acceptable to the appropriate Agency and/or Engineer prior to use.
- During the performance of their work, Contractor shall be solely responsible for determining soil conditions and appropriate construction methods based on the actual field conditions. Contractor shall furnish, install and maintain sheeting, shoring, bracing and/or other tools and equipment and/or construction techniques as needed for the safety and protection of the workers, pedestrians and vehicular traffic and for protection of adjacent structures and site improvements.
- Contractor shall install temporary and permanent soil erosion and sedimentation control devices at the appropriate stages of construction in accordance with the appropriate regulatory Agencies. Refer to Soil Erosion and Sedimentation Control Plans and Notes on the project plans.
- Structural fill shall be placed as specified on the project plans and within the 1 on 1 influence zone of all structures, paved areas and other areas subject to vehicular traffic. Structural fill shall be placed using the controlled density method (12" maximum lifts, compacted to 95% maximum unit weight, modified proctor). Fill material shall meet or exceed the specifications noted on the project plans or as directed by Engineer when not specified on the project plans.
- All existing monuments, property corners, ground control and benchmarks shall be protected and preserved; and if disturbed by Contractor, shall be restored at Contractor's expense. Contractor shall notify Surveyor of any conflicts between existing monuments, property corners, ground control and/or benchmarks and the proposed site improvements.
- Contractor shall notify Owner/Developer and Engineer immediately upon encountering any field conditions, which are inconsistent with the project plans and/or specifications.
- When noted on the project plans for demolition and/or removal, Contractor shall remove existing structures, building and debris and recycle and/or dispose of in accordance with Local, County, State and Federal regulations.
- Contractor shall remove excess construction materials and debris from site and perform restoration in accordance with the project plans and specifications. Disposing of excess materials and debris shall be performed in accordance with Local, County, State and Federal regulations.
- Construction access to the site shall be located as acceptable to the Owner/Developer and to the appropriate Local, County and/or State Agency with jurisdiction over the road(s) providing access to the site. Construction access shall be maintained and cleaned in accordance with the appropriate Local, County and/or State Agencies and as directed by Owner/Developer and/or Engineer.
- Contractor shall take necessary precautions to protect all site improvements from heavy equipment and construction procedures. Damage resulting from Contractor actions shall be repaired at Contractor's expense.



TYPICAL PRIVATE ROAD CROSS SECTION

NOT TO SCALE

DESIGN:WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG						
CHECK: WMP						

MOUNTAIN TOP ESTATES SITE CONDOMINIUM

GENERAL NOTES & DETAILS

CLIENT:	SCALE: AS NOTED
MOUNTAIN TOP ESTATES, LLC P.O. BOX 469 BRIGHTON, MICHIGAN 48116 810-229-2752	PROJECT No.: 183568 DWG NAME: 3568 DT ISSUED: APRIL 5, 2019



DT1



May 8, 2019

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attention:	Kelly Van Marter, AICP Planning Director and Assistant Township Manager
Subject:	Proposed amendments to Articles 7 and 25 of the Township Zoning Ordinance

Dear Commissioners:

As requested, we have prepared this memo to assist the Planning Commission with its consideration of amendments (enclosed) proposed to Articles 7 (Commercial and Service Districts) and 25 (Definitions) of the Township Zoning Ordinance.

The proposed amendments to Article 7 include minor modifications to current uses, as well as the inclusion of new uses, along with specific conditions for the new uses, as follows:

Modifications to current uses/conditions

- Child care centers are currently permitted by right in OSD, NSD and GCD, but not allowed in RCD; the proposal would add this as a permitted use in RCD. The conditions of footnote (e) are also being amended to reference state requirements for such uses.
- Schools are currently permitted by right in OSD; the proposal would change this to a special land use.
- Vocational and technical training facilities are currently permitted by right in OSD, GCD and RCD; the proposal would change this to a special land use in OSD.
- Churches and similar places of worship are currently permitted by right in NSD and GCD, but not listed in RCD; the proposal would add this as a by right use in RCD. As a point of reference, this change was made so that such uses are treated the same as other assembly uses in accordance with federal law.
- Public/governmental buildings are currently permitted by right in OSD, NSD and GCD; the proposal would change it to a special land use in OSD and add it as a by right use in RCD.
- Footnotes (h) and (t) are being cleaned up with respect to utility references.
- Footnote (k) would include a reference to the hazardous material/fuel storage requirements for automobile service stations.

New uses

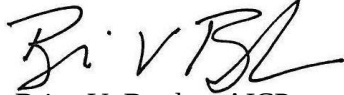
- Brewpubs would be permitted by right in GCD and RCD.
- Micro-brewery, small distillery and small winery would be added as special land uses in GCD and RCD, along with specific conditions (footnote y).
- Climate-controlled indoor commercial storage would be added as a special land use in RCD and GCD, along with specific conditions (footnote z).
- Upper floor dwelling units would be added as a special land use in OSD, NSD and GCD, along with specific conditions (footnote aa).

The proposed amendments to Article 25 are generally limited to the new uses being added to Article 7 (brewpub, climate controlled indoor commercial storage and small winery), although edits are also proposed to mini/self-storage to make a clearer distinction between those uses and the proposed use of climate-controlled indoor commercial storage.

Should you have any questions concerning this matter, please do not hesitate to contact our office. I can be reached by phone at (248) 586-0505, or via e-mail at bborden@safebuilt.com.

Respectfully,

SAFEBUILT STUDIO

A handwritten signature in black ink, appearing to read "B. V. Borden". The signature is fluid and cursive, with the first letter of each name being capitalized and prominent.

Brian V. Borden, AICP
Planning Manager

SVI Properties

May 8 2019

Ms. Kelly VanMarter, AICP
Assistant Township Manager/
Community Development Director
Genoa Charter Township
2911 Dorr Road
Brighton, MI 48116

Dear Kelly,

This letter is a follow up to the email communications on April 23 and 29th shared among your office, Vince DeAngelis and me regarding the Premier Genoa LLC presentation to the Genoa Township Planning Commission held on April 8, 2019.

As we understand the status of our proposed project and the forward looking process, the Township prefers to proceed with a text amendment to allow the self storage use. The Township's concern regarding the PUD plan presented is that the existing gas station creates an immediate non-conforming use under a Non-Residential PUD (NR-PUD) option and the type of flexible building proposed for the storage use, which will create an option for future adaptive reuse, would be in conflict with architectural requirements under the NR-PUD.

This leaves the Redevelopment PUD (RDPUD) as the best option to pursue. The RDPUD is not a rezoning but an overlay to the existing zoning, which for the subject parcels is a mix of General Business and Office zoning. The RDPUD as an overlay requires self storage to be included as a permitted use within the underlying General Business district and, therefore, there is a need for a text amendment.

In Brain Borden's PUD review letter dated March 28, 2019, he listed some criteria that the Township and its consultants are considering to include under a new definition of self storage use within the General Business district. We have studied that preliminary criteria being considered and understand the Township's desire to discourage certain design and architectural issues which are typical especially for modern multi-story, climate controlled storage projects.

Based on past experience with developing multi-story, climate control storage projects in general business or similar zoning classes in other communities over the past 20+ years, there are several points which we can suggest as possible criteria or conditions we hope will be considered by the Township as it develops a text amendment.

When considering design criteria and determining required construction materials, as we discussed during our presentation, hard coded building material requirements can be in conflict with needs for operational characteristics, adaptability and energy efficiency. There are criteria which can be incorporated within an ordinance which are specific, yet objective and measurable, as opposed to mandating materials or listing prohibitions and these objective requirements can guide developers toward higher level design and also allow leeway if a proposed project plans' elements mute perceived negative visual impacts.

SVI Properties

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Ms. Kelly VanMarter
May 8, 2019

Some areas for objective ordinance standards that can aid flexibility and protect the Township's interests may include;

1. Setback limits
2. Use and zoning adjacency
3. Visibility and design requirements according to road type and traffic volume
4. Construction, design and percentage use of materials aggregated by all uses

Below are suggestions of some of these blended objective standards that can provide development flexibility and still achieve many of the Township's design goals.

- A. Percentage of exterior materials required for a multi-story indoor storage building located in a General Business District shall be a minimum of 25% glass on *the aggregate* of all building faces of all uses which front a Major Thoroughfare.
(Rationale; storage use seeks to expose its interior doors to high profile, high traffic roads)
- B. The 25% minimum area shall also apply to a storage building(s) or aggregation of storage building(s) and other uses on a proposed site that is located within a 150' distance from the nearest building face on the proposed site plan which are adjacent to properties located in any residential, residential PUD or office use zoning districts.
(Rationale; creates a large buffer visually shielding more heavily populated zoning districts)
- C. For self storage building(s) in a General Business District, if a stand-alone, interior storage project must be located at least 150' off the ROW of a Major Thoroughfare and at least 150' from abutting properties with any residential, residential PUD or office use zoning, or a single mixed-use building, planned with at least 50% of self storage use and 50% retail, office or other General Business permitted uses, then the storage use building may have up to 15% of its exterior required glass material as clear glass which may show interior storage doors. In no case may these doors be a contrasting color scheme in which the color could be determined to be an inappropriately bright or a non-harmonious color with the proposed project's overall color scheme.
(Rationale; interior storage use requires some exposure of its interior doors if obscured by other fronting uses or if located a significant distance from its main access road)
- D. A storage building located within the General Business District may reduce its exterior glass material percentage by 80% on any building face(s) along a non-Major Thoroughfare(s) if adjacent or abutting properties are zoned for industrial, mixed-use or industrial PUD. A reduction of glass as an exterior building material shall reduce the amount of clear glass permitted.
(Rationale; not all projects located on public roads require the same level of exterior design, as suggested in sample storage language provided in March 28th review letter, on main road frontage versus as rear or minor road frontage, IE retail strip, restaurant and big box retail located on Grand River frontage that also shares White Horse Drive as its rear access drive. Additionally, this design flexibility allows storage to be consistent with adjacent industrial uses)

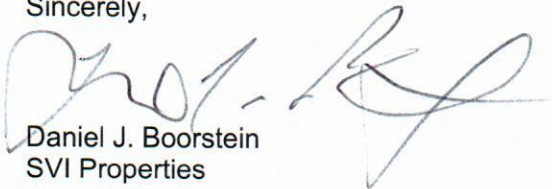
SVI Properties

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There may be different language or other objective criteria that meet the Township's design concerns for this use within a General Business zoning district, however, definitions of issues specifically for our plan may best be captured within the RDPUD documentation.

We appreciate the opportunity to offer suggestions for a text amendment and we look forward to engaging in a productive dialogue on these issues as we submit our PUD plan in the coming weeks.

Sincerely,



Daniel J. Boorstein
SVI Properties

Cc: Michael Corrigan
Vincent DeAngelis
Wayne Perry
Doug Necci

ARTICLE 7
COMMERCIAL AND SERVICE DISTRICTS
(OSD, NSD, GCD, RCD)

Sec. 7.01 STATEMENT OF PURPOSE

- 7.01.01 **Office Service District:** The Professional Office Service District (OSD) is established to accommodate office and services needed uses to serve nearby residential neighborhoods and the community overall. This district is also intended to serve as a transitional use to protect residential districts and to avoid undesirable commercial strip development. It is intended further that all activities in the Professional Office Service District shall be conducted entirely within wholly enclosed permanent buildings, except parking of employee and customer vehicles and the loading or unloading of commercial vehicles.
- 7.01.02 **Neighborhood Services District:** The Neighborhood Services District (NSD) is established to accommodate retail business and services to serve the needs of nearby residential neighborhoods. It is intended further that all activities in the Neighborhood Services District shall be conducted entirely within wholly enclosed permanent buildings, except parking of employees' and customers' vehicles and the loading or unloading of commercial vehicles and that all goods produced on the premises shall be sold in the premises where produced.
- 7.01.03 **General Commercial District:** The General Commercial District (GCD) is established to accommodate those retail businesses and services which are intended to serve the requirements of the overall community. The larger size and variety of permitted commercial uses typically generates greater volumes of traffic than neighborhood service establishments. General Commercial Uses require a moderate to large area devoted to off street parking and loading, and generally tend to create problems of congestion, noise and impairment of aesthetic values. These districts are thus intended to be clustered rather than creating an undesirable strip commercial pattern of development. Provisions are included in order to buffer this district from nearby residential areas.
- 7.01.04 **Regional Commercial District:** The Regional Commercial District (RCD) is established to accommodate those retail businesses and services which are intended to serve a retail market area that includes Genoa Township, the surrounding communities and bypass traffic. The large size and variety of permitted commercial uses typically generates significant volumes of vehicular and pedestrian traffic. Regional Commercial Uses require a large area devoted to off street parking and loading, and generally tend to create problems of congestion, noise and impairment of aesthetic values. These uses need to be located in areas that have the transportation, utility and public service infrastructure to serve these intensive uses. By the nature of these uses serving the region beyond Genoa Township, convenient access to regional transportation is necessary. This district is specifically designated for the regional commercial center designated in the Master Plan along Grand River Avenue west of Latson Road, which will be served by the new full service interchange with I-96 at Latson Road.
- 7.01.05 It is intended further that all activities in the OSD, NSD, GCD and RCD shall be conducted entirely within wholly enclosed permanent buildings, except parking of employees and customers vehicles and the loading or unloading of commercial vehicles, unless outdoor activities are approved as a Special Land Use under the provisions of Article 19.

Sec. 7.02 PERMITTED AND SPECIAL LAND USES

7.02.01 List of Uses: In the commercial districts, land, buildings and structures shall be used only for one or more of the following uses. Land and/or buildings in the districts indicated at the top of Table 7.02 may be used for the purposes denoted by a “P” in the column below by right. Land and/or buildings in the districts indicated at the top of Table 7.02 may be used for the purposes denoted by “S” after special land use approval in accordance with the general and specific standards of Article 19 Special Land Uses. A notation of “- -” indicates that the use is not permitted within the district. The “Req.” column indicates additional requirements or conditions applicable to the use.

Table 7.02 Schedule of Commercial Uses						
		OSD	NSD	GCD	RCD	Req.
Retail Uses						
Retail establishments and shopping centers which provide goods such as bakery goods, including bakery items produced on the premises, groceries, produce, meats, provided no slaughtering shall take place on the premises, seafood; dairy products, beverages appliances, electronics, furniture, and home furnishings, apparel, jewelry, art, pharmaceuticals, home improvement supplies, hardware, and garden supplies, sporting goods, bicycles, toys, hobby crafts, videos (rental, and sales), music, musical instruments, books, computer hardware and software, antiques, flower shops, greeting card shops, auto parts and similar establishments not specifically addressed elsewhere	Uses up to 15,000 square feet gross floor area	- -	P	P	P	
	Uses 15,001 - 30,000 square feet of gross floor area	- -	S	P	P	7.02.02(a)
	Uses 30,000 - 60,000 square feet of gross floor area	- -	- -	S	P	7.02.02(a)
	Uses over 60,000 square feet of gross floor area	- -	- -	- -	S	7.02.02(a)
	Pharmacies with drive-up window	- -	S	S	S	7.02.02(b)
Automobile, motorcycle, boat and recreational vehicle sales, new and used		- -	- -	S	S	7.02.02(c)
Outdoor commercial display, sales or storage		- -	S	S	S	7.02.02(d)
Service Uses						
Banquet halls, assembly halls, dance halls, private clubs, fraternal order halls, lodge halls or other similar places of assembly		- -	- -	P	P	
Business services such as mailing, copying, data processing and retail office supplies		P	P	P	P	
Child care centers, preschool and commercial day care		P	P	P	P	7.02.02(e)
Conference Centers		S	- -	S	P	7.02.02(f)
Funeral home or mortuary		S	- -	P	- -	7.02.02(g)
Bed and breakfast inns, hotels and motels with no more than 25 rooms not including accessory convention/meeting facilities or restaurants These uses may include the residence for the owner/manger's family		- -	P	P	P	
Hotels and motels with more than 25 rooms including accessory		- -	- -	P	P	

Table 7.02 Schedule of Commercial Uses						
		OSD	NSD	GCD	RCD	Req.
convention/meeting facilities and restaurants						
Laundromats		--	S	P	--	
Personal and business service establishments, performing services on the premises, including: dry cleaning drop-off stations (without on site processing), photographic studios, copy centers, mailing centers, data processing centers, dressmakers and tailors, shoe repair shops, tanning salons, beauty parlors, barber shops, and similar establishments		P	P	P	P	
Dry cleaning drop-off stations with drive-through service		S	S	S	S	7.02.02(b)
Restaurants, taverns, bars, delicatessen, food carryout, coffee shops, and similar establishments serving food or beverages	Standard restaurants and coffee shops, except as provided below	S	P	P	P	
	Restaurants and bars serving alcoholic beverages	S	S	P	P	
	Bars providing dancing and live music	--	--	P	P	
	Restaurants with open front windows	--	S	S	S	7.02.02(i)
	Restaurants with outdoor seating	--	P	P	P	7.02.02(i)
	Drive-through restaurants	--	--	--	S	7.02.02(j)
	Drive- in restaurants	--	--	S	S	7.02.02(j)
	Carry-out restaurants	--	P	P	P	
	Coffee Shop with drive-through	--	--	S	S	7.02.02(j)
	Brewpub	<u>--</u>	<u>--</u>	<u>P</u>	<u>P</u>	
	Micro-brewery, small distillery and small winery	<u>--</u>	<u>--</u>	<u>S</u>	<u>S</u>	7.02.02(y)
Studios of photographers and artists		P	P	P	P	
Tattoo parlors		--	--	P	P	
Tool and equipment rental, excluding vehicles		--	--	P	P	
Kennel, commercial				S	S	7.02.02(h)
Pet day care center				S	S	7.02.02 (w)
Climate-controlled indoor commercial storage		<u>--</u>	<u>--</u>	<u>S</u>	<u>S</u>	7.02.02(z)
Auto Service Uses						
Minor auto repair establishment		--	--	S	S	7.02.02(k)
Auto/gasoline service station		--	--	--	S	7.02.02(k)
Automobile wash, automatic or self serve		--	--	S	S	7.02.02(l)
Leasing and rental of automobiles, trucks and trailers		--	--	S	--	
Office Service and Medical Uses						
Adult day care facilities		S	--	S	--	
Banks, credit unions, savings and loan establishments and similar	With up to 3 drive-through teller windows	P	S	P	P	7.02.02(m)

Table 7.02 Schedule of Commercial Uses						
		OSD	NSD	GCD	RCD	Req.
financial institutions	With more than 3 drive-through teller windows	S	--	S	S	7.02.02(m)
	Stand alone automatic drive-up teller machines	--	S	S	S	
Hospitals		S	--	--	--	7.02.02(n)
Offices of non-profit professional, civic, social, political and religious organizations		P	P	P	--	
Medical urgent care facilities, medical centers and clinics		S	--	P	--	
Medical offices of doctors, dentists, optometrists, chiropractors, psychiatrists, psychologists and similar or allied professions, excluding clinics, and urgent care centers	Buildings up to 15,000 square feet of gross floor area	P	P	P	P	
	Buildings over 15,000 square feet of gross floor area	S	S	P	P	
Offices of lawyers, engineers, architects, insurance, and real estate agents, financial consultants, and brokers, advertising offices, accounting, and bookkeeping services, clerical, and stenographic services, sales offices, other types of executive, or administrative offices and similar or allied professions	Buildings up to 15,000 square feet of gross floor area	P	P	P	P	
	Buildings between 15,000 and 55,000 square feet of gross floor area	P	S	P	P	
	Buildings over 55,000 square feet of gross floor area	S	--	P	P	
Veterinary hospitals		S	--	S	S	7.02.02(o)
Veterinary clinics without boarding or overnight care		S	S	S	S	7.02.02(x)
Recreation						
Carnivals, fairs, commercial cider mills and amusement parks		--	--	S	--	7.02.02(p)
Leasing and rental of recreational equipment, including but not limited to boats, canoes, motor homes and jet skis, when accessory to a permitted use		--	S	--	--	
Marinas without boat storage or repair		--	S	--	--	
Motion picture theaters		--	--	P	P	
Public parks and open space		P	P	P	P	
Recreation (outdoor) commercial or private, recreation centers, including children's amusement parks, batting cages, and go-cart tracks		--	--	S	S	7.02.02(q)
Miniature golf courses and driving ranges		--	--	S	S	7.02.02(r)
Recreation (indoor) such as bowling alleys, skating rinks, arcades, indoor golf or softball, indoor shooting/archery ranges		--	--	S	S	7.02.02(s)
Health clubs, fitness centers, gyms and aerobic clubs		S	S	P	P	
Education						
Commercial schools and studios for teaching photography, art,		S	S	P	P	

Table 7.02 Schedule of Commercial Uses					
	OSD	NSD	GCD	RCD	Req.
music, theater, dance, martial arts, ballet, etc					
Elementary schools, junior and senior high schools and colleges	P <u>S</u>	--	--	--	
Dormitories or student apartments accessory to a college	S	--	--	--	
Vocational and technical training facilities	P <u>S</u>	--	P	P	
Public/Institutional					
Animal Shelters	--	--	S	S	7.02.02(t)
Bus passenger stations	--	--	S	S	
Churches, temples and similar places of worship and related facilities	S	P	P	<u>P</u>	
Shelters and rehabilitation centers for philanthropic or non-profit institutions			S	S	7.02.02(u)
Essential public services and structures, not including buildings and storage yards	P	P	P	P	
Essential public buildings	--	--	P	--	
Public/government buildings such as; township/state/county offices, public museums, libraries and community centers	P <u>S</u>	P	P	— <u>P</u>	
<u>Residential</u>					
<u>Upper floor dwelling units</u>	<u>S</u>	<u>S</u>	<u>S</u>	--	<u>7.02.02 (aa)</u>
Accessory Uses					
Temporary outdoor sales and Temporary outdoor events	--	P	P	P	7.02.02(v)
Accessory drive-through service not listed above	--	--	S	S	7.02.02(b)
Accessory uses, buildings and structures customarily incidental to any of the above	P	P	P	P	
Accessory fuel storage and use or storage of hazardous materials	--	--	S	S	13.07

(as amended 12/31/06, 3/5/10, 6/2/14, and 02/18/18)

7.02.02 Use Conditions: Uses noted above shall only be allowed where the following requirements are complied with:

- (a) Shopping centers and home improvement centers over 15,000 square feet shall comply with the following requirements:
 - (1) The center shall have access to at least one County Primary Road or roadway with a right-of-way of at least eight six (86) feet.
 - (2) The design of the center shall ensure that vehicular circulation patterns will minimize conflicts between vehicles and pedestrians on-site,
 - (3) The impacts of traffic generated by the center on adjacent streets will be mitigated to ensure a level of service D, or maintenance of the current level of service if lower than D, along the site's frontage and nearest signalized intersections.

- (4) Internal circulation shall be designed such that no intersection includes more than four aisles or drives.
 - (5) Site entrances shall be restricted to three-way movements, with unrestricted inbound movements.
 - (6) Internal drives defined by the ends of aisles shall have raised curbed islands at appropriate locations to define circulation paths and control movements through the parking lot.
 - (7) Loading facilities which serve the commercial establishment in the principal building shall be screened from public view.
 - (8) Any building side facing a public street or residential district shall be constructed with brick, split face block or similar decorative material, unless a landscaped berm is approved by the Township.
 - (9) Any outlots shall have access, circulation and parking designed to complement the entire site.
- (b) Accessory drive-through service for uses other than restaurants and banks shall comply with the following requirements:
- (1) The drive-through facility must be attached to the structure.
 - (2) The drive-through service, including any lighting associated therewith shall be screened from adjacent residential land uses such that it will not impact the use and enjoyment of said residential land use.
 - (3) Clear identification and delineation between the drive-through facility and the parking lot shall be provided.
 - (4) Each drive-through facility shall provide an escape lane to allow other vehicles to pass those waiting to be served. The Planning Commission may waive the requirement for an escape lane where it can be demonstrated that such a waiver will not result in an adverse effect on public safety or the convenience of patrons of the facility.
 - (5) There shall be a minimum of three (3) stacking spaces.
 - (6) The drive-through facility shall be located on the side or rear elevation of the building to minimize visibility from the public or private roadway.
 - (7) The number of on-site directional signage shall be limited to two (2) signs meeting the area and location requirements of Article 16.
 - (8) The principal structure shall be setback a minimum of fifty (50) feet from all lot lines and the public right-of-way, unless a greater setback applies.
 - (9) When located in the NSD district, accessory drive-through service windows for pharmacies/drug stores shall be used only for prescription drug pick-up and drop-off. Only one drive-through service lane is permitted for each pharmacy or drug store structure in the NSD district. (as amended 12/31/06)

- (c) Automobile, motorcycle, boat and recreational vehicle sales, new and used shall comply with the following requirements:
 - (1) Sale space for used mobile homes, recreational vehicles and boats may only be carried on in conjunction with a regularly authorized new mobile home, recreational vehicle or boat sales dealership on the same parcel of land.
 - (2) All outdoor storage areas shall be paved with a permanent, durable and dustless surface and shall be graded and drained to dispose storm water without negatively impact adjacent property. The Township Board, following a recommendation of the Planning Commission and the Township Engineer, may approve a gravel surface for all or part of the display or storage area for low intensity activities, upon a finding that neighboring properties and the environment will not be negatively impacted.
 - (3) No storage or display of vehicles shall be permitted in any landscape greenbelt area, provided the Township may permit a display pod for an automobile within the greenbelt area where it is integrated into the landscape design.
 - (4) The site shall include a building of at least five hundred (500) feet of gross floor area for office use in conjunction with the use.
 - (5) All loading and truck maneuvering shall be accommodated on-site.
 - (6) All outdoor storage area property lines adjacent to a residential district shall provide a buffer zone A as described in Section 12.02. A buffer zone B shall be provided on all other sides. The Planning Commission may approve a six (6) foot high screen wall or fence, or a four (4) foot high landscaped berm as an alternative.
- (d) Commercial Outdoor Display Sales or Storage including, but not limited to, sales or storage of: building/lumber supply, contractor's yards, garden/landscape supplies, nurseries, greenhouses, stone, farm implements, automobiles, trucks, recreational vehicles, mobile homes, boats, jet skis, mowing equipment, construction equipment and similar materials or equipment shall comply with the following requirements:
 - (1) Minimum lot area shall be one (1) acre.
 - (2) Any stockpiles of soils, fertilizer or similar loosely packaged materials shall be sufficiently covered or contained to prevent dust or blowing of materials.
 - (3) All outdoor storage areas shall be paved with a permanent, durable and dustless surface and shall be graded and drained to dispose stormwater without negatively impact adjacent property. The Township Board, following a recommendation of the Planning Commission and the Township Engineer, may approve a gravel surface for all or part of the display or storage area for low intensity activities, upon a finding that neighboring properties and the environment will not be negatively impacted.
 - (4) No outdoor storage shall be permitted in any required yard (setback) of buildings for the district in which the commercial outdoor display, sales or storage use is located. Any approved outdoor sales or display within a parking lot shall meet the required parking lot setback; provided the Planning Commission may require additional landscaping screening or ornamental fencing.

- (5) The site shall include a building of at least five hundred (500) feet of gross floor area for office use in conjunction with the use.
 - (6) All loading and truck maneuvering shall be accommodated on-site.
 - (7) All outdoor storage area property lines adjacent to a residential district shall provide a buffer zone A as described in Section 12.02. A buffer zone B shall be provided on all other sides. The Planning Commission may approve a six (6) foot high screen wall or fence, or a four (4) foot high landscaped berm as an alternative.
 - (8) The height of all material and equipment stored in an outdoor storage area shall not exceed the height of any landscape screening, wall or fence. Boats and recreational vehicles may exceed the height of the fence provided that they are setback from the fence a distance equal to their height. Storage of materials up to the height of the adjacent building wall may be permitted in the rear yard if it is illustrated on the site plan, the rear yard does not abut a residential district, will not be visible from an expressway and such storage is confined to within twenty (20) feet of the building.
- (e) Child day ~~care~~cares shall provide ~~anot less than the~~ minimum ~~of fifty (50) square feet~~amount of indoor ~~play area for each child cared for. There shall be one hundred (100) square feet of~~and outdoor play ~~area for each child that would be using the play area at any one given time, provided~~areas required by the ~~minimum outdoor play area shall be no less than one thousand (1,000) square feet.~~State of Michigan. The required outdoor play area shall be fenced.
- (f) Conference Centers shall comply with the following requirements:
- (1) The site shall have direct access, via lot frontage or an improved road, to at least one paved arterial roadway (County Primary Road).
 - (2) The location, geometric design and throat depth of site access points, and overall internal site circulation, shall prevent unreasonable traffic congestion on public roadways. The level of service shall not be below "D" for any turning movements for any event. A traffic management program shall be submitted as part of the application.
 - (3) Building height shall not exceed thirty-five (35) feet but may be three (3) stories (i.e. a permitted exception from the maximum number of stories allowed for other buildings in the various zoning districts).
 - (4) Minimum floor area shall be ten thousand (10,000) square feet of usable conference rooms, meeting rooms, banquet rooms and pre-function space.
 - (5) Minimum building and outdoor use areas shall be setback at least one-hundred (100) feet from any property line of residentially zoned and/or seventy-five (75) feet from any other property line. Buffer zones shall be provided as required for "community commercial" uses in Section 12.02. The Planning Commission may reduce the required setbacks by up to fifty percent (50%) where more extensive landscaping or existing features provide an extensive screen.
 - (6) Parking setbacks shall be forty (40) feet in the front yard, twenty-five (25) feet for side and rear yards adjacent to residential uses, and ten (10) feet elsewhere.

- (7) The proposed building(s) may provide atriums, lobbies, or other public gathering places.
 - (8) The accessory uses, specialty shops, and activity centers shall be customarily incidental to the primary components of the conference center.
 - (9) All uses, except for off-street parking or loading spaces and approved outdoor gathering places (such as courtyards, plazas, etc.) shall be conducted within a completely enclosed building. Sales, display, and outdoor storage of any commodities or storage containers, vehicles or other uses shall be expressly prohibited.
 - (10) In addition to other requirements, the Impact Assessment shall describe intended and anticipated number, type and frequency of events that may be expected at the proposed site including hours of operation. Include information about outdoor receptions and the location where they may be held.
- (g) Funeral homes shall comply with the following requirements:
- (1) Minimum lot area shall be one (1) acre and minimum lot width shall be one hundred and fifty (150) feet.
 - (2) An off-street vehicle assembly area shall be provided to be used in support of funeral processions and activities. This area shall be in addition to the required off-street parking and its related maneuvering area.
- (h) Commercial kennels shall comply with the following requirements:
- (1) For kennels housing dogs, the minimum lot size shall be two (2) acres for the first four (4) dogs and an additional one-third (1/3) acre for each one (1) additional dog.
 - (2) Buildings wherein dogs are kept, dog runs, and/or exercise areas shall not be located nearer than five hundred (500) feet to a residential use or property line, two hundred (200) feet from any adjacent principal building or unit, and shall be setback one hundred and fifty (150) feet to any lot line and/or road right-of-way.
 - (3) Adequate odor control measures shall be implemented so that odor from inside or outside the kennel will not be discernible outside the building.
 - (4) All kennels shall be operated in conformance with all applicable county and state regulations and operated by a licensed operator.
 - (5) Any dog and food waste shall be properly and lawfully disposed of to not create a litter, insect, rodent, vermin or offensive odor nuisance. Approval from the ~~GENOA~~Genoa MHOG ~~UTILITY DEPARTMENT~~Utility Authority Department, the Drain Commissioner and Health Department shall be provided as part of the special use application.
 - (6) The applicant may be required to post a financial guarantee, the amount of which to be determined by the Township board, before a permit is granted or renewed.

- (7) The application shall include a floor plan for the facility that indicates noise insulation measures.
- (8) All enclosures for breeding, rearing, shelter, or other uses in connection with harboring of animals, shall be hard surfaces and provided with proper drains for washing with water pressure.
- (9) The applicant shall provide a waste management plan detailing both indoor and outdoor waste management procedures to ensure animal waste is not discharged to surface or storm water. Outdoor animal areas shall be designated and shall consist of properly maintained lawn, special canine grass or other methods as approved by the Planning Commission following a recommendation by the Township Engineer.
- (10) Such facilities shall be subject to other conditions and requirements necessary to ensure against the occurrence of any possible nuisance (i.e., fencing, sound-proofing, sanitary requirements).
- (11) Applicants shall submit, at the time of special land use application, a proposed site plan and floor plan and written operating procedures including waste and noise management methods, such as those recommended by the International Boarding and Pet Services Association (IBPSA). These procedures shall be followed for the duration of the business and shall be designed to prevent or control animal behavior that may adversely impact surrounding uses, including loud or excessive barking.
- (12) All animals shall be kept indoors between the hours of 10:00 PM and 8:00 AM. (as amended (02/18/18))
- (i) Open front restaurant (window service) and restaurants with outdoor seating shall comply with the following requirements:
 - (1) All trash containers shall be provided outside. Both recycle bins and trash receptacles shall be provided.
 - (2) For open front restaurants with window service, all signs for an open front window placed on the building shall be flat; and interior signs visible to patrons through glass or an opening shall not exceed twenty-five percent (25%) of that area.
 - (3) Additional parking shall be provided for outdoor seating and standing areas.
 - (4) Outdoor noise shall not be greater than that commonly associated with a restaurant. The Township Board may place restriction on outdoor speakers or hours of operation to control the noise.
 - (5) The Zoning Administrator shall approve a land use permit for any outdoor seating including a sketch plan illustrating seating areas, enclosures/railings, sufficient off-street parking and lighting. (as amended 12/31/06)
- (j) Restaurants or coffee shops with drive-in or drive-through facilities shall comply with the following requirements:
 - (1) Principal and accessory buildings shall be setback fifty (50) feet from any adjacent public right of way line or property line.

- (2) The establishment of a new drive-through restaurant shall require the lot be separated a minimum of five hundred (500) feet from any other lot containing a drive-through restaurant.
 - (3) Only one (1) access shall be provided onto any street.
 - (4) Such restaurants constructed adjacent to other commercial developments shall have a direct vehicular access connection where possible. (as amended 3/5/10)
- (k) Automobile service stations and maintenance establishments (including those accessory to another use) shall comply with the following requirements:
- (1) There shall be a minimum lot area of one (1) acre and minimum lot frontage of two hundred fifty (250) feet.
 - (2) Pump islands shall be a minimum of twenty (20) feet from any public right of way or lot line, and at least forty (40) feet from any residential lot line.
 - (3) Access driveways shall meet the standards of Article 15; turning movements may be restricted in consideration of traffic conditions. Only one driveway shall be permitted from each street unless the Planning Commission determines additional driveways will be consistent with the purpose of Article 15.
 - (4) Where adjoining residentially zoned or used property, a solid fence or wall six (6) feet in height shall be erected along any common lot line. Such fence or wall shall be continuously maintained in good condition. The Planning Commission may approve a landscaped berm as an alternative.
 - (5) All repair work shall be conducted completely within an enclosed building. Garage doors shall not face any public roadway except as approved by the Planning Commission under the following circumstances:
 - a. For through garages where doors are provided on the front and rear of the building;
 - b. Garages located on corner or through lots; and,
 - c. ~~Were~~Where the Planning Commission determines that a rear garage would have a negative impact on an abutting residential district.

Under these circumstances the Planning Commission may require additional landscape screening above and beyond what is required for street frontage landscaping.
 - (6) There shall be no outdoor storage or display of vehicle components and parts, supplies, or equipment or other merchandise, except within an area defined on the site plan approved by the Planning Commission and which extends no more than ten (10) feet beyond the building.

- (7) Storage of wrecked, partially dismantled, or other derelict vehicles is prohibited, unless such storage is required under police or court order. Vehicles shall not be stored outdoors for more than seven (7) days in any thirty (30) day period.
- (8) Storage of gasoline shall be at least four hundred (400) feet from churches, schools or similar public/quasi public places of assembly.
- (9) Below ground fuel storage tanks shall be at least two thousand (2000) feet from any drinking water well serving two or more residential units.
- (10) The design and materials of the canopy shall be compatible with the main building. The proposed clearance of any canopy shall be noted on the site plan. Any signs, logo or identifying paint scheme on the canopy shall be reviewed by the Planning Commission and considered part of the maximum wall sign permitted. Details on the canopy lighting shall be provided to ensure there is no glare on the public streets or adjacent property, and that lighting levels are in accordance with Section 12.03. Canopy lighting shall be recessed such that the light source cannot be seen from off site.
- (11) The applicant shall submit a Pollution Incidence Protection Plan (PIPP) as part of the Impact Assessment. The PIPP shall describe measures to prevent groundwater contamination caused by accidental gasoline spills or leakage, such as: special check valves, drain back catch basins and automatic shut off valves.
- (12) In the event that an automobile service station use has been abandoned or terminated for a period of more than one (1) year, all underground gasoline storage tanks shall be removed from the premises.
- (13) The establishment of a new automobile service station shall require the lot to be separated a minimum of five hundred (500) feet from any other lot containing an existing automobile service station.

(14) Automobile service stations and maintenance establishments shall comply with the requirements of Section 13.07 Hazardous Materials and Fuel Storage

- (l) Automobile washes, automatic or self-service, shall comply with the following requirements:
 - (1) Only one (1) ingress/egress driveway shall be permitted on any single street.
 - (2) Where adjoining a residential district, a solid fence or wall six (6) feet in height shall be erected along any common lot line. Such fence or wall shall be continuously maintained in good condition. The Planning Commission may require landscaping, including a berm, as an alternative.
 - (3) All washing facilities shall be within a completely enclosed building.
 - (4) Vacuuming and drying may be located outside the building, but shall not be in the required front yard and shall be set back at least fifty (50) feet from any residential district.
 - (5) All cars required to wait for access to the facilities shall be provided stacking spaces fully off the street right-of-way which does not conflict with vehicle maneuvering

areas to access gasoline pumps or vacuums, and as required Article 14, Parking and Loading-Unloading Standards.

- (m) Banks, credit unions, savings and loan institutions with drive-through facilities shall only be permitted one (1) ingress/egress driveway, or one (1) pair of one-way driveways along any street.
- (n) Hospitals shall comply with the following requirements:
 - (1) Building shall not exceed a height of four (4) stories.
 - (2) Minimum site size shall be twenty (20) acres.
 - (3) The proposed site shall have at least one property line abutting a primary road as classified by the Livingston County Road Commission, or along a roadway with a right-of-way of at least eight six (86) feet.
 - (4) Front, side and rear yard minimum setback shall be fifty (50) feet.
 - (5) Parking setback shall be forty (40) feet in the front yard, twenty (20) feet for side and rear yards.
 - (6) Emergency room, ambulance and delivery areas shall be screened from public view with an obscuring wall and/or landscaping a minimum of six (6) feet in height.
 - (7) Auxiliary uses, such as a pharmacy, gift shop, cafeteria, medical office buildings with required parking and similar customary hospital related uses shall be allowed.
- (o) Veterinary hospitals which include overnight stays and/or boarding of animals shall comply with the following requirements:
 - (1) The principal accessory building or structure shall be setback seventy five (75) feet from the front property line and fifty (50) feet from all other property lines.
 - (2) All principal use activities shall be conducted within a totally enclosed principal building.
 - (3) The applicant shall provide a waste management plan detailing both indoor and outdoor waste management procedures to ensure animal waste is not discharged to surface or storm water. Outdoor animal areas shall be designated and shall consist of properly maintained lawn, special canine grass or other methods as approved by the Planning Commission following a recommendation by the Township Engineer.
 - (4) Adequate odor control measures shall be implemented so that odor from inside or outside the veterinary hospital will not be discernible outside the building.
 - (5) Applicants shall submit, at the time of special land use application, a proposed site plan and floor plan and written operating procedures including waste and noise management methods, such as those recommended by the International Boarding and Pet Services Association (IBPSA). These procedures shall be followed for the duration of the business and shall be designed to prevent or control animal behavior

that may adversely impact surrounding uses, including loud or excessive barking. (as amended 02/18/18)

- (p) Carnivals, fairs, commercial cider mills and amusement parks shall comply with the following requirements:
- (1) Minimum lot size shall be ten (10) acres.
 - (2) A site plan shall be provided clearly defining activity areas using fences, buildings, walkways or other suitable barriers.
 - (3) All buildings, structures and parking shall be at least three hundred (300) feet from any dwelling unit excluding any dwelling unit on the site.
 - (4) The Township Board may require placement of a six (6) foot high fence around all or part of the site.
 - (5) Access shall be provided onto a primary road, as designated by the Livingston County Road Commission. Access shall be controlled, with capability to accommodate at least three (3) lanes of ingress traffic. At least three hundred (300) feet on stacking (queuing) area shall be provided on site before parking fee collection.
 - (6) The amount of on-site parking shall be deemed sufficient.
 - (7) Maximum coverage by buildings and structures shall be twenty percent (20%).
 - (8) The Township Board may require posting of a performance bond or other form of financial guarantee. The bond shall be in an amount determined by the Board as necessary to cover any potential damage or clean-up on the site or adjacent properties.
 - (9) The Township Board may establish limits on hours of operation, time limits on validity of special use permit, or any other measures deemed necessary to minimize negative impacts on nearby uses and traffic operations along public streets.
 - (10) Prior to issuance of a Special Land Use Permit, the applicant shall provide evidence of public liability insurance and property damage insurance to cover potential liability for death or injury to persons, or damage to property, which may result from the conduct of the activity.
- (q) Commercial Outdoor Recreation Establishments (excluding golf related uses) shall comply with the following requirements:
- (1) Such uses shall include, but need not be limited to, the following: recreational fields, rinks or courts, including football, softball, soccer, tennis, basketball, ice skating, and similar activities, swimming pools open to the general public or operated by a private non-profit organization, archery and shooting ranges, animal racing, go-cart, automobile or motorcycle tracks, music concert pavilions and band shells, amusement parks and uses accessory to the above uses, such as refreshment stands, retail shops selling items related to the above uses, maintenance buildings, office for management functions, spectator seating and service areas, including locker rooms and rest rooms.

- (2) The site shall be adequate to accommodate the intended use(s), parking and adequate buffer areas without significant impact on nearby properties in terms of noise, traffic, lighting glare, views, odors, trespassing, dust or blowing debris, as determined by the Planning Commission. The applicant shall provide documentation the site size is adequate using national facility standards.
 - (3) The site shall be located on a paved street which is classified as a Primary Route by the Livingston County Road Commission.
 - (4) No building or spectator seating facility shall be located within one hundred (100) feet of a property line.
 - (5) The site shall be periodically cleared of debris.
- (r) Golf Driving Ranges, Miniature Golf Courses shall comply with the following requirements:
 - (1) All traffic ingress and egress shall be from a Primary Road, as classified by the Livingston County Road Commission.
 - (2) Any lot line abutting a residential district shall provide a fifty (50) foot wide, landscaped buffer zone A, as defined in Section 12.02.
 - (3) A minimum twenty (20) foot wide greenbelt, as described in Section 12.02, shall be provided along any public street or highway.
 - (4) Site size shall be adequate to retain all golf balls within the site by means of a fence no more than six (6) feet high.
 - (5) The Planning Commission may restrict the hours of operation in consideration of the adjacent land uses and zoning.
- (s) Indoor commercial recreation: (bowling alleys, ice arenas, skating rinks, etc.) shall comply with the following requirements:
 - (1) The principal and accessory buildings and structures shall be not be located within one-hundred (100) feet of any residential district or permitted residential use.
 - (2) All uses shall be conducted completely within a fully enclosed building.
- (t) Animal shelters shall comply with the following requirements:
 - (1) Buildings wherein dogs are kept, dog runs, and/or exercise areas shall not be located nearer than five hundred (500) feet to a residential use or property line, two hundred (200) feet from any adjacent principal building or unit, and shall be setback one hundred and fifty (150) feet to any lot line and/or road right-of-way.
 - (2) Adequate odor control measures shall be implemented so that odor from inside or outside the animal shelter will not be discernible outside the building.
 - (3) All shelters shall be operated in conformance with all applicable county and state regulations and operated by a licensed operator.

- (4) Any dog and food waste shall be properly and lawfully disposed of to not create a litter, insect, rodent, vermin or offensive odor nuisance. Approval from the ~~GENOA~~Genoa MHOG ~~UTILITY DEPARTMENT~~Utility ~~Authority~~Department, Drain Commissioner and Health Department shall be provided as part of the special use application.
 - (5) The applicant shall provide a waste management plan detailing both indoor and outdoor waste management procedures to ensure animal waste is not discharged to surface or storm water. Outdoor animal areas shall be designated and shall consist of properly maintained lawn, special canine grass or other methods as approved by the Planning Commission following a recommendation by the Township Engineer.
 - (6) The applicant may be required to post a financial guarantee, the amount of which to be determined by the Township board, before a permit is granted or renewed.
 - (7) The application shall include a floor plan for the facility that indicates noise insulation measures.
 - (8) All enclosures for breeding, rearing, shelter, or other uses in connection with harboring of animals, shall be hard surfaces and provided with proper drains for washing with water pressure.
 - (9) Such facilities shall be subject to other conditions and requirements necessary to ensure against the occurrence of any possible nuisance (i.e., fencing, sound-proofing, sanitary requirements).
 - (10) Applicants shall submit, at the time of special land use application, a proposed site plan and floor plan and written operating procedures including waste and noise management methods, such as those recommended by the International Boarding and Pet Services Association (IBPSA). These procedures shall be designed to prevent or control animal behavior that may adversely impact surrounding uses, including loud or excessive barking. (as amended (02/18/18))
- (u) Shelters and rehabilitation centers for philanthropic or non-profit institutions shall comply with the following requirements:
- (1) The center shall have access to at least one County Primary Road, State Trunkline or roadway with a right-of-way of at least eight six (86) feet.
 - (2) The site shall not be located within five hundred (500) feet of a residential zoning district. (as amended 12/31/06)
- (v) Temporary outdoor sales and Temporary outdoor events may be permitted on the same lot with a developed permitted use and shall comply with the following conditions:
- (1) The total of all such uses on any given lot shall be allowed for a combined total of a maximum of twenty-eight (28) days during a calendar year.
 - (2) There shall be no outside vendors. Merchandise sold or service provided shall be that of the regular use in the principal building of the site. Proof of tenant occupancy in the principal building shall be provided to the satisfaction of the Zoning Administrator.

- (3) All such uses shall be contained on-site and shall not have an adverse impact on adjacent properties or the surrounding neighborhood. Parking shall be provided on-site and shall not exceed parking and/or occupancy loads.
 - (4) Such uses shall not occupy or utilize the street right-of-way nor block traffic movement on the street, and shall not interfere with pedestrian's use of the sidewalks. Available sanitation facilities must be adequate to meet the requirements of the expected attendance and any temporary facilities shall be approved for use by the Livingston County Health Department. Traffic and dust control measures shall be utilized as deemed necessary by the Zoning Administrator throughout the duration of the sale or event.
 - (5) In addition to being subject to Genoa Township Ordinances, such uses shall be subject to all other applicable law, rules, and regulations including but not limited to the Livingston County Sanitary Code, the regulations of the Livingston County Health Department, Building Department, Road Commission, Drain Commission, Sheriff's Department and the Brighton Area Fire Authority, as applicable. The applicant shall allow for inspections by Township officials, the Brighton Area Fire Authority and all other public agencies having jurisdiction.
 - (6) The applicant shall submit and obtain the Zoning Administrator's approval of a Land Use Permit for each Temporary outdoor sale and/or Temporary outdoor event prior to each such use. The application for Land Use Permit shall include a site plan illustrating location of structures and sale/event areas (with setbacks), sufficient off-street parking, means of ingress/egress, location of utilities, fire lanes, proposed and existing lighting and signs prior to initiation of such activity.
 - (7) The use of any sound system shall be controlled so as not to become a nuisance to adjacent properties and shall comply with the Township Noise Ordinance.
 - (8) Failure to comply with any of the standards within this section shall constitute grounds for immediate termination of the Land Use Permit for the temporary sale and/or event.
 - (9) The restrictions set forth herein shall be enforceable except to the extent pre-empted by state law.
- (w) Pet Daycare Centers (as differentiated from Kennels, which commonly have outdoor runs and are primarily operated for purposes of sheltering, boarding, impounding, keeping or breeding of animals with minimal social interaction among animals), including retail sale of dog care products, grooming, overnight boarding, and outdoor play area, provided the following conditions are met:
- (1) Hours of operation open to the public are limited to twelve (12) hours per day and shall not extend later than 7 p.m.
 - (2) There shall not be individual, outdoor dog runs.

- (3) Walls, partitions and floor/ceilings assemblies separating dog daycare facilities from adjacent uses shall adequately soundproofed with a sound transmission class over sixty (60) and shall be constructed so that there will be no emission of noise detrimental to surrounding properties. The applicant shall provide a noise impact study performed by a certified acoustical engineer to ensure the noise levels produced by the pet daycare use will not exceed fifty (50) decibels above ambient noise at the outside of an exterior wall or at the opposite side of a common interior wall. The study shall also confirm compliance with the Township Noise Ordinance in regard to noise levels at the property line.
- (4) The number of pets cared for at any one time shall not exceed one (1) pet per one hundred (100) square feet of gross floor area, which is subject to discretionary review by the Planning Commission.
- (5) Overnight boarding of pets shall be an accessory use to the daycare center. The length of stay for boarded animals shall be limited to fourteen (14) consecutive days, and no outdoor boarding shall be permitted.
- (6) Adequate odor control measures shall be implemented so that odor from inside or outside the pet daycare center will not be discernible outside the building or unit.
- (7) Any outdoor play area shall be attached to the center and shall be setback a minimum of three hundred (300) feet from the nearest residential use.
- (8) The outdoor play area for the pets shall be surrounded with a masonry wall or other material that is aesthetically compatible in terms of material, color and finish with the principal and surrounding buildings. Said wall shall be at least six (6) feet in height and maintained in good condition at all times. Failure to maintain the wall in its original condition shall be considered a violation of the site plan approval.
- (9) Any outdoor play area is for periodic use only, and pets shall not be allowed to access the outdoor play area on their own. Not more than fifteen (15) pets shall be permitted in the outdoor play area at any one time. While in the outdoor play area, dogs shall be escorted and supervised by a dog handler who will be responsible for preventing or quickly suppressing any dog behavior that may adversely impact surrounding uses, including loud or excessive barking.
- (10) The applicant shall provide a waste management plan detailing both indoor and outdoor waste management procedures to ensure animal waste is not discharged to surface or storm water. Outdoor animal areas shall be designated on the plan and shall consist of properly maintained lawn, special canine grass or other methods with an appropriate drainage system to control surface run-off. The outdoor area surface shall be approved by the Planning Commission following a recommendation by the Township Engineer. The outdoor play area must be maintained in a clean, sanitary manner, and adequate odor control measures shall be implemented so that odor will not be discernible beyond the area. Solid pet waste in the outdoor play area must be promptly picked up.
- (11) Any pet and food waste shall be properly and lawfully disposed of to not create a litter, insect, rodent, vermin or offensive odor nuisance. Approval from the Utility Authority, Drain Commissioner and Health Department shall be provided as part of the special use application.

- (12) The applicant shall demonstrate the proposed drop-off/pick-up pattern and shall provide one (1) parking space for each staff member and one (1) space for each 5 animals permitted at the daycare.
- (13) Applicants shall submit, at the time of special land use application, a proposed site plan and floor plan and written operating procedures including waste and noise management methods, such as those recommended by the International Boarding and Pet Services Association (IBPSA). These procedures shall be followed for the duration of the business and shall be designed to prevent or control animal behavior that may adversely impact surrounding uses, including loud or excessive barking. (as amended 02/18/18)
- (x) Veterinary Clinic (as differentiated from Veterinary Hospital, which commonly has animal boarding or overnight in-patient animal care) provided the following conditions are met:
 - (1) A site plan shall be provided as part of the Land Use Permit application showing a dedicated outdoor animal area. Outdoor animal areas shall consist of properly maintained lawn, special canine grass or other methods with an appropriate drainage system to control surface run-off. The outdoor area surface shall be approved by the Planning Commission following a recommendation by the Township Engineer. The outdoor area must be maintained in a clean, sanitary manner, and adequate odor control measures shall be implemented so that odor will not be discernible beyond the area. Solid pet waste in the outdoor area must be promptly picked up.
 - (2) Applicants shall submit, at the time of land use application, a proposed site plan and floor plan and written operating procedures including waste and noise management methods. The waste management plan shall detail both indoor and outdoor waste management procedures to ensure animal waste is not discharged to surface or storm water. These procedures shall be followed for the duration of the business and shall be designed to prevent or control animal behavior that may adversely impact surrounding uses, including loud or excessive barking. (as amended (02/18/18)
- (y) Micro-breweries, small distilleries and small wineries shall comply with all requirements of the State of Michigan for the production, sale and/or distribution of alcoholic beverages and shall obtain all necessary licenses and permits. Such uses shall also provide sufficient on-site space and circulation for loading/unloading. Any vehicles affiliated with the use shall be parked or stored only in the rear yard.
- (z) Climate controlled indoor commercial storage shall comply with the following requirements:
 - (1) All buildings shall conform to the design and material standards of Section 12.01 and shall include a minimum of 25% window space (including spandrel or tinted glass) on all building elevations visible from a public or private road and the parking lot.
 - (2) Any internal overhead doors visible through the windows shall be a natural earth tone color that is harmonious with the interior wall color and design of the building.
 - (3) Exterior overhead doors shall not face any public roadway except as approved by the Planning Commission under the following circumstances:

- a. For through garages where doors are provided on the front and rear of the building;
 - b. Garages located on corner or through lots;
 - c. Where the Planning Commission determines that a rear garage would have a negative impact on an abutting residential district; and,
 - d. Under these circumstances the Planning Commission may require additional landscape screening above and beyond what is required for street frontage landscaping.
- (aa) Upper floor dwelling units shall incorporate parking and waste receptacles for the dwelling units in the site plan for the facility.

(as amended (02/18/18))

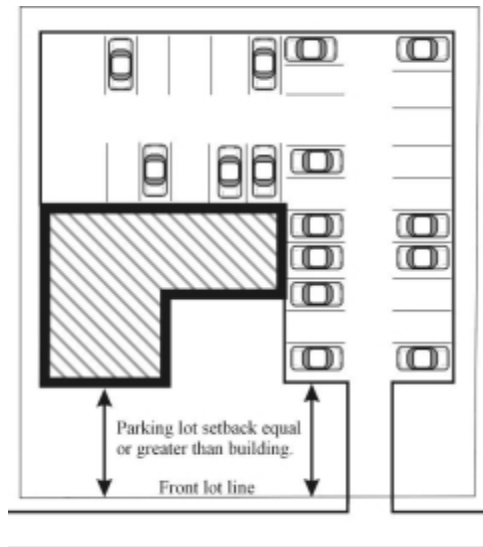
Sec. 7.03 DIMENSIONAL STANDARDS

7.03.01 Commercial Schedule of Area and Bulk Requirements. All lots, buildings, structures and parking areas shall comply with the area height and bulk requirements in Table 7.03.01:

Table 7.03.01 DIMENSIONAL STANDARDS – COMMERCIAL DISTRICTS								
District	Min. Lot Area ^(a)	Min. Lot Width ^{(a)(b)(c)}	Minimum Yard Setbacks – ^{(d)(e)(f)}				Max. Lot Coverage ^(o)	Max. Height ^(k)
			Front Yard ^{(g)(h)(i)(j)}	Side Yard ^(l)	Rear Yard ^(m)	Parking Lot		
Neighborhood Service District (NSD)	1 Acre	100 ft.	70 ft. 35 ft. if no parking in the front yard	10 ft. each side	40 ft.	10 ft.	Governed by setbacks	20 ft. one story
Office Service District (OSD)	1 Acre	100 ft.	70 ft. 35 ft. if no parking in the front yard	20 ft. each side	40 ft.	20 ft. 10 ft. side and rear	35% bldg. 60% impervious surface	35 ft. 2.5 stories
General Commercial District (GCD)	1 Acre	150 ft.	70 ft. 35 ft. if no parking in the front yard	15 ft. each side	50 ft.	20 ft. 10 ft. side and rear	35% bldg 75% impervious surface	35 ft. 2 stories
Regional Commercial District (RCD)	2 Acres	200 ft. ⁽ⁿ⁾	70 ft. 35 ft. if no parking in the front yard	20 ft. each side	50 ft.	20 ft. 10 ft. side and rear	35% bldg 75% impervious surface	45 ft. 3 stories
Planned Unit Development (PUD)	See Article 10, Planned Unit Development Districts. Setbacks from perimeter of property shall be consistent with the standards of the underlying zoning district. Internal setbacks shall be determined during the PUD review process.							

7.03.02 Footnotes to Table 7.03.01:

- (a) **Lot Area with Shared Access:** The lot area and width may be reduced to 20,000 square feet and 80 foot lot width for sites that have shared driveways and service drive connections with adjacent lots/uses and all access management requirements of Section 15.06 are complied with.
- (b) **Lot Width:** Minimum lot width is measured at the required front yard setback distance from right-of-way. Measurement for flag shaped lots shall be at the point where the narrow access strip joins the larger section of the lot, as determined by the Zoning Administrator.
- (c) **Depth to Width Ratio:** Lot depth shall be no greater than four (4) times the width.
- (d) **Landscape Buffers:** See landscape buffer zone and screening requirement in section 12.02 based on adjacent zoning.
- (e) **Natural Features Setback:** All structures shall be setback a minimum of twenty five (25) feet from an MDEQ regulated wetland and seventy (70) feet from the shoreline of a lake.
- (f) **Projections into Yards:** Projections into required yards are permitted for certain architectural features as described in section 11.01.04.
- (g) **Front Yard Setback Reduction:** The reduced front yard setback is allowed for sites that do not have parking in the front yard. The parking lot, including parking spaces and drive aisles must be located in the rear yard or the side yard where the parking lot is located no closer to the front lot line than the front wall of the building, with the exception of driveways providing access from the road and service drives or frontage roads providing cross-access to adjacent lots. (as amended 12/31/06)
- (h) **Use of Front Yard:** Except for necessary drives, walks and approved signs, or as authorized by Special Land Use, the required front yard shall not be used for loading, storage or accessory structures. (as amended 3/5/10)
- (i) **Landscape Greenbelt:** The front yard shall include a landscaped greenbelt as required by section 12.02.
- (j) **Detention Ponds:** Detention ponds shall be prohibited in the front yard, unless the Township Engineer determines there is no reasonable alternative due to existing topography and natural drainage problems.
- (k) **Exceptions to Height Limitations:** See exceptions to maximum height required for mechanical equipment; cornices; spires; cupolas; for institutional uses etc. in section 11.01.05.
- (l) **Side Yard Setback:** Where the building is connected to a building on an adjoining lot by an approved fire wall, the required side yard on the common side may be reduced to zero (0) feet.



- (m) **Rear Yard Setback:** The setback may be reduced to not less than twenty-five (25) feet by the Planning Commission if a wall or landscaped berm is provided to screen loading areas, and the rear of the building has the same architectural character and materials as the front and side.
- (n) **Access Spacing:** Access points shall be at least 600 feet from a signalized intersection or expressway interchange ramps provided the spacing may be modified by the Township, with input from road agency staff, to minimize conflicts with traffic operations at intersections or existing access points.
- (o) **Impervious surface:** Impervious surface shall be determined as the total ground square footage of the building footprint plus the total of all paved surfaces.

Sec. 7.04 ADDITIONAL SITE DEVELOPMENT STANDARDS

7.04.01 All Permitted and Special Land Uses shall comply with all applicable provisions of this Zoning Ordinance including those listed below.

- (a) Article 11, General Provisions, shall be adhered to for general dimensional standards, calculation of (buildable) lot area, access to dedicated streets, projections into yards, supplementary height regulations, principal building, structure or use, determination of "similar uses", changes in tenancy/ownership, voting place, temporary buildings and structures, open storage, parking and repair of vehicles, essential public services, wireless communication facilities, fences, walls and screens, reception antennas and towers and wind energy conversion systems. (as amended 3/5/10)
- (b) Article 12, Site Development Regulations, shall be adhered to for commercial, office and industrial architecture, greenbelts, landscape materials and screening, exterior lighting, waste receptacles and non-motorized pathways and sidewalks.
- (c) Article 13, Environmental Protection Regulations, shall be adhered to for, clearing of woodlands and earth changes prior to development, wetland protection standards, floor drains, stormwater management and performance standards. (as amended 12/31/06)
- (d) Article 14, Parking and Loading-Unloading Standards, shall be adhered to for all non-single family residential parking.
- (e) Article 15, Access Management and Private Road Standards, shall be adhered to for all commercial driveways, shared driveways and private roads.
- (f) Article 16, Sign Standards, shall be adhered to for all signage.
- (g) Article 18, Site Plan Review and Impact Statement, shall be adhered to for the submission, review and approval of site plans for non-single family residential uses.
- (h) Article 19, Special Land Uses, shall be adhered to for the submission, review and approval of all special land uses.
- (i) Article 20, Land Divisions, shall be adhered to for all applications to divide land. Where a subdivision plat is required, the requirements of the Township Subdivision Control Ordinance shall be followed.

**ARTICLE 25
DEFINITIONS**

Sec. 25.01 CONSTRUCTION OF LANGUAGE

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

- a. The particular shall control the general.
- b. In the case of any difference of meaning or implication between the text of this ordinance and any caption or illustration, the text shall control.
- c. The word "shall" is always mandatory and not discretionary. The word "may" is permissive, with the decision made by the Township Zoning Administrator, Planning Commission, Township Board or Zoning Board of Appeals; as indicated.
- d. 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.
- e. The word "building" includes the word "structure." The word "build" includes the words "erect" and "construct." A "building" or "structure" includes any part thereof.
- f. The phrase "used for" includes "arranged for," "designed for," "intended for," "maintained for," or "occupied for."
- g. The term "including" means "including, but not limited to" and the term "such as" means "such as, but not limited to" unless otherwise noted.
- h. The word "person" includes an individual, a corporation, a partnership, an incorporated association, or any other similar entity recognizable as a "person" under the laws of Michigan.
- i. Unless the context clearly indicates the contrary, where a regulation involves two or more items, conditions, provisions or events connected by the conjunction "and," "or," "either...or," the conjunction shall be interpreted as follows:
 - 1) "And" indicates that all the connected items, conditions, provisions or events shall apply.
 - 2) "Or" indicates that the connected items, conditions, provisions, or events may apply singly or in any combination (i.e. "or" also means "and/or").
 - 3) "Either...or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.
- j. The terms "abutting" or "adjacent to" include property along the lot lines of the subject site including those in another community, but do not include lands separated by a public street right-of-way.
- k. The word "days" shall mean calendar days and include all weekend days and holidays.
- l. Terms not herein defined shall have the meaning customarily assigned to them.

Sec. 25.02 **DEFINITIONS**

Access Management: A technique to improve traffic operations and safety along a major roadway through the control of driveway locations and design; consideration of the relationship of traffic activity for properties adjacent to, and across from, one another; and the promotion of alternatives to direct access.

Accessory Building Or Structure: A detached structure on the same lot with, and of a nature customarily incidental and subordinate to, a principal structure, and occupied or devoted exclusively to an accessory use.

Accessory Use: A use which is clearly incidental to, customarily found in connection with and located on the same zoning lot, unless otherwise specified, as the principal use to which it is related.

When "accessory" is used in this Zoning Ordinance, it shall have the same meaning as accessory use.

An accessory use includes, but is not limited to, the following:

- a. Domestic or agricultural storage in a barn, shed, stable, tool room, garage or similar accessory building or other structure.
- b. Decks, whether attached or detached from a principal structure, porches, gazebos and playground equipment.
- c. Residential accommodations for servants or caretakers, when exclusively permitted.
- d. Swimming pools for the use by occupants of a residence, or their guests; and change rooms.
- e. A newsstand primarily for the convenience of the occupants of a building, which is located wholly within such building and has no exterior signs or displays.
- f. Storage of merchandise normally carried in stock in connection with a business or industrial use, and storage of goods used in or produced by commercial or industrial uses, unless such storage is excluded in the applicable district regulations. Outdoor display, sales and storage in a commercial or industrial district requires a Special Use Permit, as described in Article 12.
- g. Accessory off-street parking spaces, open or enclosed, subject to the accessory off-street parking regulations for the district in which the zoning lot is located (Article 14).
- h. Accessory off-street loading, subject to the off-street loading regulations for the district in which the zoning lot is located.
- i. Signs, subject to the standards contained in Article 16.
- j. Fences when constructed and located in accordance with the requirements of this Ordinance.
- k. Uses customary and clearly incidental to a principal use such as, offices of a manufacturing or warehousing use contained in the same principal structure. Where two or more activities take place within a principal building, the accessory use shall generally be the use occupying the least square footage or generating the least amount of traffic or other external impacts. Interpretation of accessory v. principal use shall be made by the Zoning Administrator.

Adult Day Care: A facility which provides care for over twelve (12) adults for less than 24 hours.

Adult Care Facilities: A facility for the care of adults, over eighteen (18) years of age, as licensed and regulated by the State under Michigan Public Act 218 of 1979, and rules promulgated by the State Department of Social Services. Such organizations shall be defined as follows:

- a. **Adult Foster Care Facility:** means a governmental or nongovernmental establishment that provides foster care to adults. It includes facilities and foster care homes for adults who are aged, mentally ill, developmentally disabled, or physically handicapped who require supervision on an ongoing basis but who do not require continuous nursing care. An adult foster care facility does not include nursing homes, homes for the aged, hospitals, alcohol or substance abuse rehabilitation center, or a residential center for persons released from or assigned to a correctional facility.
- b. **Adult Foster Care Small Group Home:** means a private home with the approved capacity to receive 12 or fewer adults who are provided supervision, personal care, and protection in addition to room and board, for 24 hours a day, 5 or more days a week, and for 2 or more consecutive weeks for compensation.
- c. **Adult Foster Care Large Group Home:** means a private home with approved capacity to receive at least 13 but not more than 20 adults to be provided supervision, personal care, and protection in addition to room and board, for 24 hours a day, 5 or more days a week, and for 2 or more consecutive weeks for compensation.
- d. **Adult Foster Care Family Home:** means a private home with the approved capacity to receive 6 or fewer adults to be provided with foster care for 5 or more days a week and for 2 or more consecutive weeks. The adult foster care family home licensee must be a member of the household and an occupant of the residence.
- e. **Congregate Facility:** Residence for more than twenty (20) adults.

Adult Regulated Use: for the purpose of this ordinance, the following definitions shall be classified as adult regulated uses (adult entertainment use or establishment):

- a. **Adult Book Or Video Store:** An establishment that has a substantial portion of its stock in trade and offers for sale, for any form of consideration, any one or more of the following: a.) books, magazines, periodicals, or other printed matter, or photographs, films, movies, motion pictures, video cassettes, compact disks, slides, or other visual representations that are characterized by an emphasis on matter depicting, describing or related to specified sexual activities or specific anatomical areas, as hereinafter defined.
- b. **Adult Smoking Or Sexual Paraphernalia Store:** An establishment having, as a substantial portion of its stock in trade and offers for sale, for any form of consideration, paraphernalia designed or usable for sexual stimulation or arousal or for smoking, ingesting or inhaling marijuana, narcotics or other stimulating or hallucinogenic drug-related substances.
- c. **Adult Theater or Entertainment Center:** An establishment used for live performances or presenting material by means of motion pictures, films, video tapes or receivers, photographic slides or other similar means of projection or display, which performances or material is distinguished or characterized by an emphasis on matter depicting, describing or related to specified anatomical areas or specified sexual activities, as hereinafter defined for observation by patrons therein, including an establishment which features any of the following: topless dancers and/or bottomless dancers, strippers, waiters, waitresses or employees.

- d. **Host or Hostess Establishment:** An establishment or club offering socialization with a host or hostess for a consideration to the host or hostess or for an admission or membership fee.
- e. **Massage Parlor:** An establishment having a substantial portion of its space devoted to massages of the human body or parts thereof by means or pressure, imposed friction, stroking, kneading, rubbing, tapping, pounding, vibrating or otherwise stimulating the same with hands, other parts of the human body, mechanical devices, creams, ointments, oils, alcohol or any other means of preparations to provide relaxation or enjoyment to the recipient. The following uses shall not be included in the definition of a massage parlor:
 1. establishments which routinely provide such services by a licensed physician, a licensed chiropractor, a licensed osteopath, a licensed physical therapist, a licensed nurse practitioner, a therapeutic massage practitioner as defined in this Ordinance or any other similarly licensed medical professional;
 2. fitness center;
 3. electrolysis treatment by a licensed operator of electrolysis equipment; and
 4. hospitals, nursing homes, medical clinics or medical offices.
- f. **Sauna, Hot Tub or other Similar Health or Body Improvement or Enjoyment Enterprise:** An establishment having a substantial portion of its space devoted to saunas, hot tubs, whirlpools, sun lamps and similar body relaxing, soothing or improving facilities which are available for male and female customers with or without supervision or participation by employees or independent contractors of the business, excluding retail establishments which provide for the sale of new saunas, hot tubs or other similar health or body improvement or enjoyment items.
- g. **Specified Anatomical Areas:** Specified anatomical areas means and includes any one or more of the following: a) less than completely covered human genitals, pubic region, buttocks, anus, or female breasts below a point immediately above the top of the areola; or b) human male genitals in a discernible turgid state, even if completely and opaquely covered.
- h. **Specified Sexual Activities:** Specified sexual activities means and includes any one or more of the following: a) the fondling or erotic touching of human genitals, pubic region, buttocks, anus, or female breasts; b) human sex acts, normal or perverted, actual or simulated, including but not limited to intercourse, oral copulation, or sodomy; c) human masturbation, actual or simulated; d) human excretory functions as part of, or as related to, any of the activities described above; and e) physical violence, bondage, mutilation, or rape, actual or simulated, as part of or as related to, any of the activities described above.
- i. **Substantial Portion:** Substantial portion means a use or activity accounting for more than twenty (20%) percent of any one or more of the following: stock-in-trade, display space, floor space, or viewing time, movie display time, or entertainment time measured per month.

Alteration: 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".

Animal, Domesticated (Pet): An animal that is commonly considered capable of being trained or is capable of adapting to living in a human environment and being of use to human beings, and which is not likely to bite without provocation nor cause death, maiming or illness to human beings, including by way of example: bird (caged), fish, rodent (bred, such as a gerbil, rabbit, hamster or guinea pig), cat (domesticated), lizard (non-poisonous), and dog. Wild, vicious, or exotic animals shall not be considered domesticated. Animals bred, raised or boarded for commercial purposes are not considered pets.

Animal, Non-Domesticated, Vicious Or Exotic: Any animal that attacks, bites, or injures human beings or domesticated animals without adequate provocation, or which because of temperament, conditioning, or training, has a known propensity to attack, bite, or injure human beings or domesticated animals. Or, an animal from a species which is not commonly domesticated or kept as livestock, or which is not native to the State of Michigan, or a species which, irrespective of geographic origin, is of wild or predatory character, or which because of size, aggressive or vicious characteristics would constitute an unreasonable danger to human life or property if not kept, maintained or confined in a safe and secure manner, including any hybrid animal that is part exotic animal.

Animal Shelter: A facility operated by a licensed individual, humane society, a society for the prevention of cruelty to animals or any other similar institutions. A facility where animals are housed for an extended period of time and are available for adoption/placement.

Apartments: A suite of rooms or a room in a multiple-family building arranged and intended for a place of residence of a single-family or a group of individuals living together as a single housekeeping unit.

Arcade: The use of a building or a portion of a building for the location, operation, and placement of five (5) or more mechanical amusement devices. Mechanical amusement devices shall mean any device, apparatus, mechanical equipment or machine operated as amusement for required compensation. The term does not include vending machines used to dispense foodstuffs, toys, or other products for use and consumption.

As-built plans: Revised construction plans in accordance with all approved field changes.

Auto repair establishment, major: An automotive repair establishment which may conduct, in addition to activities defined below as "minor repairs," one or more of the following: general repair, engine rebuilding, rebuilding or reconditioning of motor vehicles, collision service, such as body, frame, or fender straightening and repair; overall painting and undercoating of automobiles, major overhauling of engine requiring removal of cylinder-head or crank casepan, recapping or retreading of tires, steam cleaning and similar activities.

Auto repair establishment, minor: An automotive repair establishment that conducts maintenance and minor repair, including one or more of the following: oil change, tire and brake service, exhaust system repair, glass repair and audio, and alarm installation.

Automobile Body Repair Station: includes buildings and premises where, along with the sale of engine fuels, the following services may be carried out: general repair, engine rebuilding, rebuilding or reconditioning of motor vehicles; collision service, such as body, frame or fender straightening and repair; overall painting and undercoating of automobiles.

Automobile (Gasoline) Service Station: includes buildings and premises for the primary purpose of the retail sales of gasoline (stored only in underground tanks), oil, grease, batteries, tires and other operational fluids and accessories for the automobile, and the installation of such commodities, and for other minor automobile repair not to include: auto refinishing, body work, dismantling of automobiles for the purpose of reuse or resale of parts, or storage of automobiles other than those in for immediate repair or service. Sales of convenience items shall be considered an accessory use when occupying no more than twenty-five percent (25%) of the gross floor area.

Automobile Wash: includes any building or structure or portion thereof containing facilities for washing motor vehicles using production line methods with a conveyor, blower, steam cleaning device or other mechanical washing devices; and shall also include coin and attendant operated drive-through, automatic

self-serve, track mounted units and similar high volume washing establishments, but shall not include hand washing operations in an "Automobile service station."

Bar/lounge/tavern: A bar or lounge is a type of restaurant which is operated primarily for the dispensing of alcoholic beverages, although the sale of prepared food or snacks may also be permitted. If a bar or lounge is part of a larger dining facility, it shall be defined as that part of the structure so designated or operated.

Basement: The portion of a building which is partially or wholly below grade but so located that the vertical distance from the mean grade to the floor is greater than the vertical distance from the mean grade to the ceiling (see Figure 25.1). A basement shall not be counted as a story.

Bed and Breakfast Inn: Shall mean any dwelling in which overnight accommodations are provided or offered for transient guest for compensation, including provision for a morning meal only for the overnight guest only. A bed and breakfast is distinguished from a motel in that a bed and breakfast establishment shall have only one set of kitchen facilities, employ only those living in the house or up to one (1) additional employee, and have facade style consistent with surrounding homes.

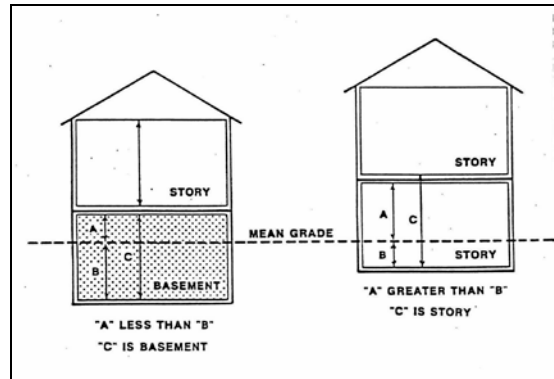


Figure 25.1 Basement

Block: The property abutting one side of a street and lying between the two nearest intersecting streets, crossing or terminating) or between the nearest such street and railroad right-of-way, unsubdivided acreage, lake, river or live stream; or between any of the foregoing and any other barrier to the continuity of development, or corporate boundary lines of the Municipality.

Block Face: Defined as and consists of those properties fronting along an existing right-of-way and located between the intersections of existing streets, or between intersections and dividers such as rivers, rail-roads, and other similar natural or man-made features.

Board of Appeals: (also referred to in this Zoning Ordinance as the Board of Zoning Appeals). The body established by the Township Board to exercise the authority granted by the Michigan Zoning Enabling Act (Public Act 110 of 2006). The jurisdiction of the Board of Appeals is described in Article 23. (as amended 12/31/06)

Brewpub: [A manufacturer and brewer of not more than 18,000 barrels of beer per calendar year in Michigan including on premise sales of the beer produced for consumption on or off the brewpub premises with appropriate state licenses.](#)

Buffer Zone: A strip of land with landscaping, berms or walls singularly or in combination required between certain zoning districts based on the landscaping standards of this zoning ordinance. The intent of the required buffer zones is to lessen visual and noise impacts.

Building: Any structure (excluding fences) either temporary or permanent, having a roof supported by columns or walls, and intended for the shelter, or enclosure of persons, animals, chattels, or property of any kind. A building shall include mobile homes, manufactured housing, sheds, garages, greenhouses, pole barns and used for the purposes of a building and similar structures. A building shall not include such structures as signs, fences or smokestacks, but shall include structures such as storage tanks, produce silos, coal bunkers, oil cracking towers, or similar structures.

Building Envelope: The ground area of a lot which is defined by the minimum setback and spacing requirements within which construction of a principal building and any attached accessory structures (such as a garage) is permitted by this Ordinance. For condominium developments, the building envelope shall be illustrated on a site plan.

Building Height: The vertical distance from the grade at the center of the front of the building to the highest point of the roof surface in a flat roof, to the deck line for mansard roofs, and to the beam height level between eaves and ridge for gable, hip and gambrel roofs (see Figure 25.2).

Building Line: A horizontal line parallel to a front, side or rear lot line which is located at the point of principal exterior wall or structural feature nearest the front, side or rear lot line, not including permitted yard projections. (See Figure 25.3)

Building Permit: An authorization issued by the Livingston County Building Department to move, erect or alter a structure within the Township.

Business: A company, enterprise or similar organization designed to provide goods or services to consumers. A business may provide goods or services to the public or cliental on-site, such as with retail sales, or be involved in the administration, production, distribution or storage of goods to be provided at another location, such as with manufacturing. A business may include any commercial, office, institutional or industrial use (see "Use"). (as amended 3/5/10)

Caliper: The diameter of a deciduous (canopy) tree trunk measured as follows:

- Existing trees are measured at four and one-half (4.5) feet above the average surrounding grade; and,
- Trees which are to be planted shall be measured twelve (12) inches above the average surrounding grade if the tree caliper is more than four (4) inches, or if the tree caliper is less than four (4) inches, it shall be measured at six (6) inches above the average surrounding grade.

Caretaker (living quarters): An independent residential dwelling unit or living area within a principal building designed for and occupied by no more than two (2) persons, where at least one (1) is employed to provide services or to look after goods, buildings, or property on the parcel on which the living quarters are located.

Cemetery: Land used or intended to be used for burial of the human dead and dedicated for such purposes. Cemeteries include accessory columbaria and mausoleums, but exclude crematories.

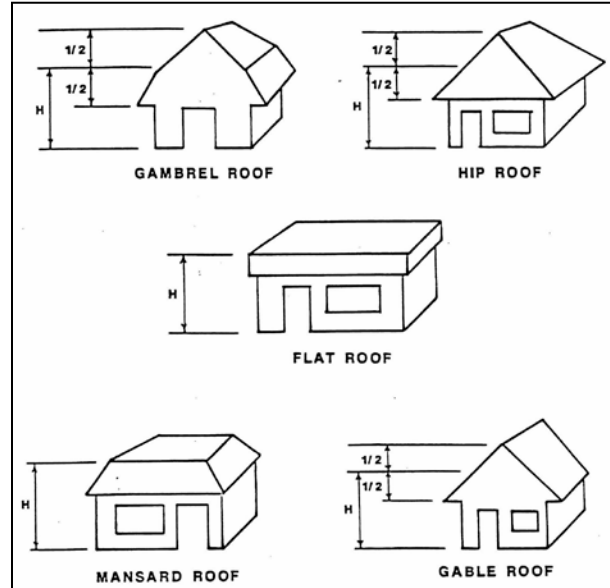


Figure 25.2 Building Height

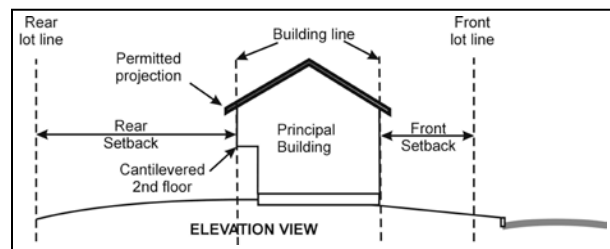


Figure 25.3 Building Line

Child Care Facility: A facility for the care of children under eighteen (18) years of age, as licensed and regulated by the State under Michigan Public Act 116 of 1973 and the associated rules promulgated by the State Department of Social Services. Such organizations shall be further defined as follows:

- a. **Child Care or Day Care Center:** A facility, other than a private residence, receiving more than six pre-school or school age children for group care for periods of less than 24 hours a day, and where the parents or guardians are not immediately available to the child. It includes a facility which provides care for not less than two consecutive weeks, regardless of the number of hours of care per day.

The facility is generally described as a child care center, day care center, day nursery, nursery school, parent cooperative preschool, play group, or drop-in center. "Child care center" or "day care center" does not include a Sunday school conducted by a religious organization where children are cared for during short periods of time while persons responsible for such children are attending religious services.

- b. **Child Caring Institution:** A child care facility which is organized for the purpose of receiving minor children for care, maintenance, and supervision, usually on a 24 hour basis, in a building maintained for that purpose, and operates throughout the year. It includes a maternity home for the care of unmarried mothers who are minors, an agency group home, and institutions for mentally retarded or emotionally disturbed minor children. It does not include hospitals, nursing homes, boarding schools, or an adult foster care facility in which a child has been placed.
- c. **Foster Family Home:** A private home in which one but not more than four minor children, who are not related to an adult member of the household by blood, marriage, or adoption, are given care and supervision for 24 hours a day, for four or more days a week, for two or more consecutive weeks, unattended by a parent or legal guardian.
- d. **Foster Family Group Home:** A private home in which more than four but less than seven children, including children related to the caregiver by blood, marriage, or adoption, are provided care for 24 hours a day, for four or more days a week, for two or more consecutive weeks, unattended by a parent or legal guardian.
- e. **Family Day Care Home:** A private home in which up to six (6) minor children are received for care and supervision for periods of less than 24 hours a day, including children related to the caregiver by blood, marriage, or adoption. It includes a home that gives care to an unrelated child for more than four weeks during a calendar year.
- f. **Group Day Care Home:** A private home in which more than six but not more than 12 children are given care and supervision for periods of less than 24 hours a day unattended by a parent or legal guardian, including children related to the caregiver. It includes a home that gives care to an unrelated child for more than four weeks during a calendar year.

Church or temple: Any structure wherein persons regularly assemble for religious activity.

Clear Vision Area: An area of each lot near any street intersection or commercial driveway which shall remain clear of obstructions between a height of two (2) feet and six (6) feet to ensure safe sight distance for motorists (see figure 25.4).

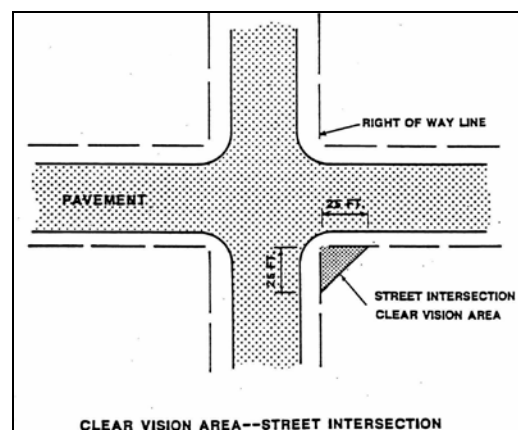


Figure 25.4 Clear Vision Area

Climate-controlled indoor commercial storage: A fully enclosed multi-story temperature and humidity controlled commercial building with limited exterior access points and controlled indoor only access to individual and compartmentalized stalls or lockers for storage of customer's goods or wares.

Clinic, medical: An establishment where human patients who are not lodged overnight are admitted for examination and treatment by a group of physicians, dentists, or similar professionals. A medical clinic may incorporate customary laboratories and pharmacies incidental to or necessary for its operation or to the service of its patients, but may not include facilities for overnight patient care or major surgery.

Club or fraternal organization: An organization of persons for special purposes or for the promulgation of sports, arts, sciences, literature, politics, or the like, but not operated for profit or to espouse beliefs or further activity that is not in conformance with the constitution of the United States or any laws or ordinances. The facilities owned or used by such organization may be referred to as a "club" in this ordinance.

Coffee Shop: An establishment serving coffee beverages as its primary product to a customer in a ready-to-consume state. The preparation and sale of food or snacks to customers may also be permitted. The method of operation may include indoor and/or outdoor seating and may be characteristic of a carryout or drive-through restaurant or combination thereof. (as amended 3/5/10)

Commercial vehicle: Any vehicle bearing or required to bear commercial license plates and which falls into one or more of the categories listed below:

- a. truck tractor;
- b. semi-trailer, which shall include flat beds, stake beds, roll-off containers, tanker bodies, dump bodies and full or partial box-type enclosures;
- c. vehicles of a type that are commonly used for the delivery of ice cream, milk, bread, fruit or similar vending supply or delivery trucks. This category shall include vehicles of a similar nature which are also of a type commonly used by electrical, plumbing, heating and cooling, and other construction oriented contractors;
- d. tow trucks;
- e. commercial hauling trucks;
- f. vehicle repair service trucks;
- g. snow plowing trucks;
- h. any other vehicle with a commercial license plate having a gross vehicle weight in excess of ten thousand (10,000) pounds or a total length in excess of 22 feet.

Condominium Act: Michigan Act 59 of 1978, as amended.

Condominium, Contractible: A condominium project from which any portion of the submitted land or building may be withdrawn in pursuant to express provisions in the condominium documents and in accordance with the Genoa Township Code of Ordinances and the Condominium Act, Act 59 of the Public Acts of 1978, as amended.

Condominium, Detached: A residential condominium project designed to be similar in appearance to a conventional single-family subdivision.

Condominium, General Common Element: The common elements other than the limited common elements.

Condominium, Limited Common Element: A portion of the common elements reserved in the master deed for the exclusive use of less than all of the co-owners.

Condominium, Master Deed: The condominium document recording the condominium project as approved by the Township Board to which is attached as exhibits and incorporated by reference the approved bylaws for the project and the approved condominium subdivision plan for the project.

Condominium Setbacks: Shall be measured as follows:

- a. **Front Yard Setback** - the minimum distance required between the public street right-of-way or private road easement line and the foundation of the unit site. Where there is not public right-of-way or access easement, the front yard setback shall be measured from the nearest pavement edge to the foundation of the unit site.
- b. **Side Yard Setback** - the minimum distance required between the limits of the development and the side of a unit or the distance between the side boundary of a site condominium and the side of a unit or half the distance between the sides of any adjacent units where there are no condominium sites.
- c. **Rear Yard Setback** - the minimum distance required between the limit of the development and the rear of the unit or the distance between the rear boundary of a site condominium and the rear of a unit or half the distance between the rear of any two adjacent units. Note: where the rear of a detached condominium faces the side of an adjacent condominium unit, the units shall be spaced a distance equal to the combined rear and side setbacks.

Condominium, Site: A condominium project containing or designed to contain structures or other improvements for residential commercial, office, industrial or other uses permitted in the zoning district in which it is located and in which each co-owner owns exclusive rights to a volume of space within which a structure or structure may be constructed as a condominium unit as described in a master deed.

Condominium Unit: The portion of the condominium project designed and intended for separate ownership 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.

Condominium Unit Site: The area designating the perimeter within which the condominium unit must be built. After construction of the condominium unit, the balance of the condominium unit site shall become a limited common element. The term "condominium unit site" shall be equivalent to the term "lot," for purposes of determining compliance of a site condominium subdivision with provisions of this Ordinance pertaining to minimum lot size, minimum lot width, maximum lot coverage and maximum floor area ratio.

Conference Center: A multi-purpose facility whose primary purpose is to accommodate meetings, seminars, social and civic events, and conferences. Such a facility offers a total meeting environment which typically consists of meeting rooms, conference rooms, and catering uses that comprise continuous space. A conference center may include lodging facilities. A hotel/motel with at least 10,000 sq. ft of

conference room facilities shall also be considered a conference center. Accessory uses may include dining areas, recreational facilities, specialty shops, that cater to conference center guests.

Convalescent or Nursing Home: A structure with sleeping rooms, where persons are housed or lodged and are furnished with meals, nursing and limited medical care.

Day: A calendar day unless otherwise stated.

Day Care Center, Commercial: see "Child Care Facility"

Day Care Home: see "Child Care Facility"

Density: The number of dwelling units situated on or to be developed per net acre of land. The following calculation shall be utilized in determining maximum density:

- a. The acreage exclusive of paragraphs (b) and (c) below shall be calculated at one-hundred percent (100%) toward the total site acreage.
- b. The acreage comprised of land within the 100-year floodplain elevation, or wetlands protected by the Goemaere-Anderson Wetland Protection Act, PA 203 of 1979, shall be calculated at twenty five percent (25%) toward the total site acreage.
- c. All open bodies of water and public rights-of-way are excluded from density calculation.

Development: The proposed 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. A development may include a site plan, a plot (building) plan, a condominium plan, a plat or a mobile home park.

Dog Run: A fenced in area designed specifically to enclose pets. (as amended 3/5/10)

Drive-In Business: A business establishment so developed that its retail or service character is dependent on providing a driveway approach or parking spaces for motor vehicles so as to serve patrons while in the motor vehicle rather than within a building or structure, including customer communication facilities for banks or other uses. A drive-in restaurant is distinct from a drive-through restaurant in that the majority of drive-in patrons consume food and beverages while in the vehicle and parked on the premises.

Drive-in Restaurant: See "Restaurant, Drive-in."

Drive-through Business: A business establishment so developed that its retail or service character is wholly or partly dependent on providing a driveway approach and service windows or facilities for vehicles in order to serve patrons food and beverages in a ready-to-consume state from a drive-through window to patrons in motor vehicles. A drive-through restaurant may or may not also have indoor seating.

Dwelling: Any building, or part thereof, containing sleeping, kitchen, and bathroom facilities designed for and occupied by one family. In no case shall a travel trailer, motor home, automobile, tent or other portable building not defined as a recreational vehicle be considered a dwelling. In the case of mixed occupancy where a building is occupied in part as a dwelling unit, the part so occupied shall be deemed a dwelling unit for the purposes of the Zoning Ordinance.

- a. **Manufacture Dwelling Unit:** A dwelling unit which is substantially built, constructed, assembled, and finished off the premises upon which it is intended to be located.
- b. **Site Built Dwelling:** A dwelling unit which is substantially built, constructed, assembled, and finished on the premises upon which it is intended to serve as its final location. Site built dwelling units shall include dwelling units constructed of precut materials, and panelized wall roof and floor sections when such sections require substantial assembly and finishing on the premises upon which it is intended to serve as its final location.
- c. **One-Family or Single-Family Detached Dwelling:** An independent, detached residential dwelling designed for and used or held ready for use by one family only.
- d. **Two-Family or Duplex Dwelling:** A detached building, designed exclusively for and occupied by two families living independently of each other, with separate housekeeping, cooking, and bathroom facilities for each.
- e. **Townhouse:** A self-contained single dwelling unit attached to a similar single dwelling unit with party or common walls, designed as part of a series of three (3) or more dwelling units, each with:
 - 1. a separate entryway with direct access to the outdoors at ground level,
 - 2. a separate basement, if applicable,
 - 3. a separate garage,
 - 4. separate utility connections, and,
 - 5. defined front and rear yards.

Townhouses may also be known as attached single family dwelling units, row houses, clustered single family dwellings or stack ranches. Any three or more attached dwellings not meeting the above criteria shall be considered an apartment or multiple family dwelling. (as amended 12/31/06)

- f. **Multiple-Family Dwelling:** A building designed for and occupied by three (3) or more families living independently, with separate housekeeping, cooking, and bathroom facilities for each. Multiple-family dwelling units may also be known as apartments, which have common entrances.
- g. **Apartment Dwelling:** An apartment is an attached dwelling unit with party or common walls, contained in a building with other dwelling units or sharing the occupancy of a building with other than a residential use. Apartments are commonly accessed by a common stair landing or walkway. Apartments are typically rented by the occupants, but may be condominiums. Apartment buildings often may have a central heating system and other central utility connections. Apartments typically do not have their own yard space. Apartments are also commonly known as garden apartments or flats. (as amended 12/31/06)

Easement: A right-of-way granted, but not dedicated, for limited use of private land for private, public or quasi-public purpose, such as for franchised utilities, a conservation easement or an access easement for a private road or service drive, and within which the owner of the property shall not erect any permanent structures.

Engineering Standards: Engineering Design Standards regulating storm water management systems site grading and soil erosion control, sanitary sewer, municipal water, parking lot design, private road

design, and construction processes. The design standards are adopted by the Township Board and may be amended from time to time. (as amended 3/5/10)

Essential Public Service: The erection, construction, alteration, or maintenance by public utilities or any governmental department or commission of underground or overhead gas, electrical, steam, or water transmission or communication, supply or disposal systems, including poles, wires, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, railroad rights-of-way, traffic signals, hydrants, and other similar equipment and accessories in connection with, but not including, buildings. Non-governmental towers, radio and television towers, and cellular phone antennas are not considered to be essential public services.

Essential Public Service Building: A building or structure principal to an essential public service, such as a drop-off stations for residential recyclables, vehicle garages, telephone exchange buildings, electricity transformer stations or substations, and gas regulator stations. .

Excavation: Any breaking of ground, except farming or common household gardening and ground care.

Family: means either of the following:

- a. A domestic family which is one or more persons living together and related by the bonds of blood, marriage or adoption, together with servants of the principal occupants and not more than one additional unrelated person, with all of such individuals being domiciled together as a single, domestic, housekeeping unit in a dwelling.
- b. The functional equivalent of the domestic family which is persons living together in a dwelling unit whose relationship is of a permanent and distinct character and is the functional equivalent of a domestic family with a demonstrable and recognizable bond which constitutes the functional equivalent of the bonds which render the domestic family a cohesive unit. All persons of the functional equivalent of the domestic family must be cooking and otherwise operating as a single housekeeping unit. This definition shall not include any society, club, fraternity, sorority, association, lodge, coterie, organization or group where the common living arrangement and/or the basis for the establishment of the functional equivalency of the domestic family is likely or contemplated to exist for a limited or temporary duration.

Farm: All of the contiguous neighboring or associated land, buildings, and machinery operated as a single unit on which the production of farm products is carried on directly by the owner- operator, manager or tenant farmer, by his own labor or with the assistance of members of his household or hired employees; provided, however, that a farm operation shall follow generally accepted agricultural and management practices as defined by the Michigan Commission of Agriculture for farming activities which include: 1) tree fruit production, 2) small fruit production, 3) field crop production, 4) forage and sod production, 5) livestock and poultry production, 6) fiber crop production, 7) apiary production, 8) maple syrup production, 9) mushroom production and 10) greenhouse production; but unless otherwise permitted, the following shall not be considered a farm: establishments involved in industrial like processing of agricultural products, keeping fur-bearing animals or game or operating as fish hatcheries, dog kennels, stockyards, slaughterhouses, stone quarries, gravel or sand pits or the removal and sale of topsoil, fertilizer works, boneyards or the reduction of animal matter, or for the disposal of garbage, sewage, rubbish, junk or offal.

Farm Labor Housing: A dwelling or lodging unit that is used exclusively by agricultural employees employed full-time or seasonally in the agricultural use of the property.

Fence: A structure of definite height and location constructed of wood, masonry, stone, wire, metal, or any other material or combination of materials serving as a physical barrier, marker, or enclosure, (see also "Wall").

Fence, privacy: A fence which is over ninety (90%) percent solid or impervious and serves as an opaque screen. (as amended 3/5/10)

Floodplain. That area which would be inundated by storm runoff or flood water equivalent to that which would occur with a rainfall or flood of one hundred (100) year recurrence frequency after total development of the watershed.

Floor Area, Gross. The sum of all gross horizontal areas of all floors of a building or buildings, measured from the outside dimensions of the outside face of the outside wall. Unenclosed courtyards or patios shall not be considered as part of the gross floor area except where they are utilized for commercial purposes, such as the outdoor sale of merchandise. (see Figure 25.5)

Floor Area, Residential: For the purpose of computing the minimum allowable floor area in a residential dwelling unit, the sum of the horizontal areas of each story of the building shall be measured from the exterior faces of the exterior walls or from the centerline of walls separating two dwellings. The floor area measurement is exclusive of areas of basements, unfinished attics, attached garages, breezeways, and enclosed and unenclosed porches.

Floor Area, Usable: 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. Such floor area which is used or intended to be used principally for the storage or processing of merchandise, hallways, or for utilities or sanitary facilities, shall be excluded from this computation of "Usable Floor Area." Measurement of usable floor area shall be the sum of the horizontal areas of the several floors of the building, measured from the interior faces of the exterior walls. (see Figure 25.5)

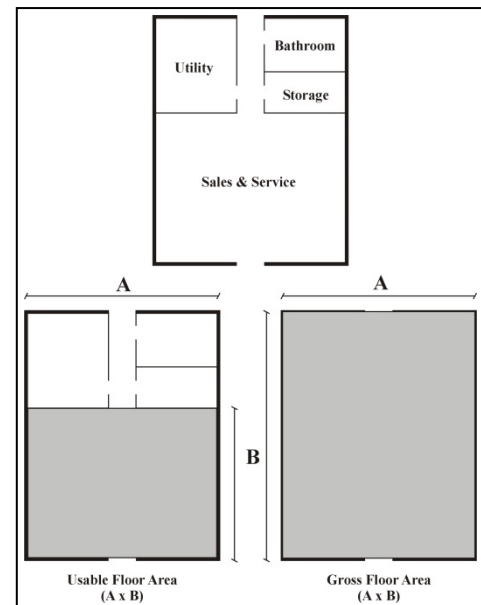


Figure 25.5 Floor Area

Freeboard: for storm water retention or detention ponds it is the vertical distance between the design high water elevation and the top of the pond elevation. (as amended 3/5/10)

Frontage. The linear dimension of a lot measured along the public road right-of-way line, private road access easement, or shared driveway.

Funeral Home or Mortuary Establishment: An establishment where the dead are prepared for burial or cremation and where wakes or funerals may be held. A funeral home or mortuary establishment shall not include crematoria.

Garage: Part of a principal building or an accessory building or structure used primarily for the parking or storage of vehicles in connection with a permitted use of the principal building, where there is no vehicle servicing or storage for compensation.

Garden Center: An establishment with retail sales of trees, fruits, vegetables, shrubbery, plants, landscaping supplies, lawn furniture, playground equipment and other home garden supplies and equipment.

Gazebo: A freestanding, roofed, usually open-sided structure offering a place for shade or rest. (as amended 12/17/10)

Grade, Mean: The arithmetic average of the lowest and highest grade elevations in an area within five (5) feet of the foundation line of a building or structure, or in the area between the foundation line and the lot line, where the foundation line is less than five (5) feet from the lot line. (see Figure 25.6).

Greenbelt: See “Landscaping, Greenbelt”

Hazardous uses and materials: Any use which involves the storage, sale, manufacture, or processing of materials which are dangerous, combustible and/or produce either poisonous fumes or explosions in the event of fire. These uses include all high hazard uses listed in the State Building Code.

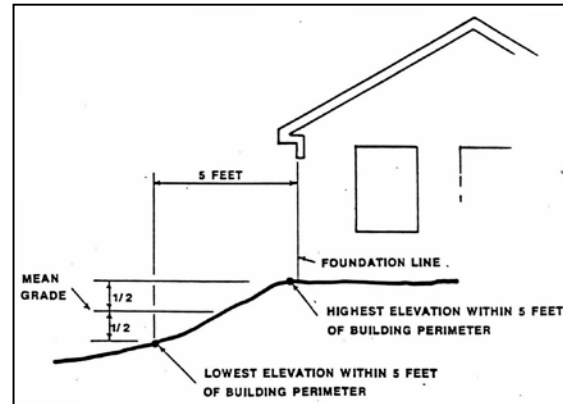


Figure 25.6 Measurement of Mean Grade

Hazardous or toxic waste: Waste or a combination of waste and other discarded material (including but not limited to solid, liquid, semisolid, or contained gaseous material) which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to the following if improperly treated, stored, transported, disposed of, or otherwise managed: an increase in mortality, or an increase in serious irreversible illness, or serious incapacitating but reversible illness, or substantial present or potential hazard to human health or the environment.

Home Occupation: An occupation or profession conducted entirely within a dwelling by the inhabitants thereof, such use being clearly incidental to the principal use of the dwelling as a residence.

Hospital: A facility offering primarily inpatient care, and services for observation, diagnosis, and active treatment of patients with a medical, surgical, obstetric, chronic, or rehabilitative condition requiring the daily care and supervision of a physician(s) and medical support staff. A hospital may or may not also have a clinic offering outpatient services.

Hotel: A building or part of a building, with a common entrance or entrances, in which the dwelling units or rooming units are used primarily for transient occupancy, and/or in which one or more of the following services are offered: maid service, furnishing of linen, telephone, secretarial or desk service, and bellboy service. A hotel may include a restaurant or cocktail lounge, public banquet halls, or meeting rooms.

Housing For The Elderly: Housing constructed for the exclusive use of an individual fifty five (55) years of age or older, or for a couple where at least one (1) of the individuals is over the age of fifty five (55). Housing for the elderly may include the types of facilities listed below.

- a. **Senior Apartments:** multiple-family dwelling units where occupancy is restricted to persons fifty five (55) years of age or older.
- b. **Congregate Or Interim Care Housing:** A semi-independent or assisted care housing facility containing congregate kitchen, dining, and living areas, but with separate sleeping

rooms. Such facilities typically provide special support services, such as transportation and limited medical care.

- c. **Dependent Housing Facilities:** Extended care facilities such as convalescent homes and nursing homes which are designed for older persons who need a wide range of health and support services, including personal nursing care.

Impact Assessment: An assessment of the ecological, social, economic, and physical impacts of a project on and surrounding the development site.

Improvements: Any additions to the natural state of land which increases its value, utility or habitability. Improvements include but are not limited to street pavements, with or without curbs and gutters, sidewalks, water mains, storm and sanitary sewers, trees and other appropriate and similar items.

Industrial: Land uses which primarily accommodate research, wholesale and warehouse activities, manufacturing, compounding, processing, packaging, fabrication, assembly and/or treatment of finished or semi-finished products from previously prepared material and the extraction (mining) or processing of raw material for shipment in bulk form, to be used in an industrial operation at another location. (as amended 09/04/18)

Industrial, light: Any operation which assembles, improves, treats, compounds, or packages previously prepared or processed goods or materials in a manner which does not create a noticeable amount of noise, dust, odor, smoke, glare or vibration outside of the building in which the activity takes place, which does not require outside storage or goods or materials, and which does not generate objectionable amounts of truck traffic. (as amended 09/04/18)

Intensive Livestock Operation: An agricultural operation in which many livestock are bred and/or raised within a confined area, either inside or outside an enclosed building. While the density of confined livestock varies, it significantly exceeds that of traditional farming operations and includes both the number of confined livestock in the confined area and the amount of land which serves as the waste disposal receiving area.

Junk Yard: (see Salvage Yard).

Kennel, Commercial: Any premise on which more than the below specified number cats or dogs, (but not including wild, vicious or exotic animals) of more than six (6) months of age are either permanently or temporarily kept for the purposes of breeding, boarding, training, sale, protection, hobby, pets or transfer. Lots less than ten (10) acres with more than three (3) cats or three (3) dogs or more than a total of five (5) in combination (e.g. 3 dogs and 2 cats) shall be considered a kennel. Lots of ten (10) acres or more with more than five (5) cats or five (5) dogs or more than a total of seven (7) in combination (e.g. 5 dogs and 2 cats) shall be considered a kennel. (as amended 12/31/06)

Laboratory, research: A facility for scientific laboratory research in technology-intensive fields. Examples include but are not limited to biotechnology, pharmaceuticals, genetics, plastics, polymers, resins, coatings, fibers, fabrics, films, heat transfer, and radiation research facilities. (as amended 09/04/18)

Laboratory, support: A facility for scientific laboratory analysis of natural resources, medical resources, and manufactured materials. The scientific analysis is generally performed for an outside customer, to support the work of that customer. This category includes but is not limited to environmental laboratories for the analysis of air, water, and soil; medical or veterinary laboratories for the analysis of

blood, tissue, or other human medical or animal products. Forensic laboratories for analysis of evidence in support of law enforcement agencies would also be included in this category. (as amended 09/04/18)

Land Use Permit: An authorization issued by the Township Zoning Administrator to erect, move or alter a structure within the Township or to approve a change in use of land or structure. For certain uses, the land use permit is issued following site plan approval by the Planning Commission or special land use approval by the Township Board.

Lake. A permanent water body that has definite banks, a bed, visible evidence of a continued occurrence of water, and a surface area of water that is ten (10) acres or more in size.

Landscaping: The treatment of the ground surface with live plant materials normally grown in Livingston County such as, but not limited to, grass, ground cover, trees, shrubs, vines, and other live plant material. In addition, a landscape design may include other decorative natural or processed materials, such as wood chips, crushed stone, boulders or mulch. Structural features such as fountains, pools, statues, and benches shall also be considered a part of landscaping if provided in combination with live plant material. Various landscaping related terms are defined below.

- a. **Berm:** A continuous, raised earthen mound comprised of non-toxic materials with a flattened top and sloped sides, capable of supporting live landscaping materials.
- b. **Buffer Zone:** (see "Buffer Zone").
- c. **Grass:** Any of a family of plants with narrow leaves normally grown as permanent lawns.
- d. **Greenbelt:** A strip of land of definite width and location reserved for the planting of a combination of shrubs, trees, and ground cover to serve as an obscuring screen or buffer for noise or visual enhancement.
- e. **Ground Cover:** Low-growing plants that form a dense, extensive growth after one complete growing season, and tend to prevent weeds and soil erosion.
- f. **Hedge:** A two (2) to three (3) foot tall row of evergreen or deciduous shrubs that are planted close enough together to form a solid barrier.
- g. **Parking lot landscaping:** Landscaped areas located in and around a parking lot in specified quantities to improve the safety of pedestrian and vehicular traffic, guide traffic movement, improve the environment and improve the appearance of the parking area and site.
- h. **Planting:** A young tree, vine or shrub that would be placed on or in the ground.
- i. **Screen or screening:** A wall, wood fencing or combination of plantings of sufficient height, length, and opacity to form a visual barrier. If the screen is composed of non-living material, such material shall be compatible with materials used in construction of the main building, but in no case shall include wire fencing.
- j. **Shrub:** A self-supporting, deciduous or evergreen woody plant, normally branched near the base, bushy, and less than fifteen (15) feet in height.
- k. **Tree:** A self-supporting woody, deciduous or evergreen plant with a well-defined central trunk or stem which normally grows to a mature height of at least fifteen (15) feet.

1. **Ornamental tree:** A deciduous tree which is typically grown because of its shape, flowering characteristics, or other attractive features, and which grows to a mature height of twenty five (25) feet or less.

Level of service: A qualitative measure describing operational conditions within a traffic stream; generally described in terms of such factors as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience, and safety.

Livestock: Any of various bird or animal breeds, long ago domesticated by man so as to live and breed in a tame, docile, tractable condition useful to man, including horses, ponies, mules, donkeys, cattle, sheep, goats, buffaloes, llama, ostriches, chickens, ducks, geese turkeys and swine.

Loading Space, Off-Street: Space logically and conveniently located for bulk pick-ups and deliveries, designed to accommodate the maneuvering area needed by expected sizes of delivery vehicles when all off-street parking spaces are filled.

Lot: An undivided portion of land of at least sufficient size to meet minimum zoning requirements for use, buildings, structures, lot coverage, yards, and other open spaces as may be present or required under provisions of this Ordinance and having frontage on an improved public street, or on an approved private road, or shared driveway. A lot may consist of either: a single lot of record, a portion of a lot of record, a combination of contiguous lots of record that have been combined into one tax ID number, or a parcel of land described by metes and bounds. (as amended 12/31/06)

Lot Area: The total horizontal area within the lot lines of a lot, exclusive of any submerged area of any lake, stream or canal (below the shoreline or ordinary high water mark).

Lot, Corner: A lot where the interior angle of two adjacent sides at the intersection of two streets is less than one hundred and thirty-five (135) degrees. A lot abutting upon a curved street or streets shall be considered a corner lot for the purposes of this Ordinance if the arc is of less radius than one hundred fifty (150) feet and the tangents to the curve, at the two points where the lot lines meet the curve or the straight street line extended, form an interior angle of less than one hundred and thirty-five (135) degrees. (See Figure 25.7)

Lot Coverage: The part or percent of a lot occupied by buildings, structures and accessory buildings.

Lot Coverage, Impervious Surface: The part or percent of a lot occupied by building, structures, uses, accessory buildings, accessory structures and paved areas.

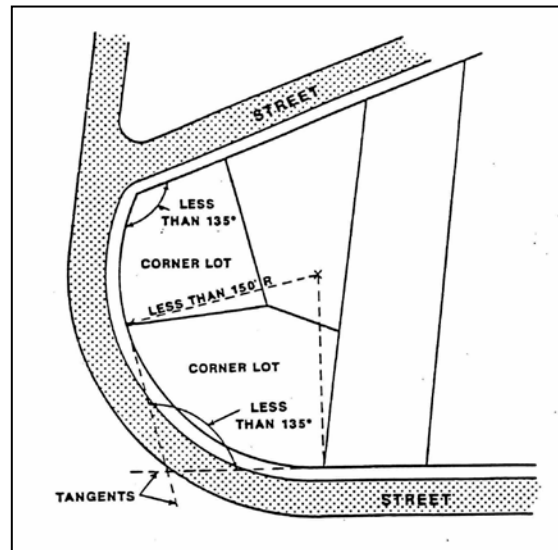


Figure 25.7 Lot, Corner Measurements

Lot Depth: The arithmetic mean of the shortest and longest distances from the front lot line to the rear lot line (see figure 25.8).

Lot, Flag: A lot that has access to a public right-of-way or private road access easement by means of a narrow strip of land (see figure 25.9).

Lot, Interior: Any lot other than a corner lot.

Lot Line: The lines bounding a lot or parcel and listed below and illustrated on Figure 25.10.

- a. **Front Lot Line:** The lot line(s) abutting a public street or private road easement that separates the lot from such right-of-way or easement; typically measured along the right-of-way line. Corner lots or through lots are considered to have two front lot lines and shall provide the minimum required front yard setback at both front lot lines. In the case of a flag lot, the front lot line shall be that lot line that abuts the public street right-of-way or private road easement and the lot line that is roughly parallel to the street right-of-way (See figure 25.10). (as amended 12/31/06)
- b. **Rear Lot Line:** The lot line opposite and most distant from the front lot line. For an irregular or triangular shaped lot, a line at least ten (10) feet in length, entirely within the lot, parallel to and most distant from the front lot line (See figure 25.11). (as amended 12/31/06)
- c. **Side Lot Line:** Any lot line not a front or rear lot line.
- d. **Waterfront Lot Line:** The boundary of a lot that follows the shoreline of a lake or stream. (Also see “shoreline.”)
- e. In the case where the above definitions are not sufficient to designate lot lines, the Zoning Administrator shall designate the front, rear and side lot lines in consideration of the orientation of the building(s) on the lot, the address of the lot, the orientation of other buildings along the block, and natural

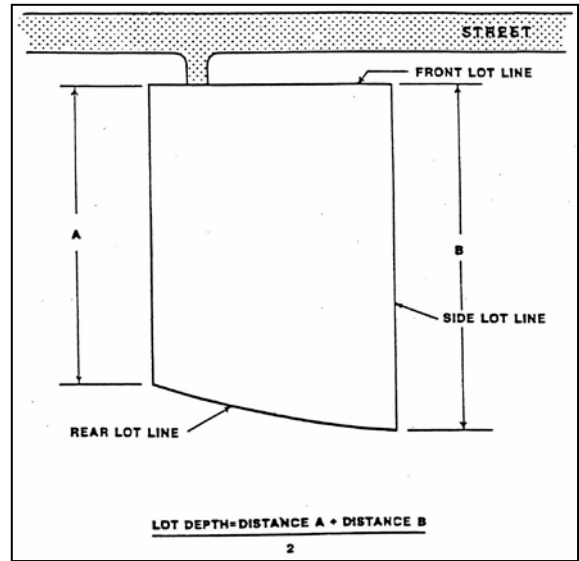


Figure 25.8 Lot Depth Measurement

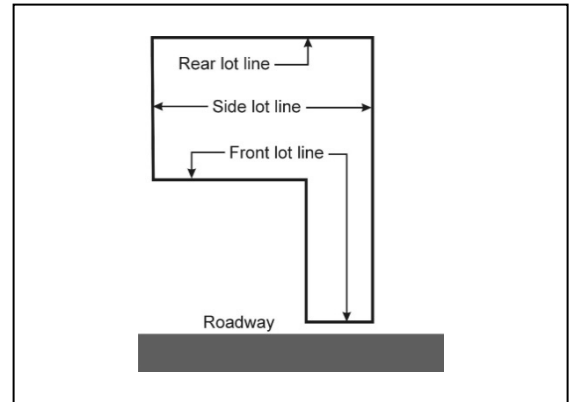


Figure 25.9 Flag-lot Lot Lines

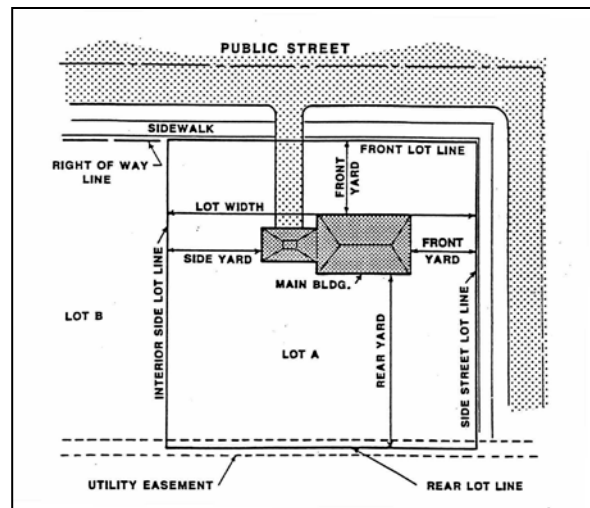


Figure 25.10 Lot Lines and Yards Measurement (Note: Yards May Not Always Equal Required Setbacks)

features affecting site design.

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

Lot, Through: Any interior lot having frontage on two more or less parallel streets as distinguished from a corner lot. In the case of a row of double frontage lots, all yards of said lots adjacent to streets shall be considered frontage, and front yard setbacks shall be provided as required.

Lot, Width: The horizontal distance between side lot lines measured parallel to the front lot line at the minimum required front setback excluding private road access easement. For irregularly shaped lots with access easements or "flag lots" connecting to a public street, the minimum lot width shall be measured at the point where the narrow access connects to the main section of the parcel. This determination shall be made by the Zoning Administrator. Figure 25.12 illustrates calculation of minimum lot width for lots along curvilinear streets.

Major Thoroughfare: An arterial street, state trunkline, or roadway classified as a Primary Road by the Livingston County Road Commission, which is intended to service as a large volume of traffic, generally within a right-of-way at least eighty six (86) feet wide.

Manufactured Home: A dwelling unit which is designed for long-term residential use and is wholly or substantially constructed at an off-site location.

Master Plan: The Comprehensive Community Plan, sub area plans or corridor plans including graphic and written proposals for future land use, zoning, site design, physical development and or capital improvements.

Mezzanine: An intermediate floor in any story occupying a maximum one-third (1/3) of the story's floor area.

Microbrewer: A brewer that produces in total less than 60,000 barrels of beer per year and that may sell the beer produced to consumers at the licensed brewery premises for consumption on or off the licensed brewery premises and to retailers as provided by State Law. (as amended 09/04/18)

Mini or Self Storage Warehouse: A single-story building or group of single-story buildings in a controlled-access-and-fenced compound that provides direct outdoor controlled access contains varying sizes of to -individual and -,compartmentalized,-and-controlled-access stalls or lockers for the storage of customer's goods or wares.

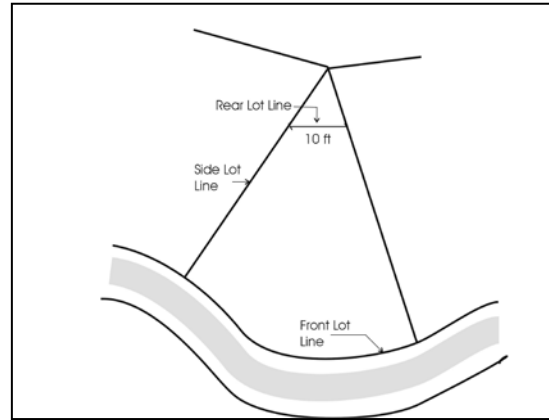


Figure 25.11 Rear Lot Line on Triangular Lot

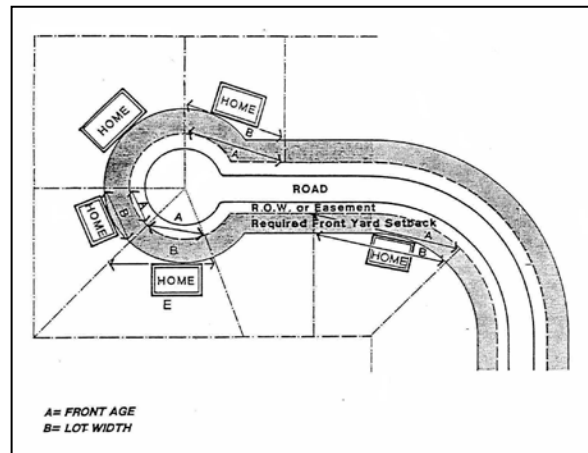


Figure 25.12 Lot Width on Curvilinear Streets

Manufactured Housing Park: A parcel or tract of land under the control of a person, group or firm upon which two (2) or more mobile homes are located on a continual non-recreational basis and which is offered to the public for that purpose regardless of compensation, including any building, structure, enclosure, street, drive, equipment or facility used or intended for use incidental to the occupancy. Mobile home parks are licensed and regulated by the Michigan Mobile Home Commission.

Mobile Home or Manufactured Home Subdivision: Individually owned lots subdivided according to the provisions of Act 288 of the Public Acts of Michigan of 1967 intended as a site for the placement for dwelling purposes of mobile or modular homes.

Motel: A series of attached, semidetached or detached rental units containing a bedroom, and sanitary facilities. Units shall provide for overnight lodging and are offered to the public for compensation, and shall cater primarily to the public traveling by motor vehicle.

Multimedia production facility: Land, buildings, or structures used as a media production facility. Typically, structures involved in or with the production of (but not limited to): motion pictures; radio and television shows or movies; recording or broadcasting facilities; and other motion picture production and distribution service offices. (as amended 09/04/18)

Non-Conforming Building or Structure: A building or structure portion thereof lawfully existing at the effective date of this Ordinance, or amendments thereto, and that does not conform to the provisions of the Ordinance in the district in which it is located.

Non-Conforming Lot: A lot of record, lawfully in existence on the effective date of this Ordinance and any amendments thereto, which no longer meets the dimensional requirements of this Ordinance for the district in which it is located.

Non-Conforming Site. A development on a site which met Ordinance requirements for site design elements at the time the site was developed, such as the amount of parking, parking lot pavement or landscaping; but which does not meet the current site standards of the Township.

Non-Conforming Use: A use which lawfully occupied a building or land at the effective date of this Ordinance, or amendments thereto, and that does not conform to the use regulations of the district in which it is located.

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 within the meaning of this Ordinance does not include any space, building or structure used for the sale of fruit, vegetables or Christmas trees.

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, but not limited to: (a) noise, (b) dust, (c) smoke, (d) odor, (e) glare, (f) fumes, (g) flashes, (h) vibration, (i) shock waves, (1) heat, (k) electronic or atomic radiation, (1) objectionable effluent, (m) noise of congregation of people, particularly at night, (n) passenger traffic, (o) invasion of non-abutting street frontage by traffic.

Office: A building or portion of a building wherein services are performed involving predominantly administrative, professional, or clerical operations. (as amended 09/04/18)

Offset: The distance between the centerlines of driveways or streets across the street from one another.

Off-Street Parking Lot: See “Parking Lot.”

Open Air Business: Business and commercial uses conducted solely outside of any building unless otherwise specified herein. Examples of open air businesses include:

- a. Retail sales of garden supplies and equipment, including but not limited to, trees, shrubbery, plants, flowers, seed, topsoil, trellises, and lawn furniture;
- b. Roadside stands for the sale of agricultural products, including fruits, vegetables and Christmas trees.
- c. Various outdoor recreation uses, including but not limited to: tennis courts, archery courts, shuffleboard, horseshoe courts, miniature golf, golf driving ranges, and amusement parks.
- d. Outdoor display and sale of automobiles, recreational vehicles, garages, swimming pools, playground equipment, and similar goods.

Open Space. That part of a lot, which is open and unobstructed by any built features from its lowest level to the sky, and is accessible to all residents upon the site. This area is intended to provide light and air or is designed for environmentally, scenic, or recreational purposes. Open space may include, but is not limited to lawns, decorative plantings, walkways, active and passive recreation areas, playgrounds, fountains, swimming pools, living plant materials, wetlands and water courses. Open space shall not be deemed to include driveways, parking lots or other surfaces designed or intended for vehicular travel.

Open Front Store: A business establishment so developed that service to the patron may be extended beyond the walls of the structure, not requiring the patron to enter the structure. The term " Open Front Store" shall not include automobile repair or gasoline service stations.

Outdoor storage: The keeping, in an unroofed area, of any goods, junks, material, merchandise or vehicles in the same place for more than twenty four hours.

Outside Vendor: Any person firm or corporation, whether as owner, agent, consignee or employee selling or offering to sell, displaying for sale, demonstrating, distributing samples of or soliciting or taking orders for any goods or services or offering merchandise or services from a place at which they do not formally own, lease or occupy space in a principal building on the same property. (added 6/2/14)

Parking Lot: A facility providing vehicular parking spaces along with driveways, aisles and other paved areas for vehicular maneuvering. For the purpose of determining setbacks, parking lots shall not include driveways providing access to a roadway or dedicated service drives providing cross-access to adjacent lots. (as amended 12/31/06)

Parking Space: An area of definite length and width, said area shall be exclusive of drives, aisles or entrances giving access thereto, and shall be fully accessible for the parking of permitted vehicles.

Peak Hour: A one hour period representing the highest hourly volume of traffic flow on the adjacent street system during the morning (a.m. peak hour), during the afternoon or evening (p.m. peak hour), or representing the hour of highest volume of traffic entering or exiting a site (peak hour of generator).

Performance guarantee: A financial guarantee to ensure that all improvements, facilities, or work required by this Ordinance will be completed in compliance with the ordinance, regulations and the approved plans and specifications of a development.

Pergola: A horizontal trellis or framework, supported on posts, that carries climbing plants and may form a covered walk. (as amended 12/17/10)

Planned Unit Development: An integrated and coordinated development of various residential land uses, and in some cases non-residential uses, comprehensively planned and approved as an entity via a unitary site plan which permits additional flexibility in building sitting, usable open spaces and preservation of natural features meeting the intent of the Planned Unit Development section of this Ordinance.

Planning Commission: The Genoa Township Planning Commission as established by the Genoa Township Board of Trustees under provisions of the Michigan Zoning Enabling Act (Public Act 110 of 2006).

Pond. A permanent water body that has definite banks, a bed, visible evidence of a continued occurrence of water, and a surface area of water that is less than ten (10) acres in size.

Principal Building, Structure or Use: The main building, structure or use to which the premises are devoted and the principal purpose for which the premises exist. In cases where there is more than one use, the use comprising the greatest floor area shall generally be considered the Principal Use, except in cases where a use comprising a secondary amount of floor area is considered to have greater impact in terms of traffic generated, noise levels, disruption of views and similar impacts.

Prototype manufacturing: Research and development land uses that require manufacturing and production activities that lead to the development of a new product or a new manufacturing and assembly process. The products developed, manufactured or assembled are not intended to be mass-produced. (as amended 09/04/18)

Public Utility: A person, firm or corporation, municipal department, board or commission duly authorized to furnish and furnishing under federal, state or township regulations to the public through transmission lines: gas, steam, electricity, sewage disposal, communication, telegraph, transportation or water. Cellular communication facilities are not considered a public utility.

Reception Antenna: An exterior apparatus capable of receiving communications for radio or television purposes including satellite dishes and other satellite reception antennae but excluding facilities considered to be essential public services or those preempted from township regulation by applicable state, Federal Communication Commission (FCC), or federal laws or regulations.

Recognizable and substantial benefit: A clear benefit, both to the ultimate users of the property in question and to the community, which would reasonably be expected to accrue, taking into consideration the reasonably foreseeable detriments of the proposed development and uses(s). Such benefits may include: long-term protection or preservation of natural resources and natural features, historical features, or architectural features; and elimination of or reduction in the degree of nonconformity of a nonconforming use or structure.

Recreational Vehicle or Unit: Includes a tent or vehicular-type structure designed primarily as temporary living quarters for recreational, camping or travel use, which either has its own motive power or is mounted on or drawn by another vehicle which is self-powered. Recreational units of this type shall include, but shall not be limited to, the following: travel trailers, camping trailers, tent trailers, motor homes and truck campers. Recreational units shall also include, but shall not be limited to, the following:

boats, boat trailers, snowmobiles, snowmobile trailers, all terrain vehicles, dune buggies, horse trailers and similar equipment.

Recycling Center: A facility in which used material, such as paper, glass, plastic or motor oil, is separated and processed prior to shipment to other locations for processing or manufacturing into new products. A recycling center is distinct from a junkyard or salvage yard.

Research and development: A land use that engages in research and development of high-technology products or commodities. Examples include computer hardware and software, electronics and instrumentation, communications and information technology, biotechnology, pharmaceuticals, agricultural technology, medical instrumentation or supplies, transportation, geographic information systems, defense and aerospace technology, multimedia and video technology and other emerging high technology industries. Activities associated with these uses may include development, testing, assembly, repair, and office. Limited accessory warehousing, and distribution of the finished products produced at the site may also be provided. Such uses do not involve the mass manufacture, fabrication, processing or sale of products. (as amended 09/04/18)

Residential Zoning District. RR, LDR, SR, UR, LRR, MDR, HDR, AND MHP Districts.

Restaurants: An establishment serving foods and/or beverages to a customer in a ready-to-consume state. The method of operation may be characteristic of a carry-out, drive-in, drive-through, fast food, standard restaurant, or lounge/tavern, or combination thereof, as defined below:

- a. **Restaurants with Outdoor Seating.** A use that involves the sale or delivery of any prepared food or beverage for consumption in a defined area on premises but outside of the building in which it is prepared. Examples of defined areas include an external deck, patio, mall, garden, balcony or sidewalk. (as amended 12/31/06)
- b. **Carry-Out Restaurant.** A use that involves the sale of food, beverages, and/or desserts in disposable or edible containers or wrappers in a ready-to-consume state for consumption mainly off the premises. A carry out restaurant differs from a drive through restaurant in that a customer must park and walk up to the restaurant or an employee must exit the restaurant and deliver the food to a customer in a parked car.
- c. **Drive-In Restaurant.** A use that involves delivery of prepared food so as to allow its consumption within a motor vehicle while parked on the premise.
- d. **Drive-Through Restaurant.** A use that involves the delivery of prepared food to the customer within a vehicle, typically passing through a pass-through window, for consumption off of the premises.
- e. **Standard Restaurant.** A standard restaurant is a use that involves either of the following:
 1. The delivery of prepared food by waiters and waitresses to customers seated at tables within a completely enclosed building.
 2. The prepared food is acquired by customers at a cafeteria line and is subsequently consumed by the customers within a completely enclosed building.
- f. **Bar/Lounge/Tavern.** A bar, lounge or tavern is a type of restaurant that is operated primarily for the dispensing of alcoholic beverages. The preparation and sale of food or snacks to customers may be permitted.

Road-Private: (See Article 15.)

Roof: The impervious cover of a building or a portion of a building, permanently attached, but excluding chimneys, antennas, vents, mechanical equipment and other rooftop structures permitted as exceptions to building height. (as amended 12/31/06)

Salvage Yard: An area where waste, used or secondhand materials are bought and sold, exchanged, stored, baled, packed, disassembled, or handled including but not limited to: scrap iron and other metals, paper, rags, rubber tires and bottles. A "Salvage Yard" includes junk yards and similar facilities including automobile wrecking yards and any open area of more than two hundred (200) square feet for storage, keeping or abandonment of junk.

Service drive: An access drive which parallels the public right-of-way in front of or behind a building or buildings, or may be aligned perpendicular to the street between buildings, which provides shared access between two or more lots or uses.

Setback, Required: The minimum horizontal distance between the building line and a front, rear, or side lot line, a natural feature or a shoreline. Procedures for measuring setbacks for site condominium projects are listed under the definition of condominium setback. (required setbacks are distinct from actual yard, see definitions for yards, setbacks measurements are illustrated on Figure 25.13).

Sanitary sewer, public: A sanitary sewer system owned and operated by a municipal government or a utility authority consisting of multiple municipal governments used for the collection and transportation of sanitary sewage for treatment or disposal.

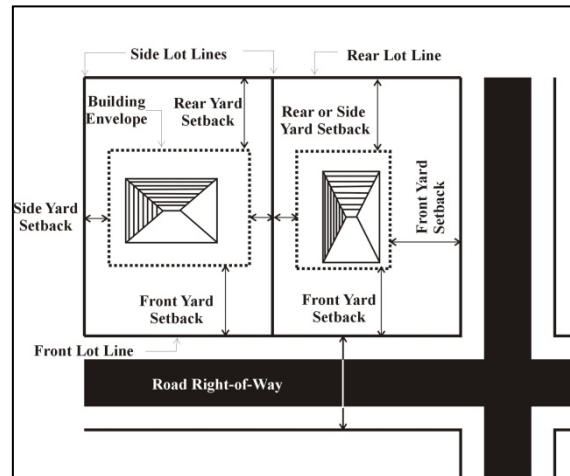


Figure 25.13 Setbacks

Shelters and rehabilitation centers: Centers operated by philanthropic or non-profit institutions that assist individuals with social needs. These centers may provide temporary housing, meals, counseling, health services, education, job placement assistance and leisure-time activities. Adult care facilities, community centers, hospitals, medical centers, medical/psychiatric offices, shelters for abused women, and children and county/state health/social services facilities are not regulated as “shelters and rehabilitation centers.” Churches or other places of worship that provide community outreach services are also not regulated under this definition, unless they also operated an onsite homeless shelter. (as amended 12/31/06)

Shopping Center: A grouping of two (2) or more business establishments developed in accordance to an overall plan and designed and built as an interrelated project. Buildings constructed on outlots shall not be considered part of the shopping center unless access and parking easements are provided.

Shoreline: The ordinary high water mark which is the line between upland and bottomland 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, the configuration of the soil surface and the vegetation.

Sign: Definitions for signs are listed separately in Article 16, Sign Standards.

Site plan: A plan, prepared to scale, showing accurately and with complete dimensions, the boundaries of a site and the location of all buildings, structures, uses, and principal site development features proposed for a specific parcel of land, and conforming to the standards of this Ordinance.

Small distiller: A manufacturer of spirits annually manufacturing in Michigan not exceeding 60,000 gallons of spirits, of all brands combined. (as amended 09/04/18)

Small Winery: A wine manufacturer of no more than 50,000 gallons per year which involves sales to licensed wholesalers or self-distribute to retailer licensees, wine produced at the licensed winery facility, and to customers for consumption on premises at a tasting room. A Small Winery may also sell wine it manufactures at an approved tasting room off the manufacturing premises with appropriate state licenses.

Special land use: A use of land for an activity which, under usual circumstances, could be detrimental to other land uses permitted within the same district but which may be permitted because of circumstances unique to the location of the particular use and which use can be conditionally permitted without jeopardy to uses permitted within such district. Such uses are defined as "Special Land Uses" in the Michigan Zoning Enabling Act (Public Act 110 of 2006).

Stable, Commercial: A facility for the rearing and housing of horses, mules and ponies or for riding and training academies.

Stable, Private: A facility for the rearing and training of horses, ponies and mules which are owned by the occupant of the dwelling unit.

Story: That part of a building included between the surface of any floor and the surface of the floor, or roof, next above. When the distance from the average established grade to the ceiling of a story partly below such grade exceeds five (5) feet, then the basement or cellar constituting the story partially below grade shall be counted as a story (refer to Figure 25.14).

Story, Half: An uppermost story lying under a sloping roof having an area of at least two hundred (200) square feet with a clear height of seven feet six inches (7' - 6"). For the Purposes of this Ordinance, the usable floor area is only that area having at least four (4) feet clear height between floor and ceiling.

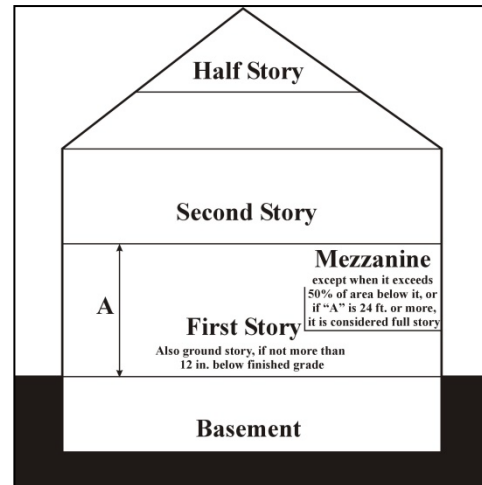


Figure 25.14 Story

Street: A dedicated public right-of-way, other than an alley which affords the principal means of access to abutting property. Various types of streets are defined below.

- a. **Arterial Street or Roadway:** A street or roadway which carries high volumes of traffic at relatively high speeds, and serves as an avenue for circulation of traffic onto, out of, or around the Genoa Township area. An arterial roadway may also be defined as a major thoroughfare, major arterial or minor arterial roadway. Since the primary function of the regional arterial roadway is to provide mobility, access to adjacent land uses may be controlled to optimize capacity along the roadway. Arterial roadways are listed in the Township Master Plan.

- b. **Collector Street:** A street or road whose principal function is to carry traffic between minor and local roads and arterial roadways but may also provide direct access to abutting properties. Collector streets are classified in the Township Master Plan.
- c. **Cul-de-Sac:** A street or road that terminates in a vehicular turnaround.
- d. **Expressway:** Limited access interregional arterial routes, including I-96, designed exclusively for unrestricted movement, have not private access, and intersect only with selected arterial roadways or major streets by means of interchanges engineered for free-flowing movement.
- e. **Highways:** Streets and roadways which are under the jurisdiction of the Michigan Department of Transportation. Highways may also be classified as expressways or arterial roadways.
- f. **Local or Minor Street:** A street or road whose principal function is to provide access to abutting properties and is designed to be used or is used to connect minor and local roads with collector or arterial roadways. Local streets are designed for low volumes and speeds of twenty-five (25) mph or less, with numerous curb cuts and on-street parking permitted.
- g. **Private Road:** Any road or thoroughfare for vehicular traffic which is to be privately owned and maintained and has not been accepted for maintenance by the City, Livingston County, the State of Michigan or the federal government, but which meets the requirements of this Ordinance or has been approved as a private road by the Township under any prior ordinance.
- h. **Public Street:** Any road or portion of a road which has been dedicated to and accepted for maintenance by a municipality, Livingston County, State of Michigan, or the federal government.

Structure: Anything constructed or erected, the use of which requires location on ground or attachment to something having location on the ground. Structures include, but are not limited to, principal and accessory buildings, radio, television and cellular phone towers, decks, fences, privacy screens, walls, antennae, swimming pools, signs, gas or liquid storage facility, mobile homes, street directional or street name sign and billboards.

Substance abuse center or treatment facility: A facility offering counseling, care and treatment for individuals addicted to drugs and alcohol licensed by the Michigan Department of Mental Health, Office of Substance Abuse Services. Such a facility may include or detoxification services. A generally recognized pharmacy or licensed hospital dispensing prescription medicines shall not be considered a substance abuse treatment facility.

Swimming Pool: Any artificially constructed portable or non-portable pool; capable of being used for swimming or bathing, having a depth of two (2) feet or more at any point and having a surface area of two hundred fifty (250) square feet or more.

Tattoo Parlor: An establishment whose principal business activity is the practice placing designs, letters, figures, symbols, or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin.

Temporary Building or Structure. A building or structure which is not permanently affixed to the property, and is permitted to exist for a specific reason for a specific period of time. An example of a temporary building is a trailer used on a construction site or a tent.

Temporary outdoor sales and Temporary outdoor events: Those accessory outdoor business activities which are intended to occur outside the primary structure on a developed lot and are established for a fixed period of time with the intent to discontinue such use upon the expiration of such time and which does not involve the construction or alteration of any permanent structure.

- a. **Temporary outdoor sales:** Those outdoor business activities which sell or offer for sale, barter or exchange any goods, wares, service, merchandise or food stuff of any kind on private and public property and include but are not limited to seasonal sale of merchandise related to holidays, sidewalk sales, or promotional events. Any merchandise sold or service provided shall be that of the regular use in the principal building of the site for which proof of tenant occupancy has been provided.
- b. **Temporary outdoor events:** Non-commercial, non-profit events which do not involve sales and can include but are not limited to motor vehicle shows, animal shows and other activities open to the general public. (added 6/2/14)

Temporary Use. A use which is not permanent to the property and is permitted to exist for a specific reason for a specific period of time.

Therapeutic Massage: The application of various techniques to the muscular structure and soft tissues of the human body performed by a massage practitioner. A massage practitioner must satisfy two (2) or more of the following requirements:

- a. The person is a member of the current Professional Level in the American Massage Therapy Association (AMTA), Associated Bodywork and Massage Professionals (ABMP), International Myomassethics Federation (IMF) or other recognized massage association with equivalent professional membership standards consisting of at least five-hundred (500) hours of training including: theory, practice and techniques of massage (minimum three-hundred (300) hours); human anatomy and physiology (minimum one-hundred (100) hours); and professionalism (minimum one-hundred (100) hours). Instruction in this area shall include training in contraindications, benefits, ethics and legalities of massage, building and marketing a practice and other electives as appropriate.
- b. The person is a graduate of a school of massage licensed by the State of Michigan or holder of a current license from another state which requires, at a minimum, the training set forth in paragraph a. above.
- c. The person has completed a massage training program at a community college, college, university or technical school located in the United States, where such program requires at a minimum, the training set forth in a. above.
- d. The person has passed the National Certification Exam for Massage and Bodywork Practitioners.

Townhouse: See "Dwelling, Townhouse.

Traffic Impact Study: The analysis of the potential traffic impacts generated by a proposed project. This type of study and level of analysis will vary dependent upon the type and size of the project.

- a. **Rezoning Traffic Impact Study:** a traffic impact study which contrasts typical uses permitted under the current and requested zoning or land use classification. This study usually includes a trip generation analysis and a summary of potential impacts on the street system.
- b. **Traffic Impact Assessment:** a traffic impact study for smaller projects which are not expected to have a significant impact on the overall transportation system but will have traffic impacts near the site. This type of study focuses on the expected impacts of a development at site access points and adjacent driveways.
- c. **Traffic Impact Statement:** a traffic impact study which evaluates the expected impacts at site access points and intersections in the vicinity.

Trip (i.e., directional trip): A single or one-direction vehicle movement with either the origin or the destination (exiting or entering) inside a study site.

Tree, Measurement of Height: Where a minimum height is specified for a deciduous or evergreen tree, the height shall be measured from the top of the tree to the surrounding ground elevation or top of the ball (location where fabric containing root system meets the exposed trunk).

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. Uses are classified under the following categories

- a. Residential, which includes single family, two family, multiple family, manufactured homes.
- b. Agriculture, which includes all farming and forestry.
- c. Commercial, which includes all retail trade uses, motor vehicle service, lodging accommodation, food services, other services, arts, and entertainment and recreational businesses.
- d. Office, which includes administrative offices and buildings, used for finance, insurance, legal, real estate, professional, scientific, technical, health care, and social assistance uses.
- e. Institutional, which includes all religious, civic, social, and similar organizations, educational services and public uses.
- f. Industrial, which includes all manufacturing, transportation, warehousing, utilities, waste disposal, construction and mining/mineral extraction uses. (as amended 3/5/10)

Variance: An authorization by the Board of Appeals permitting modification to the regulations and standards of this Ordinance in situations where the literal enforcement would result in a practical difficulty not present on other properties typical of the zoning district.

Veterinary Clinic: A facility providing diagnosis, treatment, surgery and similar veterinary care for small domestic animals.

Veterinary Hospital: A facility which provides diagnosis, treatment, surgery and other veterinary care for domestic animals, horses and livestock. A veterinary hospital may include outdoor boarding incidental to treatment.

Wall: A structure of definite height and location to serve as an opaque screen in carrying out the requirements of this Ordinance.

Waste Receptacle (i.e. dumpster): Any accessory exterior container used for the temporary storage of rubbish, pending collection, having a capacity of at least one (1) cubic yard. Recycling stations and exterior compactors shall be considered to be waste receptacles.

Watercourse: Any natural or manmade body of water including but not limited to a lake, pond, river, canal, channel, swamp, creek, marsh, or outcropping of water.

Wetland: 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, or marsh, and which is any of the following:

- a. contiguous to an inland lake or pond, or a river or stream;
- b. not contiguous to an inland lake or pond, or a river or stream; and more than 5 acres in size;
- c. not contiguous to an inland lake or pond, or a river or stream; and five (5) acres or less in size if the Michigan Department of Natural Resources (MDNR) determines that the protection of the area is essential to the preservation of the natural resources of the state from pollution, impairment, or destruction and the MDNR has so notified the owner. (definition taken directly from the Goemaere-Anderson Wetland Protection Act, P.A. 203, 1979).

Wetland, Contiguous: Contiguous wetlands are wetlands connected to other wetlands or waterways as follows:

- a. A permanent surface water connection or other direct physical contact with any lake, pond, river or stream, including surface or ground water connections.
- b. A seasonal or intermittent direct surface water connection with any lake, pond, river or stream.
- c. Located within 500 feet of the ordinary high water mark of any lake, pond, river or stream.
- d. Separated only by man made barriers, such as dikes, roads, berms, or other similar features.

Wireless Communication Facilities. All structures and accessory facilities relating to the use of the radio frequency spectrum for the purpose of transmitting or receiving radio signals. This may include, but shall not be limited to, radio towers, television towers, telephone devices, personal communication transmission equipment and exchanges, microwave relay towers, telephone transmission equipment building and commercial mobile radio service facilities. This definition does not include “reception antenna” for an individual lot as otherwise defined and regulated in this Ordinance.

- a. **Attached Wireless Communication Facilities.** Wireless communication facilities affixed to existing structures, including but not limited to existing buildings, towers, water tanks, or utility poles.
- b. **Wireless Communication Support Structures.** Structures erected or modified to support wireless communication antennas. Support structures within this definition include, but shall not be limited to, monopoles, lattice towers, light poles, wood poles and guyed towers, or other structures which appear to be something other than a mere support structure.

Yard: 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. A yard may be equal to the setback, but may also be larger, such as where a building is farther from the street than the required setback. Yards are defined below and illustrated in Figure 25.15:

- a. **Front Yard:** An open space extending the full width of the lot, the depth being the minimum horizontal distance between the front lot line or public street right-of-way line/private road easement and the nearest point of building line. A front yard shall be maintained on each side of a corner lot or through lot. For lots along a shoreline of a lake, river, stream or channel the yard facing a public street or private road shall be considered the front yard for zoning purposes and the yard adjoining the shoreline shall be considered the waterfront yard, as defined below. (as amended 12/31/06)

- b. **Rear Yard:** An open space extending the full width of the lot, the depth being minimum horizontal distance between the rear lot line and the nearest point of the principal building line. In the case of a corner lot the rear yard may be opposite either street frontage and there shall only be one (1) rear yard.

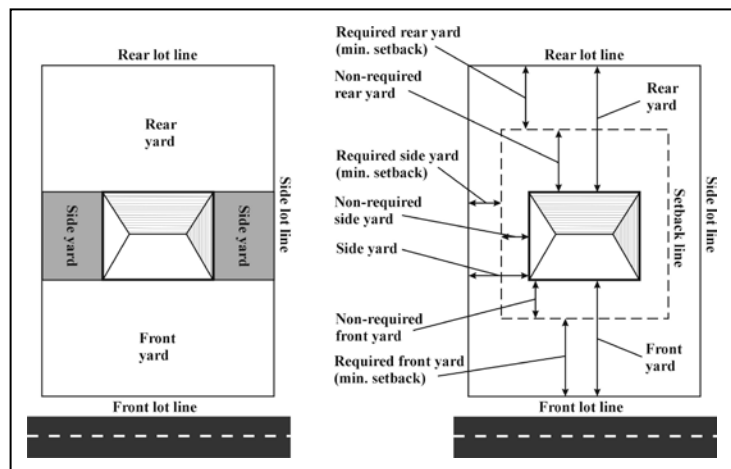


Figure 25.15 Yards

- c. **Side Yard:** A yard between the building line of the principal building or structure and the side lot line extending from front yard to the rear yard, or, in the absence of any clearly defined rear lot line, to the point on the lot farthest from the intersection of the lot line involved with the public street.
- d. **Waterfront Yard:** An open space extending the length of the shoreline of a lake, pond or stream, the depth being the minimum horizontal distance between the shoreline and the nearest point of the principal building line.
- e. **Required Yard:** The open space between the lot line and the minimum setback line. The required yard corresponds to the minimum setback requirement for the district. (as amended 12/31/06)

- f. **Non-required Yard:** The open space between the minimum setback line and the main building. The non-required yard is the additional yard area that the building is setback beyond the minimum setback requirement for the district. (as amended 12/31/06)

Zero Lot Line: The location of a building on a lot in such a manner that one or more of the buildings sides rests directly on a lot line, separated only by fire walls.

Zoning Act: The Michigan Zoning Enabling Act (Public Act 110 of 2006). (as amended 12/31/06)

**ARTICLE 11
GENERAL PROVISIONS**

Sec. 11.01 GENERAL DIMENSIONAL STANDARDS

- 11.01.01 **Calculation of (Buildable) Lot Area:** In the calculation of areas required to maintain specific densities, open space requirements and similar needs, no lot or parcel or portion of same shall be used more than once in such calculation, nor shall adjacent outlots or other open space be used in lieu of space contained within the stated boundaries of the subject lot or parcel. In calculating density for residential developments, twenty-five percent (25%) of wetlands area shall be included in computing gross density. Submerged lands shall not be counted towards minimum lot area or density calculations.
- 11.01.02 **Required Area or Space to be Maintained:** No lot or lots in common ownership and no yard, court, parking area, or other space shall be divided, altered or reduced to make such area or dimension less than the minimum required under this Ordinance. If already less than the minimum required, said area or dimension shall not be further divided or reduced.
- 11.01.03 **Access to Dedicated Streets:** Any lot created after the effective date of this Ordinance shall have frontage upon a public street right-of-way or legally recorded access easement meeting the private road or shared driveway requirements of Article 15. Additional access requirements for specific types of uses:
- (a) Single family dedicated lots or condominiums within a planned unit development may have secondary access to a dedicated street through a private road built to Township standards.
 - (b) Multiple family developments, mobile home parks and other types of medium-high density residential development shall have as a minimum, secondary access to a thoroughfare as noted in the Township Master Plan from a private road constructed to Township standards.
 - (d) The Planning Commission may allow secondary access to a dedicated street through a private frontage road, service drive or private road within an approved access easement.

- 11.01.04 **Projections into Yards:** Certain architectural features may project into the required yards as follows: noted in the table below. In no case shall projecting elements be less than three (3) feet from a property line.

PERMITTED PROJECTIONS INTO REQUIRED YARDS

Projection	Front Yard	Rear/ Waterfront Yard	Interior Side Yard	Corner Side Yard
Air conditioning equipment shelters <u>Chimneys</u>	--	5 <u>3</u> ft.	3 <u>2</u> ft.	3 <u>2</u> ft.
Arbors and trellises	Permitted up to 4 feet from any lot line			
Awnings and canopies	3 ft.	5 ft.	3 <u>2</u> ft.	3 ft.
Bay windows	3 ft.	5 ft.	3 <u>2</u> ft.	3 ft.
Decks <u>and porches</u> , open or enclosed*	See Section 11.04.02			
Eaves, overhanging	3 ft.	5 ft.	3 <u>2</u> ft.	3 ft.
Fences and walls*	See Section 11.04.04			
Flagpoles	Permitted up to 4 feet from any lot line			
Gardens and landscaping	Permitted in all yards			
Gutters	3 ft.	5 ft.	3 <u>2</u> ft.	3 ft.
Laundry drying equipment	--	5 ft.	3 <u>2</u> ft.	--
Light standard, ornamental	Permitted in any yard			
Mechanical equipment such as HVAC <u>and generators</u>	--	5 ft.	3 <u>2</u> ft.	- <u>3</u> ft.
Paved terraces <u>and patios less than 6" above grade *</u>	Permitted up to 4 feet from any lot line			
Unroofed porches and stoops*	3 <u>2</u> ft.	5 <u>3</u> ft.	3 <u>2</u> ft.	3 <u>2</u> ft.
Approved signs*	See Article 16			
Stairways, open unroofed <u>steps or stoop</u>	3 ft.	5 ft.	3 <u>2</u> ft.	3 ft.
Steps	3 <u>2</u> ft.	5 <u>3</u> ft.	3 <u>2</u> ft.	3 <u>2</u> ft.
Television or radio towers or antennas*	--	5 ft.	3 <u>2</u> ft.	3 ft.
Window air conditioning units	3 ft.	5 ft.	3 <u>2</u> ft.	3 ft.

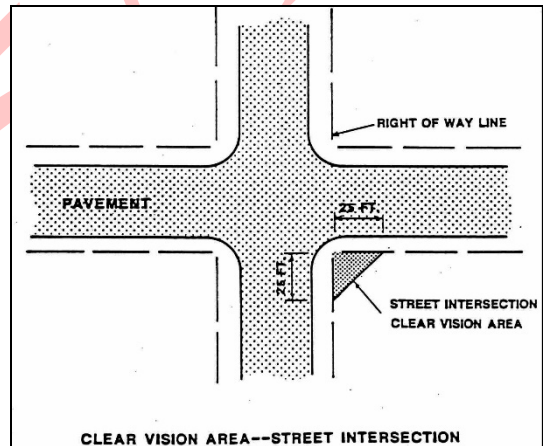
* See additional regulations in this ordinance.

- 11.01.05 **Supplementary Height Regulations:** The following kinds of structural appurtenances may be permitted to exceed the height limitations for authorized use.

- (a) Schools, churches, hospitals and other institutional buildings may be erected to a height not exceeding sixty (60) feet provided the front, side and rear yards shall not be less than the height of the building wall abutting on such yard.
- (b) Chimneys, church spires, cupolas, domes, towers, ~~penthouses,~~ water tanks, monuments or other architectural features approved by the Planning Commission may be erected to a height up to sixty (60) ~~feet tall;~~ feet tall; flag poles may be up to ~~forty~~ sixty (60) feet tall. The Township shall be provided with sufficient evidence to assure that adjacent uses and structures are not threatened due to a collapse of the structure for any reason.
- (c) Any mechanical equipment, including water and gas meters, elevator housings, stairways, tanks, heating, ventilation and air conditioning equipment, and other similar equipment, located on the roof of any building shall comply with the following standards:

- (1) All such equipment shall be screened by a solid wall, fence, landscaping and/or architectural feature that is constructed of the same material and compatible in appearance with the principal building.
- (2) Roof-mounted equipment shall not exceed a height of ten (10) feet above the surrounding roof surface, and shall occupy no more than fifteen percent (15%) of the total roof area. When roof-mounted equipment is located on a building that is adjacent to a residential use or is in view from the adjacent roadway, appropriate architectural screening shall be required.
- (d) Structural extensions appropriate to the building design, such as cornices, shall be limited to five feet above the stated height limit.
- (e) Silos and other farm features shall be limited to fifteen (15) feet above the principal structure height limit.

11.01.06 **Intersection Clear Vision Triangle:** No fence, wall, or structure shall be erected, established, or maintained on any lot which will obstruct the view of drivers in vehicles approaching the intersection adjacent to a corner lot or a driveway on any lot. Fences, walls, or structures located in the triangular area described below shall not be permitted to exceed a height of thirty six (36) inches above the lowest point of the intersecting road(s). The unobstructed triangular area is described as follows:



- (a) The area formed at the corner intersection of two road right of way or easement lines, the two (2) sides of the triangular area being twenty five (25) feet in length measured along abutting public right of way lines, and third side being a line connecting these two sides, or
- (b) The area formed at the corner intersection of a road right of way or easement and a driveway, the two (2) sides of the triangular area being ten (10) feet in length measured along the right of way line and edge of the driveway, and the third side being a line connecting these two sides.

Sec. 11.02 USES

- 11.02.01 **Principal Building, Structure or Use:** No lot may contain more than one (1) principal building, structure or use, except groups of multiple-family dwellings, under the same ownership, site condominium projects, mobile home parks, farm worker housing, unified retail/business centers, auto dealerships, office complexes or other groups of buildings the Zoning Administrator deems to be a principal use collectively.
- 11.02.02 **Determination of "Similar Uses":** Since every type of potential use cannot be addressed in the zoning ordinance, each district provides for "similar uses", referencing this section. All applications for a use not specifically addressed in any zoning district shall be submitted to the Planning Commission for review at a public hearing, based on the following standards.

- (a) A finding the proposed use is not listed as a Permitted or Special Land Use in any zoning district.
- (b) If the use is not addressed in the Zoning Ordinance, the Planning Commission shall select the use listed in the zoning ordinance which most closely resembles the proposed use using criteria such as the nature of the use, aesthetics, traffic generated, potential impact on property values, noise, vibration, dust, smoke, odor, glare and other objectionable impacts in terms of health, safety and welfare in the Township.
- (c) Once a similar use is determined, the proposed use shall comply with any conditional use standards that apply to the similar use.
- (d) Where the Planning Commission determines a proposed use is not similar to a use addressed in the Zoning Ordinance, the applicant may petition for an amendment to the Zoning Ordinance, as described in Article 22.
- (e) The determination as to whether a proposed use is similar in nature and class to another Permitted or Special Land Use within a district should be considered as an expansion of the use regulations, not a variance applying to a particular situation. Any use determined by the Planning Commission to be similar shall thereafter be included in the enumeration of the uses.
- (f) Any use that would constitute a violation of any other Federal, State or local law or regulation shall be prohibited. (as amended 12/31/06)

11.02.03 **Changes in Tenancy/Ownership:** All structures or uses which are conforming uses, nonconforming uses, or approved special uses, planned unit developments or site plans with conditions attached for approval, shall comply with these regulations, special approvals or conditions regardless of change of tenancy or ownership of the property or use. Regulations in this Ordinance pertaining to the discontinuance of nonconforming uses, as provided for elsewhere in this Article, shall continue to be met.

11.02.04 **Voting Place:** The provisions of this Ordinance shall not be so construed as to interfere with the temporary use of any property as a voting place in connection with Township, school or other public election.

11.02.05 **Temporary ~~Construction~~ Buildings and Structures:** Temporary buildings and structures, including trailers, incidental to construction work on a lot, may be placed on such lot for a period no to exceed twelve (12) months in conjunction with a project subject to the restrictions of this section.

- (a) Temporary buildings and structures may only be used in conjunction with an approved construction project for the storage of construction materials, tools, supplies and equipment, for construction management and supervision offices, sales and for temporary on-site sanitation, solid waste or fuel facilities, related to construction activity on the same lot. No temporary building or structure shall be used as a dwelling unit.
- (b) A land use permit for such building or structure shall be issued by the Zoning Administrator prior to installation.

- (c) Temporary buildings and structures shall be removed from the lot within fifteen (15) days after an occupancy permit is issued by the Building Department for the permanent structure on such lot, or within fifteen (15) days after the expiration of a ~~building~~land use permit issued for construction on such lot.

- (d) Non-construction related residential temporary buildings and structures shall comply with accessory structure provisions and shall be properly maintained.

11.02.06 **Open Storage, Parking and Repair of Vehicles:** Except as otherwise provided in this Section, no boat, tractor, trailer, recreation vehicle, commercial vehicle, or other equipment and supplies may be parked or stored on a lot without a principal building. Except as otherwise provided in this Section, no boat, tractor, trailer, recreation vehicle, commercial vehicle, or other equipment and supplies may be parked or stored on a residentially zoned lot with a principal building unless they are parked or stored in an enclosed ~~structure~~building, or may be permitted as follows:

- (a) Boats, trailers and recreational vehicles of twenty-four (24) feet or less in length ~~may~~shall be parked or stored in a rear or side yard. Boats, trailers and recreational vehicles more than twenty-four (24) feet in length shall not be parked or stored within the minimum required rear or side yard setback. All such vehicles and/or trailers must display proof of current license or registration. The maximum number of boats, tractors, trailers, recreation vehicles may be stored or parked in and residential zoning district is:

(1) Maximum of two (2) per residential lot or parcel of land if both are under 24 feet in length.

(2) Maximum of one (1) if 24 feet in length or more.

- (b) Recreation trailers or recreation vehicles may be parked in the front yard for loading, unloading and cleaning purposes for a maximum of 48 hours (see also Section 11.03.03).

- (c) On waterfront lots, no tractor, trailer, commercial vehicle, ~~recreation~~recreational vehicle or similar equipment and supplies ~~may~~shall be parked or stored in the waterfront yard ~~within twenty five (25) feet of the shoreline~~ except boats under 15 feet in length, boating supplies and docking equipment. ~~Recreational vehicles~~One (1) recreational vehicle, boat or trailer may be parked in the front yard ~~driveways~~driveway of a waterfront ~~lots~~lot provided a minimum setback of twenty (20) feet is provided from ~~May 1st through September 30th~~the front lot line.

- (d) Parking of ~~each~~ vehicles, boats, trailers, recreational vehicles, tractors or other equipment in residential zoning districts shall be provided on a paved or gravel surface. Gravel surfaces shall be of sufficient depth to accommodate the weight of a vehicle and shall be resistant to erosion and weathering. Short term parking may be allowed on a grass/lawn for temporary short term events whereby in no case shall vehicles be parked in grass/lawn for more than forty-eight (48) hours or more than ten (10) times in a calendar year.

- (~~e~~) The ~~parking~~, carrying out of repair, restoration and maintenance procedures or projects on vehicles in any residential zoning district, when such work is not conducted entirely within the interior of the vehicle, shall be subject to the following limitations:

- (1) All vehicles parked or being worked on outside shall ~~be on an improved driveway surface, licensed~~belicensed and operable. All cars, boats, tractors, trailers, recreation vehicles, and commercial vehicles shall be parked or placed on a paved surface. The Zoning Administrator may approve alternative surfaces, such as gravel or stone, if the applicant demonstrates that the surface is resistant to erosion and weathering and will not have a negative impact on the environment.
 - (2) Procedures exceeding forty eight (48) hours in duration or which require the vehicle to be inoperable in excess of forty eight (48) hours shall be conducted within an enclosed building.
 - (3) Inoperable vehicles and vehicle parts shall be stored inside an enclosed building.
- ~~(e) — Parking of commercial vehicles with a rated capacity over one (1) ton shall be prohibited in all residential districts; except this restriction shall not apply to essential public service vehicles, and parking, and storage of larger vehicles for farming or lumbering operations is permitted in agricultural, and residential districts if the Zoning Administrator determines the vehicle is used exclusively for uses or activities permitted in the district.~~
- ~~(f)~~ Class one (1) and two (2) US DOT Gross Vehicle Weight Rating vehicles, less than 10,000 pounds, may be parked on residential property. No more than one class three (3) heavy duty pickup truck, not more than 14,000 pounds, may be parked on residential property. Vehicles associated with GAAMPs-verified farms are exempt from this requirement.
- (g) It shall be unlawful for the owner, tenant or lessee of any lot to permit the open storage or outdoor parking of semi-tractor (WB-50 or larger) trucks and/or semi-trailers, bulldozers, earth carriers, cranes or any other similar equipment or machinery, unless the storage or display of such vehicles is an approved use or unless the vehicles are temporarily parked while in use for approved construction on such lot (i.e., active land use permit). (as amended 8/24/07)
- (h) No vehicle used for transporting flammable liquids, explosives, toxic or noxious materials shall be parked or stored in a residential district.
- (i) Open storage is not permitted on any vacant land.
- (j) No part of any boat, tractor, trailer, recreation vehicle, commercial vehicle, or other equipment and supplies may encroach into public right-of-way or be placed or parked over sidewalks, pathways, private roads or other thoroughfares.

11.02.07 Essential Public Services

- (a) Essential services shall be permitted as authorized under any franchise in effect within the Township, subject to regulation as provided in any law of the State of Michigan or in any ordinance of the Township, provided it is the intent of this section to ensure conformity of all structures and uses to the requirements of this Zoning Ordinance wherever such conformity shall be practicable and not in conflict with the

specific requirements of such franchise, state legislation or Township Ordinance. In the absence of such conflict, the Zoning Ordinance shall prevail. Appeal from the application of this Ordinance in regard to any essential service may be made to the Zoning Board of Appeals. Wireless communication facilities shall be subject to the requirements of Section 11.02.08.

- (b) Necessary utility services shall be provided for all uses. Prior to obtaining a plumbing permit for sewer or water, a land use permit shall be obtained from the Township. On-site septic systems shall be designed in accordance with the standards of the Livingston County Health Department.

11.02.08 **Wireless Communication Facilities**

- (a) Purpose and Intent. The regulations of this Section are intended to conform with federal laws and administrative rules governing facilities needed to operate wireless communication systems and to set forth procedures and standards for review and approval for the location of such facilities within Genoa Township. It is the Township's intent to reasonably regulate the location and design of such facilities to retain the integrity of neighborhoods and the character, property values and aesthetic quality of the township. Given the increase in the number of wireless communication facilities requested as a result of the new technology and the Federal Telecommunications Act of 1996, it is the policy of the township that all users should co-locate on Attached Wireless Communication Facilities and Wireless Communication Support Structures. Collocation is proposed in order to assure the most economic use of land and to prevent the proliferation of duplicative services. In recognition of the Township's concern that technological advances may render certain Wireless Communication Facilities obsolete or unnecessary in the future, requirements are set forth for the removal of unused or unnecessary facilities in a timely manner and provide security for removal.
- (b) Definitions. The following definitions shall apply in the interpretation of this Section:
 - (1) Wireless Communication Facilities. All structures and accessory facilities relating to the use of the radio frequency spectrum for the purpose of transmitting or receiving radio signals. This may include, but shall not be limited to, radio towers, television towers, telephone devices, personal communication transmission equipment and exchanges, microwave relay towers, telephone transmission equipment building, [small cell wireless equipment](#) and commercial mobile radio service facilities. This definition does not include "reception antenna" for an individual lot as otherwise defined and regulated in this zoning ordinance.
 - (2) Attached Wireless Communication Facilities. Wireless communication facilities affixed to existing structures, including but not limited to existing buildings, towers, water tanks, or utility poles.
 - (3) Wireless Communication Support Structures. Structures erected or modified to support wireless communication antennas. Support structures within this definition include, but shall not be limited to, monopoles, lattice towers, light poles, wood poles and guyed towers, or other structures which appear to be something other than a mere support structure.

- (4) Collocation. Location by two (2) or more wireless communication providers of wireless communication facilities on a common structure, tower, or building, to reduce the overall number of structures required to support wireless communication antennas within the township.
- (c) Zoning Districts and Approval Process for Wireless Communication Facilities. Wireless Communication Facilities may be located within the Township in accordance with the Table set forth below.

Type/Location of Wireless Communication Facility	Districts Permitted	Approval Procedure
1. Attached to existing structures:		
- Attached to an existing conforming structure that will not be materially altered or changed in appearance	All non-single family residential districts	Administrative Land Use Permit approval by the Zoning Administrator
- Attached to an existing utility pole that will not be modified or materially alter the pole or impair sight lines or compromise safety	All districts	Administrative Land Use Permit approval by the Zoning Administrator, provided letter of acceptance is provided by the utility company
- Collocation upon an attached wireless communication facility previously approved for such collocation	All districts	Administrative Land Use Permit approval by the Zoning Administrator
2. Located on a municipally owned site:		
- Monopole up to 150 feet in height ¹	All districts	Special Land Use and Site Plan approval by the Township Board in accordance with Article 19.
3. Located on a site owned by another governmental entity, religious institution, or public school		
- Monopole up to 100 feet in height ¹	All districts	Special Land Use and Site Plan approval by the Township Board in accordance with Article 19.
4. New facility not addressed above:		
- Monopole up to 120 feet tall ¹	PRF, OSD, GCD & RCD Districts or AE with a minimum lot area of forty (40) acres	Special Land Use and Site Plan approval by the Township Board in accordance with Article 19.
- Monopole any height	IND District	Special Land Use and Site Plan approval by the Township Board in accordance with Article 19.
- Lattice tower where it can be demonstrated that a monopole is not feasible.	IND District	Special Land Use and Site Plan approval by the Township Board in accordance with Article 19.

1. Height may be increased ten (10) feet where determined necessary to provide future collocation. (as amended 12/31/06)

- (d) Application Requirements. The following information shall be provided with the application, in addition to other submittal requirements for sketch plan or site plan, as required in Article 18.
- (1) Signed certification by a professional engineer licensed by the State of Michigan with regard to the manner in which the proposed structure will fall in the event of damage, accident or injury (i.e. "fall zone"), and that the setback area provided shall accommodate the structure should it fall or break and provide a reasonable buffer in the event the structure fails.

- (2) A description of performance guarantee to be posted at the time of receiving a land use permit for the facility to ensure removal of the facility when it is abandoned or is no longer needed. The applicant shall demonstrate that funds will be available to the Township for removal of any structure used for wireless communication in an amount which reasonably reflects the cost of removal of the facility and restoration of the property or structure upon which the facility is located or placed. Adequate funds shall also be provided to cover the Township's administrative costs in the event that the applicant or its successor does not remove the Wireless Communication Facility in a timely manner.

The security shall, at the election of the Township Board, be in the form of: (1) cash; (2) security bond; (3) letter of credit; or, (4) an agreement in a form approved by the Township Attorney and recordable at the office of the Register of Deeds, establishing a promise of the applicant and owner of the property, or their successors, to remove the facility in a timely manner as required under this section of the ordinance. It shall further be provided that the applicant, owner or successor, shall be responsible for payment of any costs or attorney fees incurred by the Township in securing removal.

- (3) A map that illustrates existing and known proposed wireless communication facilities within Genoa Township and adjacent communities, which are relevant in terms of potential collocation or to demonstrate the need for the proposed facility. If and to the extent the information in question is on file with the township, the applicant shall be required only to update as needed. Any such information which is trade secret and/or other confidential commercial information which, if released would result in commercial disadvantage to the applicant, may be submitted with a request for confidentiality in connection with the development of governmental policy MCL 15.243(l)(g). This ordinance shall serve as the promise to maintain confidentiality to the extent permitted by law. The request for confidentiality must be prominently stated in order to bring it to the attention of the community.

- (4) For all new facilities, in recognition of the township's policy to promote collocation, a written agreement, transferable to all assessors and assigns, that the operator shall make space available on the facility for collocation.

- (5) The name, address and phone number of the person to contact for engineering, maintenance and other notice purposes. This information shall be continuously updated during all times the facility is on the premises.

- (e) Design Standards Applicable to All Facilities. In addition to the Criteria of Site Plan Review listed in Article 18 and Special Land Use Review listed in Article 19, all wireless communication facilities shall be constructed and maintained in accordance with the following standards:

- (1) Facilities shall be located and designed to be harmonious with the surrounding areas. The Planning Commission may require unique design of the structure to either diminish the visual impact or to create an architectural feature that will contribute to or enhance community character.

- (2) A permit for the construction and use of a new wireless communication facility shall not be granted until the applicant demonstrates a feasible collocation is not available for the coverage area and capacity needs. Additionally, a permit for the construction and use of a new wireless communication facility shall not be granted in the AE District until the applicant demonstrates that there are no feasible alternative locations.
- (3) All new and modified wireless communication facilities shall be designed and constructed to accommodate collocation, with a written agreement in a format approved by the Township Attorney.
- (4) Landscaping shall be provided to screen the structure base, accessory buildings and enclosure from adjacent uses and public rights-of-way.
- (5) Elevations of the accessory buildings shall be provided. All accessory buildings shall be constructed of brick, provided the Planning Commission may waive this requirement for a building that is located in the Industrial district and is not visible from a public right-of-way or non-industrial zoning district.
- (6) Fencing shall be provided for protection of the support structure and security from children and other persons who may otherwise access facilities.
- (7) Any nonconforming situations on the site, such as, but not limited to, outdoor storage, signs, inadequate landscaping, unpaved parking, lack of a sidewalk, improper lighting or similar conditions shall be brought into conformance prior to the erection of the wireless communication facility. If existing buildings or structures are not in conformance with the current zoning standards, improvements shall be made to decrease the nonconformity or additional landscaping shall be provided to reduce the impact of the nonconformity and the wireless facility.
- (8) The operator shall comply with applicable federal and state standards relative to the environmental effects of radio frequency emissions.
- (9) The applicant shall demonstrate that the requested height of the new or modified support structure and antenna shall be the minimum height necessary for reasonable communication by the applicant, including additional height to accommodate future collocation where appropriate.
- (10) Minimum required setbacks for new facility or support structure.
- a. From any residential district - the height of the structure, plus twenty five (25) feet, provided the engineering information required in (d)(1) is provided. The person or body with authority to approve the facility may decrease this setback to that provided in c below upon a finding that no residential use exists or is expected on the adjacent site.
 - b. From any existing or proposed rights-of-way or other publicly traveled roads or non-motorized improved pathways - half the height

of the structure, plus twenty five (25) feet, provided the engineering information required in (d)(1) is provided; otherwise the setback shall be the height of the facility.

- c. From non-residential district - one half the height of the structure, plus ten (10) feet, provided the engineering information required in (d)(1) above demonstrates such setback is adequate.

d. In the AE District, spacing from an off-site residential building shall be not less than five hundred (500) feet.

- (11) Accessory buildings shall be a maximum of fourteen (14) feet high and shall be set back in accordance with the requirements for principal buildings in that zoning district.
- (12) There shall be unobstructed access to the support structure, for operation, maintenance, repair and inspection purposes, which may be provided through or over an easement. This access shall have a width and location determined by such factors as: the location of adjacent thoroughfares and traffic and circulation within the site; utilities needed to service the tower and any attendant facilities; the location of buildings and parking facilities; proximity to residential districts and minimizing disturbance to the natural landscape; and the type of equipment which will need to access the site.
- (13) Where an attached wireless communication facility is proposed on the roof of a building if the equipment enclosure is proposed as a roof appliance or penthouse on the building, it shall be designed, constructed and maintained to be architecturally compatible with the principal building. The equipment enclosure may be located within the principal building or may be an accessory building. If proposed as an accessory building, it shall conform with all district requirements for principal buildings, including yard setbacks.
- (14) The support system shall be constructed in accordance with all applicable building codes and shall include the submission of a soils report from a geotechnical engineer, licensed in the State of Michigan. This soils report shall include soil borings and statements confirming the suitability of soil conditions for the proposed use.
- (15) The requirements of the Federal Aviation Administration, Federal Communication Commission, and Michigan Aeronautics Commission shall be noted. Any aviation hazard lighting shall be detailed on the plans.
- (16) A maintenance plan, and any applicable maintenance agreement, shall be presented and approved as part of the site plan for the proposed facility. Such plan shall be designed to ensure the long term, continuous maintenance to a reasonably prudent standard.
- (f) Removal. As a condition of every approval of a wireless communication facility, adequate provision shall be made for removal of all or part of the facility by users and owners upon the occurrence of one or more of the following events:

- (1) When the facility has not been used for one hundred eighty (180) days or more. For purposes of this section, the removal of antennas or other equipment from the facility, or the cessation of operations (transmission and/or reception of radio signals) shall be considered as the beginning of a period of non-use.
 - (2) Six (6) months after new technology is available at reasonable cost, as determined by the Township Board, which permits the operation of the communication system without the requirement of the support structure.
 - (3) The situations in which removal of a facility is required, as set forth in paragraph 1 above, may be applied and limited to portions of a facility.
 - (4) Upon the occurrence of one or more of the events requiring removal, specified in paragraph (1) above, the property owner or persons who had used the facility shall immediately apply or secure the application for any required demolition or removal permits, and immediately proceed with and complete the demolition/removal, restoring the premises to an acceptable condition as reasonably determined by the Zoning Administrator.
 - (5) If the required removal of a facility or a portion thereof has not been lawfully completed within sixty (60) days of the applicable deadline, and after at least thirty (30) days written notice, the Township may remove or secure the removal of the facility or required portions thereof, with its actual cost and reasonable administrative charge to be drawn or collected and/or enforced from or under the security posted at the time application was made for establishing the facility.
- (g) Collocation.
- (1) **Statement of Policy.** It is the policy of Genoa Township to minimize the overall number of newly established locations for Wireless Communication Facilities and Wireless Communication Support Structures within the Township and to encourage the use of existing structures for Attached Wireless Communication Facilities. If a provider fails or refuses to permit collocation on a facility owned or controlled by it, where collocation is feasible, the result will be that a new and unnecessary additional structure will be required, in contradiction with Township policy. Collocation shall be required unless an applicant demonstrates that collocation is not feasible.
 - (2) **Feasibility of Collocation.** Collocation shall be deemed "feasible" for the purpose of this section where all of the following are met:
 - a. The wireless communication provider or property owner where collocation is proposed will accept market rent or other market compensation for collocation and the wireless communication provider seeking the facility will pay such rates.
 - b. The site on which collocation is being considered, taking into consideration reasonable modification or replacement of a facility, is able to provide structural support.

- c. The collocation being considered is technically reasonable, e.g. the collocation will not result in unreasonable interference, given appropriate physical and other adjustments in relation to the structure, antennas and the like.
- (h) Nonconforming facilities and penalties for not permitting collocation. If a party who owns or otherwise controls a wireless communication facility shall fail or refuse to alter a structure to accommodate a proposed and otherwise feasible collocation, such facility shall thereupon and thereafter be deemed to be a nonconforming structure and use, and shall not be altered, expanded or extended in any respect. In addition, if a party refuses to allow collocation in accordance with the intent of this Section, and this action results in construction of a new tower, the township may refuse to approve a new wireless communication support structure from that party for a period of up to five (5) years. Such a party may seek and obtain a variance from the Zoning Board of Appeals if and to the limited extent the applicant demonstrates entitlement to variance relief which, in this context, shall mean a demonstration that enforcement of the five (5) year prohibition would unreasonably discriminate among providers of functionally equivalent wireless communication services, or that such enforcement would have the effect of prohibiting the provision of personal wireless communication services.
- (i) Variances. The Zoning Board of Appeals may consider a variance from the standards of this Section, based upon a finding that one or more of the following factors exist, as appropriate for the type of variance requested:
 - (1) For location, the applicant has demonstrated that a location within a district or location in accordance with the standards of this Section can not reasonably meet the coverage or capacity needs of the applicant.
 - (2) For no collocation the applicant has demonstrated that a feasible collocation is not available for the coverage area and capacity needs because existing structures can not support the facility, that collocation would result in unreasonable interference, or that reasonable financial terms are not available for collocation.
 - (3) For setback, the applicant has provided engineering information that documents that the tower is self collapsing and that the setback area provided shall accommodate the structure should it fall or break and provide a reasonable buffer in the event the structure fails.
 - (4) For height, the height requested is due to signal interference due to topography, tall buildings, masses of trees, or other obstructions, or would reduce the number of towers to the benefit of the township.
 - (5) For all, the applicant has proposed means to mitigate any negative impacts through provision for future collocation, if found to be appropriate by the township, and special design of the facility and site.
 - (6) For all, the wireless communication and accessory facilities shall be designed to be compatible with the existing character of the proposed site, neighborhood and general area such as a steeple, bell tower, or similar form.

Sec. 11.03 DWELLINGS

11.03.01 Single Family Dwelling Design Standards: Single family dwellings and mobile homes located outside a mobile home park or manufactured housing subdivision shall conform to the standards of this section.

- (a) **Certification:** If the dwelling unit is a mobile home, the mobile home must either be (i) new and certified by the manufacturer and/or appropriate inspection agency as meeting the Mobile Home Construction and Safety Standards of the U.S. Dept. of Housing and Urban Development, as amended, or any similar successor or replacement standards which may be promulgated, or (ii) used and certified by the manufacturer and/or appropriate inspection agency as meeting the standards referenced in (i) above, and found, on inspection by the Zoning Administrator or his/her designee, to be in excellent condition and safe and fit for residential occupancy.
- (b) **Dimensional Standards:** Each such dwelling unit shall comply with the minimum standards listed in Article 3 for the Zoning District in which it is located, including minimum lot area, minimum lot width, minimum floor area, required setbacks and maximum building height.
- (c) **Dimensions:** Each such dwelling unit shall have a minimum width across any front, side or rear elevation of 20 feet and comply in all respects with the Michigan State Construction Code Commission, including minimum heights for habitable rooms. Where a dwelling is required by law to comply with any federal or state standards or regulations for construction and where such standards or regulations for construction are different than those imposed by the Michigan State Construction Code Commission, then such federal or state standard or regulation shall apply.
- (d) **Foundation:** Each such dwelling unit shall be firmly attached to a permanent foundation constructed on the site in accordance with the Michigan State Construction Code Commission and shall have a wall of the same perimeter dimensions of the dwelling and constructed of such materials and type as required in the applicable building code for single-family dwellings. If said dwelling is a mobile home, the dwelling shall be securely anchored to the foundation to prevent displacement during windstorms.
- (e) **Undercarriage:** In the event that such dwelling unit shall be a mobile home, the wheels, tongue, hitch assembly and other towing appurtenances shall be removed before attachment to a permanent foundation. The foundation or masonry skirting shall fully enclose the undercarriage and chassis prior to occupancy.
- (f) **Sewage disposal and water supply:** Each such dwelling unit shall be connected to a public sewer and water supply approved by the Township or to such private facilities approved by the Livingston County Health Department.
- (g) **Code compliance:** Each such dwelling unit shall comply with all pertinent building and fire codes. In the case of a mobile home, all construction and all plumbing, electrical apparatus and insulation within and connected to said mobile home shall be of a type and quality conforming to the "Mobile Home Construction and Safety

Standards" as promulgated by the United States Department of Housing and Urban Development, being 24 CFR 3280, and as from time to time such standards may be amended. Additionally, all dwellings shall meet or exceed all applicable roof snow load and strength requirements.

- (h) Storage area: Each such dwelling unit shall contain a storage area equal to 10% of the square footage of the dwelling or 100 square feet, whichever shall be less. This storage area shall consist of a basement, attic, closet areas or attached garage, or in a separate detached accessory structure which complies with the standards of this Article regarding accessory buildings and structures.
- (i) Compatible Building Design: All newly constructed single family and two family homes shall be aesthetically compatible in design and appearance with other residences in the vicinity. This shall be accomplished by maintaining the architectural styles, details, building materials and design themes of dwelling units on both sides of the street, within five hundred (500) feet of the subject lot and in the same zoning district. Similarity and compatibility with surrounding dwelling units in terms of the following design requirements and features must be provided in order to meet this requirement:
 - (1) roof drainage systems that concentrate roof drainage at collection points along the sides of the dwelling;
 - (2) minimum of two exterior doors with one facing the front lot line and the second one being in either the rear or side of the dwelling;
 - (3) steps connected to exterior door areas or to porches connected to the door areas where a difference in elevation requires the same;
 - (4) roof pitch of no less than four (4) feet of rise for each twelve (12) feet of horizontal run;
 - (5) front facade appearance that is manifestly designed as a front façade containing a door, windows and other architectural features customary of the front facade of a residence; and
 - (6) exterior building materials compatible with surrounding dwellings;
- (j) Compatibility determination: The compatibility of design and appearance shall be determined in the first instance by the Township Zoning Administrator. An applicant may appeal to the Board of Zoning Appeals within a period of fifteen (15) days from the receipt of notice of said Zoning Administrator's decision. The determination of compatibility shall be based upon the building compatibility design standards listed in Section 11.03.01(i) above and all other design standards outlined in this Section. The foregoing shall not be construed to prohibit innovative design concepts involving such matters as solar energy, view, unique land contour, or relief from the common or standard designed home.
- (k) Additions: Each such dwelling unit shall contain no addition or room or other area which is not constructed with similar quality workmanship as the original structure, including permanent attachment to the principal structure and construction of a

foundation as required herein. In addition, the dwelling unit shall have no less than two (2) exterior doors, with one being either at the rear or side of the dwelling unit.

- (l) Building permit: All construction required herein shall be commenced only after a building permit has been obtained in accordance with the applicable Michigan State Construction Code provisions and requirements.
- (m) Exceptions: The foregoing standards shall not apply to a mobile home located in a licensed mobile home park except to the extent required by state or federal law or otherwise specifically required in this ordinance and pertaining to such parks. Mobile homes which do not conform to the standards of this section shall not be used for dwelling purposes within the Township unless located within a mobile home park or a mobile home subdivision district for such uses, or unless used as a temporary residence as otherwise provided in this Ordinance.

11.03.02 Dwellings Outside of the Agricultural and Residential Districts:

- (a) The construction of dwellings in nonresidential districts is prohibited except for housing used exclusively by security, custodial maintenance or management personnel and approved by the Planning Commission. The use of trailers and recreational vehicles for housing such security and custodial personnel, or other persons, is prohibited.
- (b) The use of recreation vehicles and trailers is permitted as a temporary residence between May 1st and October 1st each year provided the vehicles and trailers are located in a designated recreation vehicle/trailer park, and that they are connected to appropriate sewer, water and electric facilities serving the park.

Sec. 11.03.03 Regulations on Accessory Dwellings

- (a) Recreational vehicles or camping trailers may be used for living purposes when accessory to single-family or two-family dwellings, provided such use shall only be permitted for a cumulative total of no more than twenty one (21) days in any twelve (12) month period. Any such recreational vehicle parked in a front yard shall be parked in the driveway.
- (b) For lots of 120 acres or more in the Agricultural District, one additional principal building (a total of two) shall be permitted if the additional principal building is occupied by a member of the family who occupies the principal building, or employees working on the property for farming purposes, raising livestock or training horses, provided each accessory dwelling unit meets the minimum size for a one (1) bedroom unit as specified in Section 3.04.
- (c) The use of any portion of the basement of a partially completed building, or any detached garage or accessory building for dwelling or sleeping purposes in any zoning district is prohibited.

Sec. 11.04 ACCESSORY BUILDINGS AND STRUCTURES

11.04.01 Accessory Buildings, Structures and Uses in General

- (a) Relation to Principal Building: Accessory buildings, structures and uses are permitted only in connection with, incidental to and on the same lot with a principal building, that is occupied by a use permitted in the particular zoning district. ~~In the Agricultural District an accessory building or structure may be permitted on a separate lot in conjunction with activity of a permitted use on another lot under same ownership.~~ No accessory building, structure or use shall be occupied or utilized unless the principal structure to which it is accessory is occupied or utilized.
- (b) Permit Required: Any accessory building shall require a land use permit, except one (1) accessory building ~~one~~two hundred ~~twenty (120)~~(200) square feet or less shall be allowed ~~without~~with a land use ~~permit~~waiver.
- (c) Restrictions in Front Yard: Detached accessory buildings shall not be erected in any front yard, except accessory buildings are permitted in the front yards as follows:
- (1) Waterfront lots in the Lakeshore Resort Residential District, provided the front setback is ten (10) feet.
 - (2) Lots of at least five (5) acres in the AE District when the front setback is equal to or greater than the average setback of established buildings on adjoining lots or seventy-five (75) feet, whichever is greater, as determined by the Zoning Administrator. If the adjacent lots are undeveloped, then front yard accessory buildings are permitted with a minimum front yard setback of two hundred (200) feet.
 - (3) In the case of attached residential dwelling complexes, detached parking garages or carports may be permitted in the non-required front yard provided the Planning Commission approves the site plan, elevation drawings and construction materials. In reviewing such structures, the Planning Commission shall consider the impact of headlights and views from nearby public streets and adjacent properties.
- (d) Required Setbacks (Attached): Where the accessory building, structure or use is structurally attached to a principal building, structure or use, it shall be subject to all the regulations of this section applicable to principal buildings, structures and uses, except for ~~unenclosed~~ decks as noted in Section 11.04.02 and ~~privacy fences,~~ walls, and screens as noted under section 11.04.04 "Fences, Walls and Screens." An accessory building shall be considered part of the principal building if it is structurally and architecturally integrated into the principal building, or is attached by an enclosed breezeway or similar architectural feature not greater than twenty (20) feet in length.
- (e) Required Setbacks (Detached, ~~one~~two hundred ~~twenty (120)~~(200) square feet or less total floor area): Detached accessory buildings or structures with ~~one~~two hundred ~~twenty (120)~~(200) square feet or less total floor area shall be at least four (4) feet from any principal building, and at least four (4) feet from any lot line.
- (f) Required Setbacks (Detached, over ~~one~~two hundred ~~twenty (120)~~(200) square feet total floor area): Detached accessory buildings and structures over ~~one~~two hundred ~~twenty (120)~~(200) square feet of total floor area shall be at least ten (10) feet from any principal building, and at least ten (10) feet from any side or rear lot line; except as follows:

- (1) On lots greater than one (1) acre detached accessory buildings and structures over ~~one~~two hundred ~~twenty~~ (120)(200) square feet of total floor area shall meet the setback requirements for principal structures.
- (2) On lots in the Lakeshore Resort Residential District a detached accessory building over ~~one~~two hundred ~~twenty~~ (120)(200) square feet of total floor area shall be allowed to reduce one (1) side yard setback to at least five (5) feet as follows:
 - a. The accessory building shall be setback at least ten (10) feet from the other side lot line.
 - b. There shall be a minimum of ten (10) feet of separation from buildings on adjacent lots.
- (3) In non-residential districts, all detached accessory buildings and structures shall meet the setbacks requirements for principle structures unless otherwise provided herein.
- (g) Setback from Shoreline: Detached accessory buildings shall be setback at least fifty (50) feet from the nearest edge of any lake shoreline, except in the Lakeshore Resort Residential District where accessory buildings shall meet the shoreline setback requirements for the principle structure as specified in Table 3.04.02. Detached accessory buildings shall be setback at least twenty-five (25) feet from the edge of any wetland.
- (h) Maximum Size: The combined total of all accessory buildings in any residential district shall be a maximum of nine hundred (900) square feet in area for lots less than two (2) acres and one thousand two hundred (1200) square feet in area for lots equal to or greater than two (2) acres. Accessory buildings and structures located on ~~conforming~~ lots five (5) acres or more in Agricultural and Country Estates Districts shall not be limited by size, provided all required setback are met.
- (i) Maximum Number: No more than two (2) detached accessory ~~buildings~~structures shall be permitted on any lot in any district except ~~the Agricultural and Country Estate Districts~~conforming lots in the AE District.
- (j) Maximum, Height: The maximum building height of any detached accessory building shall be ~~fourteen~~ (14)(eighteen) (18) feet (see Article 25 for calculation of building height), except as follows:
 - (1) Antenna heights may be as noted in Section 11.04.06
 - (2) ~~Accessory buildings on conforming~~On lots two (2) acres or greater in the Agricultural, ~~Country Estate Districts~~ and Rural Residential Districts ~~may~~, accessory building heights shall not exceed ~~the maximum height restrictions for principal buildings by up to fifteen~~ (15)35 feet..
- (k) Restrictions on Use: Accessory garages shall only be used to store vehicles or equipment associated with a Permitted Use.

- (l) Not used for dwelling/business: Accessory buildings shall not be occupied for dwelling purposes nor used for any business profession, trade or occupation except for agricultural uses in an ~~Agricultural~~^{AE} District as permitted in Section 3.03 and home occupations as provided for in Section 3.03.02(a). (as amended 12/31/06, 3/5/10, and 2/25/11)

11.04.02 **Decks, Porches, and Similar Structures**

- (a) (a) — Attached or ~~unattached~~ abutting uncovered decks, porches and similar structures without a roof, walls or other form of enclosure shall be permitted within all non-required yards. Within the required yard, attached or abutting uncovered decks and porches without a roof, walls ~~or~~ of other form of enclosure shall be permitted ~~to~~ as follows:

(1) Front Yard: Attached or abutting uncovered decks, porches and similar structures without a roof, walls or other form of enclosure may extend a ~~maximum of twenty five (25)~~ twelve (12) feet from the ~~rear~~ front building line ~~of the principal building~~, provided they shall be at least ~~twenty~~ (20) feet from the front lot line.

(2) Side Yard: Attached or abutting uncovered decks, porches and similar structures without a roof, walls or other form of enclosure may extend into the required side yard provided they shall be at least ~~at least~~ four (4) feet from any side lot line ~~and~~.

(3) Rear Yard: Attached or abutting uncovered decks, porches and similar structures without a roof, walls or other form of enclosure may extend into the required rear yard provided they shall be at least ~~at least~~ ten (10) feet from any rear lot line.

(4) Waterfront Yard: Attached or abutting uncovered decks, porches and similar structures without a roof, walls or other form of enclosure may extend a maximum fifteen (15) feet into the required waterfront yard provided that a minimum fifteen (15) foot wide open space greenbelt shall be provided between the deck and the closest edge of the shoreline.

- ~~(a)(b)~~ Attached or abutting covered or enclosed decks ~~and~~, porches or similar structures with ~~a~~ an open or enclosed roof or walls shall be considered to be part of the principal building for purposes of determining setbacks. One pergola or gazebo as regulated in ~~(d)~~ is permitted.

- ~~(c)~~ ~~(b)~~ Detached decks and similar structures shall comply with the requirements of Section 11.04.01 for Accessory Structures with the exception of waterfront lots as specified in Section 11.04.01(e).

- (d) For condominiums, the placement of decks shall be stipulated in the Condominium Master Deed and Exhibit B Site Plan, in conformance with the regulations of this section. Where there are no property ~~(site-condominium)~~ lines between the two condominium units, decks shall be setback a minimum of four (4) feet from the halfway point between the two units, provided the decks are separated a minimum of eight (8) feet (combined four (4) foot setback of both decks).

~~(e) Shoreline Lots: Decks without roofs on a waterfront lot shall extend a maximum fifteen (15) feet from the rear building line of the principal structure. A minimum fifteen (15) foot wide open space greenbelt shall be provided between the deck and the closest edge of the shoreline. A separate deck or patio of one hundred (100)~~

Waterfront Lots: See Section 11.04.02(a)(4) above. A separate deck of one hundred fifty (150) square feet or less shall be permitted along the shoreline, with a maximum length along the shoreline of ten (10) feet and a maximum height of six (6) inches above the mean grade. A shoreline deck is not eligible for a gazebo or pergola as stated in 11.04.02(f) below.

~~(d)~~ Gazebos/Pergolas: ~~Decks~~Except for waterfront decks as noted above, attached or abutting uncovered decks, porches and similar structures may include a covered or enclosed pergola or gazebo with a maximum size of one hundred fifty (150) square feet and a maximum height of fourteen (14) feet (see Article 25 for calculation of building height). ~~(as amended 5/13/05 and 3/5/10)~~Freestanding gazebos or pergolas shall meet accessory structure setbacks.

(as amended 5/13/05 and 3/5/10)

11.04.03 Swimming Pools

(a) Requirement for Fence: Every person owning land on which there is located a swimming pool, spa, hot tub, or similar device (below ground or above ground) which contains twenty-four (24) inches or more of water in depth at any point, shall erect and maintain thereon a fence or enclosure approved by the Building Official surrounding the device sufficient to make such device inaccessible to small children. Such fence ~~or enclosure~~, including the gates, shall not be less than four (4) feet or greater than (6) feet above grade. All gates shall be self-latching with latches placed no less than four (4) feet above grade or otherwise made inaccessible from the outside to small children. A hot tub with a locking cover shall not require a fence.

~~(b)~~ Restriction from Waterfront Yard: All pools, hot tubs, and associated enclosures and decks shall not be erected in the required shoreline setback. Such structures are also subject to the natural feature setback requirements of Section 13.02.04(d).

(c) Relationship of Height to Setback: Swimming pools, spas, hot tubs, similar facilities and associated enclosures or surrounding decks with an elevation measured from the mean grade at any point adjacent to such facility of three (3) feet or less shall be at least ten (10) feet from any lot line. Where the elevation is greater than three (3) feet above grade at any point, the setback shall be at least fifteen (15) feet from any lot line.

~~(e)~~ Restriction from Front Yard: Swimming pools, spas, hot tubs and similar devices shall not be located in any front yard.

11.04.04 Fences, Walls and Screens

(a) Unless specifically authorized elsewhere in this Ordinance, fences, walls or screens located within the front yard in any residential zoning district shall not exceed three (3) feet in height, or be in excess of forty nine (49) percent (%) solid or impervious.

- (b) Chain link fences shall not be erected in any front yard ~~within a residential district,~~ unless enclosing a retention pond that has been approved by the Planning Commission. ~~Fences shall not be permitted in the required waterfront yard.~~

- ~~(e)~~ (c) Waterfront Lots: Fences, walls or screens shall not be permitted in the required shoreline setback as stated in Table 3.04.02.

Unless specifically authorized elsewhere in this Ordinance, fences, walls or screens located within the ~~required~~ side yard ~~or required,~~ rear yard or non-required waterfront yard in any zoning district shall not exceed a height of ~~four (4)~~ six (6) feet, except the Zoning Administrator may approve ~~the following:~~

- ~~(1)~~ A privacy fence or wall up to six (6) feet high within the required side yard provided the wall does not extend beyond the front building line or more than ten (10) feet beyond the rear building line;
- ~~(2)~~ A six (6) foot high dog run or pet enclosure enclosing a maximum of twenty percent (20%) of the required rear yard or two hundred (200) square feet maximum area within the required rear yard, whichever is less
- ~~(3)~~ A six (6) foot high fence in an Agricultural or Country Estate District, which does not exceed forty nine percent (49%) solid or impervious area except as provided for in 11.04.04(c);
- ~~(b)(d)~~ (4) an eight (8) foot high security fence of a permitted essential public service building, essential public service storage yard, towers, conforming commercial-use or industrial use, which may also include a maximum of one (1) additional foot of barb wire.
- ~~(e)~~ (d) Fences must be constructed of a natural or synthetic material that is all-weather resistant and is engineered and designed to be used for permanent installation as a fence or screen material. Where a fence has a finished and unfinished side, the more decorative side shall face outward toward the adjoining property or street.
- ~~(f)~~ Fences shall be installed and maintained free from defects, safety hazards and collapse, and shall be kept in good repair. No signs, words, letters, images, or illustrations shall be installed on any fence.
- ~~(g)~~ Fences, walls or screens shall not be erected within any public right-of-way or maintained in such a way as to obstruct the vision of motorists exiting driveways or within the triangular area formed by the intersection of the street right-of-way lines and a line connecting two points located on those intersecting right-of-way lines twenty-five (25) feet from the point of intersection with the right-of-way lines.
- ~~(eh)~~ The use of electric current or charge on any fence or part thereof is prohibited, except for low voltage fences in the Agricultural and Country Estate Residential District, intended to enclose permitted livestock, or electronic fences buried beneath the ground. (as amended 12/31/06 and 3/5/10)

11.04.05 **Waterfront Accessory Structures:** Waterfront structures and appurtenances are permitted accessory structures on waterfront property, subject to the requirements of this section. The following requirements apply to all structures and appurtenances within the required

waterfront yard (i.e. the minimum required setback from the ordinary high water mark.) in all zoning districts.

(a) Only the following structures and appurtenances shall be permitted within the required waterfront yard:

- (1) docks and mooring apparatus;
- (2) decks, subject to the requirements of Section 11.04.02(c);
- (3) no more than one ~~gazebo~~accessory structure, subject to the requirements of Section 11.04.~~02(d)~~01(g).

(b) Allowable accessory use of the waterfront in a single family residential district shall be limited to not more than (1) dock per lot ~~or per dwelling unit~~occupied with a principle permitted use. . Boat houses shall not be permitted.

~~(c) No more than one (1) boat slip per dwelling unit shall be permitted for multiple family dwellings.~~

~~(d)~~(c) Commercial boat rental shall be prohibited in residential districts.

~~(e)~~(d) Boat launching sites and boat docks within a common use riparian lot and dockminiums shall comply with the provisions of Section 13.03.

11.04.06 **Reception Antennas and Towers:** Radio or television antennas or towers, including satellite dish antennas and transmission or reception antennas erected or installed in any zoning district as an accessory structure to a permitted use shall comply with the standards below. Wireless communication facilities, such as cellular antenna and commercial broadcasting antenna, shall be subject to the requirements of Section 11.02.08

(a) Intent and Exceptions: The intent of this section is to provide reasonable regulations for reception antenna facilities to achieve the objectives listed below.

- (1) Promote safety and prevent hazards to persons and property resulting from accidents involving antenna facilities which could fall from building or structural mountings due to wind load, snow load or other factors.
- (2) Promote utilization of ground mounting for antennae facilities where reasonably feasible.
- (3) Require screening of ground-mounted facilities and minimize visibility to roof or structure mounted facilities to maintain architectural integrity and aesthetic quality of property improvements and preserve property values.
- (4) Exclude from provisions of this section are conventional VHF and UHF television antennae, satellite dishes less than one (1) meter in diameter and short wave radio antennae based upon the following findings: there is relatively minor concern for wind and snow load issues due to an established safety record; there has been an historical acceptance of such facilities from architectural and aesthetic standpoints; and the cost of complying with the

procedure for application and review would be unreasonable in relation to the cost of purchasing and installing the facility.

- (5) Balance regulations on the placement and manner of reception antenna installation to the minimum required to achieve the objectives herein.
 - (6) Promote and protect the public health, safety and welfare by the exercise of Township police powers in relation to a property owner's right to construct and use reception antennae to receive signals without reasonable restriction.
- (b) Requirements: A ground mounted regulated reception antenna or tower, shall be located only in a rear yard and shall not be within the required side yard setback. For lots with lake frontage, regulated reception, antenna and towers shall be located in the side or front (street side) yard. A roof mounted regulated reception antenna shall be placed on a section of the roof in the rear yard.
- (1) Conventional VHF and UHF television antennae, satellite dishes less than one (1) meter in diameter and short wave radio antennae shall be exempt from the regulations of this section and not require a land use permit, provided the equipment is not located in the front yard or on the portion of the building facing the front lot line.
 - (2) No portion of a regulated reception antenna shall be located closer than six (6) feet, measured on a horizontal plane, from any side or rear lot line or placed on any easement.
 - (3) Ground-mounted antenna in a front yard within one hundred (100) feet of a public street or within fifty (50) feet of a residential lot line shall be screened from such street by landscaping or a wall with a sketch plan approved by the Zoning Administrator prior to erection of the antenna. If there is no conforming location on the property where the facility may be so obscured from view, screening shall be accomplished to the extent reasonably feasible, as approved by the Zoning Administrator or if the antenna is mesh type, screening need not exceed six (6) feet in height.
 - (4) The color of all antennae shall be of tones similar to the surroundings. Ground-mounted antennae shall not be white unless they are of a mesh type or unless the background consists primarily of a white building. Bright or pastel colors shall not be used in any instance.
 - (5) Ground mounted reception antenna shall be secured to the ground with cement or similar material.
 - (6) The diameter of a regulated reception antenna shall not exceed twelve (12) feet.
 - (7) Regulated reception antenna and towers shall extend a maximum of twenty (20) feet above the rooftop.
 - (8) No advertising or identification display shall be placed on any portion of a reception antenna or tower, except for the name of the manufacturer and serial number.

- (9) All electrical and antenna wiring shall be placed underground, where applicable.
- (10) The antenna shall be located and designed to meet the manufacturer specifications to withstand a wind force of one hundred (100) miles per hour.
- (11) If a usable signal cannot be obtained by locating the antenna in the rear yard, the antenna may be located in the side yard of the property subject to the submission of a written affidavit and approval of the Zoning Board of Appeals provided the placing of an antenna in a side yard shall remain subject to all other conditions set forth in this section.
- (12) Erection of regulated reception antenna or towers shall require a land use permit from the Township Zoning Administrator.

11.04.07 **Outdoor Furnaces:**

- (a) **Purpose.** Although outdoor furnaces may provide an economical alternative to conventional heating systems, concerns have been raised regarding the safety and environmental impacts of these heating devices, particularly the production of offensive odors and potential health effects of uncontrolled emissions. This section is intended to ensure that outdoor furnaces are utilized in a manner that does not create a nuisance or hazard and is not detrimental to the health, safety and general welfare of the residents of Genoa Charter Township.

~~(b)~~ **Permit Required.** No outdoor furnace shall be constructed or installed without obtaining a land use permit.

(c) **Definitions.** The following definitions shall apply to the terms used in this section:

- (1) **Firewood.** Trunks and branches of trees and bushes, but does not include leaves, needles, vines or brush smaller than three inches in diameter.
- (2) **Outdoor Furnace.** Any equipment, device or apparatus, or any part thereof, which is installed, affixed or situated outdoors for the primary purpose of combustion of fuel to produce heat or energy used as a component of a heating system providing heat for any interior space.
- (3) **Untreated Lumber.** Dry wood that has been milled and dried but which has not been treated or combined with any petroleum product, chemical, preservative, glue, adhesive, stain, paint or other substance.
- (4) **Stack.** A vertical structure enclosing a flue or flues that carry off smoke or exhaust from an outdoor furnace, including that part of the structure extending above a roof.

- (c) **Requirements.** Outdoor furnaces located outside the principal building may be permitted in any zoning district as an accessory structure to a permitted use only under the following conditions:

- (1) The outdoor furnace shall be for the purpose of providing heat to a dwelling or accessory structure on the same lot.
- (2) The outdoor furnace shall be a minimum of forty (40) feet from all structures on the lot.
- (3) The outdoor furnace shall be a minimum of one hundred (100) feet from all property lines.
- (4) The outdoor furnace may only be located in a rear or side yard and shall not be located in the front yard.
- (5) An area at least thirty (30) feet in diameter around the outdoor furnace shall be free of ignitable materials or debris; except that fuel for the outdoor furnace may be stored within this area.
- (6) The outdoor furnace shall utilize a stack with a minimum height of fifteen (15) feet and shall not exceed fifteen (15) feet above the height of the principal structure height limit. All outdoor furnaces shall be equipped with properly functioning spark arrestors.
- (7) Only materials meeting outdoor furnace manufacturer's specifications are permitted to be burned in the outdoor furnace, such as firewood, untreated lumber, natural gas, propane or pellets. Burning of any and all other materials in an outdoor furnace is prohibited. Trash, garbage, plastics, gasoline, rubber, naphtha, material treated with petroleum products (particle board, railroad ties and pressure treated wood), painted or stained wood, leaves, paper products, cardboard, and material that could pose a hazard to surrounding residents shall not be used for fuel. Lighter fluids, gasoline or chemicals to start the furnace are prohibited.
- (8) The outdoor furnace shall not be located where smoke will create a nuisance to neighboring properties pursuant to Section 13.05.
- (9) The outdoor furnace shall be from a manufacturer with a safety certification from a qualified independent laboratory that has tested the furnace and certified that it complies with safety standards established by Underwriters Laboratory (UL 391-1955).
- (10) Use of the outdoor furnace must follow all operating instructions supplied by the manufacturer.
- (11) The outdoor furnace must also comply with all applicable county, state or federal guidelines. (as amended 2/25/11)

Sec. 11.05 WIND ENERGY CONVERSION SYSTEMS (WECS)

11.05.01 General:

- (a) **Intent:** The intent of these regulations is to provide for sustainable energy sources by allowing the development of Wind Energy Conversion Systems (WECS), while providing regulations that limit the impact of these facilities as follows:

- (1) Protect public health, safety, welfare, and quality of life by minimizing the potential adverse impacts of a WECS.
 - (2) Protect the aesthetic quality of the natural, rural open spaces of the Township.
 - (3) Protect neighboring property owners from noise and safety impacts.
 - (4) Protect waterfowl and birds.
 - (5) Ensure structures do not exceed a height that would impact aviation safety.
 - (6) To establish standards and procedures by which the siting, design, engineering, installation, operation, and maintenance of a WECS shall be governed.
- (b) **Applicability:** WECS shall comply with the standards below.
- (1) On-site use WECS up to a height of seventy two (72) feet shall be allowed in any zoning district as an accessory structure, subject to the requirements of Section 11.05.02.
 - (2) On-site use WECS over a height of seventy two (72) feet shall be allowed in certain zoning districts as an accessory structure, subject to the requirements of Section 11.05.03.
 - (3) A utility grid WECS shall be allowed as a principal use of land in certain zoning districts, subject to the requirements of Section 11.05.03.
- (c) **Definitions:** For the purpose of this section, the following words and phrases shall have the meanings respectively ascribed to them as follows:
- (1) **Ambient Noise:** The amount of background noise at a given location prior to the installation of a WECS which may include, but is not limited to, traffic, machinery, lawnmowers, general human activity and the interaction of the wind with the landscape. Ambient Sound Level is measured on the Decibel – dB (A) – weighted scale as defined by the American National Standards Institute (ANSI). Such noise levels shall be measured on the property line or on the adjacent property, which is receiving the noise.
 - (2) **Anemometer tower:** A freestanding tower containing instrumentation such as anemometers that is designed to provide present moment wind data for use by the supervisory control and data acquisition (SCADA) system used by utility companies to monitor energy production from a central control unit, which is an accessory land use to a utility grid WECS.
 - (3) **ANSI:** The American National Standards Institute.
 - (4) **dB (A):** dB (A) means the sound pressure level in decibels measured on the "A" scale of a standard sound level meter having characteristics defined by the American National Standards Institute, Publication ANSI s1.4-1971.

- (5) **Decibel:** The unit of measure used to express the magnitude of sound pressure and sound intensity (dB).
- (6) **Horizontal axis WECS:** A WECS which converts wind energy into electricity through the use of a wind turbine generator with a horizontal axis of rotation. This type of WECS is directional in that it achieves optimal energy production while pointed into or away from the direction of the wind.
- (7) **IEC:** The International Electrotechnical Commission.
- (8) **ISO:** The International Organization for Standardization.
- (9) **Lease unit boundary:** The boundary around property leased for purposes of a WECS, including adjacent parcels to the parcel on which the WECS tower or equipment is located. For purposes of setback, the lease unit boundary shall not cross road right-of-ways.
- (10) **On site WECS:** A land use for generating electric power from wind that is accessory to a legal principal use and intended to primarily serve the needs of the electric power consumer at that site.
- (11) **Rotor:** An element of a WECS that acts as a multi-bladed airfoil assembly, thereby extracting through rotation, kinetic energy directly from the wind.
- (12) **Shadow flicker:** Alternating changes in light intensity caused by the moving blades of a WECS casting shadows on the ground and stationary objects, such as but not limited to a window at a dwelling.
- (13) **Tower height:** The vertical distance as measured from the ground level of the base of a wind energy conversion system tower to the uppermost vertical extension of a rotor blade, or the maximum height reached by any part of a WECS.
- (14) **Utility grid WECS:** The use of wind power to generate electric power for the principal purpose of supplying electric power to the energy grid, with little or no on-site use of the generated power.
- (15) **Vertical axis WECS:** A WECS which converts wind energy into electricity through the use of a wind turbine generator with a vertical axis of rotation. This type of WECS is not directional in that it does not need to be pointed into or away from the direction of the wind in order to achieve optimal energy production.
- (16) **Wind energy conversion system (WECS):** A land use for generating power by use of wind; utilizing wind turbine generators, including the turbine, blades, and tower as well as related electrical equipment. This does not include wiring to connect the WECS to the electric utility grid. See also on-site WECS and utility grid WECS.
- (17) **Wind site assessment.** An assessment to determine the wind speeds at a specific site and the feasibility of using that site for construction of a WECS.

11.05.02 **On-site Use WECSs:** An On-site Use WECS up to seventy two (72) feet tall is an accessory use which shall meet the following standards:

- (a) **Locations Where System Allowed:** An accessory WECS up to seventy two (72) feet tall shall be permitted in all districts with administrative land use permit approval by the Zoning Administrator.
- (b) **Number of Systems:** An on-site use WECS is to be designed to primarily serve the needs of a home, farm, or on-site business. One (1) on-site use WECS shall be permitted per property.
- (c) **Clearance above Ground:** The minimum blade or rotor clearance will be at least ten (10) feet from the ground.
- (d) **System Attached to a Structure or Roof:** A WECS may be attached to an existing structure. Roof-mounted equipment shall not exceed a height of fifteen (15) feet above the surrounding roof surface.
- (e) **Property Setback:** The minimum distance between an on-site use WECS and the owner's property lines shall be equal to the height of the WECS tower including the top of the blade in its vertical position. No part of the WECS structure, including guy wire anchors, may extend closer than ten (10) feet to the owner's property lines, or the distance of the required setback in the respective zoning district, whichever results in the greater setback. Where a WECS is located in the front yard, it shall be setback two hundred (200) feet from the front lot line.
- (f) **Color:** WECS shall be painted a non-obtrusive (light color such as white, beige or light gray) color that is non-reflective. No striping or color shall be visible on the blades or tower. No lettering, company insignia, advertising, or graphics shall be on any part of the tower, hub, or blades. Nacelles may have lettering that exhibits the manufacturer's identification.
- (g) **Towers:** WECS shall use tubular towers. Lattice towers shall be prohibited.
- (h) **Sound Pressure Level:** On site use WECS shall not create noise levels that exceed sixty (60) dB (A) measured at the property line.
- (i) **Construction Codes, Towers, & Interconnection Standards:** On-site use WECS, including towers shall comply with all applicable state construction and electrical codes and local building permit requirements. On-site use WECS including towers shall comply with Federal Aviation Administration requirements, the Michigan Airport Zoning Act (Public Act 23 of 1950, MCL 259.431 *et seq.*), and the Michigan Tall Structures Act (Public Act 259 of 1959, MCL 259.481 *et seq.*).
- (j) **Connection to Energy Grid:** An interconnected on-site use WECS shall comply with Michigan Public Service Commission and Federal Energy Regulatory Commission standards. Off-grid systems are exempt from this requirement.
- (k) **Safety:** An on-site use WECS shall have automatic braking, governing, or a feathering system to prevent uncontrolled rotation or over speeding. All wind towers

shall have lightning protection. If a tower is supported by guy wires, the wires shall be clearly visible to a height of at least eight (8) feet above the guy wire anchors.

- (l) **Accessibility:** Towers shall be designed and constructed in such a manner that integrated tower climbing devices are a minimum of twelve (12) feet above the base of the tower and only accessible by using a separate climbing device.
- (m) **Labeling of WECS Tower Subsystem:** The following information shall be provided on labels attached to the tower in a visible, easily read, and easily accessible location:
 - (1) Equipment weight of the tower subsystem;
 - (2) Manufacturer's name and address;
 - (3) Model number;
 - (4) Serial number;
 - (5) The survival wind speed in miles per hour and meters per second;
 - (6) Name of installer;
 - (7) Name of person responsible for maintenance;
 - (8) Emergency telephone number in force for (6) and (7) above.
- (n) **Labeling of WECS Power Conversion Subsystem:** The following information shall be provided on labels attached to the WECS power conversion subsystem in a visible, easily read, and easily accessible location:
 - (1) Maximum power input (KW), rated voltage (volts) and rated current output (amperes) of the generator, alternator, etc.;
 - (2) Manufacturer's name and address;
 - (3) Model number;
 - (4) Serial number;
 - (5) Emergency and normal shutdown procedures;
 - (6) Underwriters label, where appropriate.
- (o) **Utilities:** Power lines shall be placed underground. If the WECS is connected to a public utility system for net metering purposes, it shall meet the requirements for interconnection and operation as set forth in the public utility's current service regulations that meet federal, state and industry standards applicable to wind power generation facilities. Any such connection shall be inspected and approved by the appropriate utility company.

- (p) **Removal of Abandoned Facilities:** Any WECS that is not operated for a continuous period of twelve (12) months shall be considered abandoned and the owner of such WECS shall remove the WECS within ninety (90) days of receiving an abandonment notification from the Township. Failure to remove an abandoned WECS within ninety (90) days shall be grounds for the Township to remove the WECS at the owner's expense.

11.05.03 **Utility Grid WECS, Anemometer Towers and On-site Use WECS Over Seventy Two (72) Feet High:** A utility grid WECS and anemometer towers, or on-site use WECS over seventy two (72) feet high shall meet the following standards:

- (a) **Locations Where System Allowed:** Utility grid WECS and on-site WECS over seventy two (72) feet in height shall be permitted in the AG, CE, PRF and IND districts with special land use approval by the Township Board in accordance with Article 19 and site plan approval by the Planning Commission in accordance with Article 18.
- (b) **Clearance above Ground:** The minimum blade or rotor clearance for a horizontal axis tower mounted WECS will be at least twenty (20) feet above ground or above any outdoor areas intended for human use. The minimum rotor clearance for a vertical axis WECS installed on-grade will be at least ten (10) feet above ground.
- (c) **System attached to a Structure or Roof:** A WECS may be attached to an existing structure so that the appearance of the structure will not be materially altered or changed. Roof-mounted equipment shall not exceed a height of twenty (20) feet above the surrounding roof surface. The equipment shall not be attached to a portion of the roof that is highly visible.
- (d) **Height:** No utility grid WECS or on-site use WECS shall exceed one hundred fifty (150) feet in height.
- (e) **Property Setback:** The minimum distance between a WECS and the property lines shall be equal to the height of the WECS tower including the top of the blade in its vertical position. The minimum distance between an anemometer tower and the owner's property lines shall be equal to the height of the tower. No part of the WECS structure, including guy wire anchors, may extend closer than ten (10) feet to the owner's property lines, or the distance of the required setback in the respective zoning district, whichever results in the greater setback. Any operations and maintenance office building, a sub-station, or ancillary equipment shall comply with any property set-back requirement of the respective zoning district. Where a WECS is located in the front yard, it shall be setback two hundred (200) feet from the front lot line.
- (f) **Color:** WECS shall be painted a non-obtrusive (light color such as white, beige or light gray) color that is non-reflective. No striping or color shall be visible on the blades or tower.
- (g) **Sound Pressure Level:** WECS shall not create noise levels that exceed sixty (60) dB (A) measured at the property line.
- (h) **Safety Requirements:** WECS shall be designed to prevent unauthorized access to electrical and mechanical components and shall have access doors that are kept

securely locked at all times when service personnel are not present. All spent lubricants and cooling fluids shall be properly and safely removed in a timely manner from the site of the WECS. A sign shall be posted near the tower or operations and maintenance office building that will contain emergency contact information. Signage placed at the road access shall be used to warn visitors about the potential danger of falling ice.

- (i) **Accessibility:** Towers shall be designed and constructed in such a manner that integrated tower climbing devices are a minimum of twelve (12) feet above the base of the tower and only accessible by using a separate climbing device.
- (j) **Performance Security:** Performance guarantee, pursuant to Section 21.03 of this Ordinance, shall be provided for the applicant making repairs to public roads damaged by the construction of the WECS.
- (k) **Utilities:** Power lines shall be placed underground. If the WECS is connected to a public utility system for net metering purposes, it shall meet the requirements for interconnection and operation as set forth in the public utility's current service regulations that meet federal, state and industry standards applicable to wind power generation facilities. Any such connection shall be inspected and approved by the appropriate utility company. Utility grid WECS shall comply with applicable utility, Michigan Public Service Commission, and Federal Energy Regulatory Commission interconnection standards.
- (l) **Permits:** WECS shall comply with all applicable state construction and electrical codes and County building permit requirements.
- (m) **Aviation Hazard:** WECS shall comply with Federal Aviation Administration (FAA) requirements, the Michigan Airport Zoning Act (Public Act 23 of 1950 as amended, M.C.L. 259.431 et seq.), and the Michigan Tall Structures Act (Public Act 259 of 1959 as amended, M.C.L. 259.481 et seq.). The minimum FAA lighting standards shall not be exceeded. All tower lighting required by the FAA shall be shielded to the extent possible to reduce glare and visibility from the ground. The tower shaft shall not be illuminated unless required by the FAA.
- (n) **Standards:** The following standards apply only to utility grid WECS:
 - (1) **Visual Impact:** Utility grid WECS projects shall use tubular towers and all utility grid WECS in a project shall be finished in a single, non-reflective matte finished color. A project shall be constructed using WECS of similar design, size, operation, and appearance throughout the project. No lettering, company insignia, advertising, or graphics shall be on any part of the tower, hub, or blades. Nacelles may have lettering that exhibits the manufacturer's and/or owner's identification.
 - (2) **Decommissioning:** A decommissioning plan for the WECS and any anemometer towers shall be provided that indicates 1) the anticipated life of the project, 2) the estimated decommissioning costs net of salvage value in current dollars, 3) the method of ensuring that funds will be available for decommissioning and restoration, 4) the anticipated manner in which the project will be decommissioned and the site restored and 5) performance guarantee, pursuant to Section 21.03 of this Ordinance.

- (3) **Electromagnetic Interference:** Utility grid WECS shall not be installed in any location where its proximity to existing fixed broadcast, retransmission, or reception antennae for radio, television, or wireless phone or other personal communication systems would produce electromagnetic interference with signal transmission or reception unless the applicant provides a replacement signal to the affected party that will restore reception to at least the level present before operation of the WECS. No utility grid WECS shall be installed in any location within the line of sight of an existing microwave communications link where operation of the WECS is likely to produce electromagnetic interference in the link's operation unless the interference is proven to be insignificant.
- (o) **Site Plan:** Site plan requirements for utility grid WECS and on-site WECS over seventy two (72) feet in height are as follows:
 - (1) Documentation that sound pressure level, construction code, tower, interconnection (if applicable), and safety requirements have been reviewed and the submitted site plan is prepared to show compliance with these issues.
 - (2) Proof of the applicant's general liability insurance for at least three million dollars (\$3,000,000) for the project to cover the operator, the landowner and the Township.
 - (3) A copy of that portion of all the applicant's lease(s) with the land owner(s) granting authority to install the anemometer tower and/or utility grid WECS; legal description of the property(ies), lease unit(s); and the site plan shows the boundaries of the leases as well as the boundaries of the lease unit boundary.
 - (4) The phases, or parts of construction, with a construction schedule.
 - (5) The project area boundaries.
 - (6) The location of all dwellings within three hundred (300) feet of the system.
 - (7) The location of all guy wires or other support devices.
 - (8) The location, height, and dimensions of all existing and proposed structures and fencing.
 - (9) The location, grades, and dimensions of all temporary and permanent on-site and access roads from the nearest county or state maintained road.
 - (10) All new above ground infrastructure related to the project.
 - (11) A copy of manufacturers' material safety data sheet(s) which shall include the type and quantity of all materials used in the operation of all equipment including, but not limited to, all lubricants and coolants.
 - (12) For utility grid WECS only:

- a. A copy of a noise modeling and analysis report and the site plan shall show locations of equipment identified as a source of noise. Equipment shall be placed so that the WECS will not exceed the maximum permitted sound pressure levels. The noise modeling and analysis shall conform to IEC 61400 and ISO 9613. After installation of the utility grid WECS, sound pressure level measurements shall be done by a third party, qualified professional according to the procedures in the most current version of ANSI S12.18. All sound pressure levels shall be measured with a sound meter that meets or exceeds the most current version of ANSI S1.4 specifications for a Type II sound meter. Documentation of the sound pressure level measurements shall be provided to Genoa Township within sixty (60) days of the commercial operation of the project.
- b. A visual impact simulation showing the completed site as proposed on the submitted site plan. The visual impact simulation shall be from four viewable angles and conducted adjacent to property lines or the lease unit boundaries.
- c. A copy of an environment analysis by a qualified professional to identify and assess any potential impacts on the natural environment including, but not limited to wetlands and other fragile ecosystems, historical and cultural sites, and antiquities. The applicant shall take appropriate measures to minimize, eliminate or mitigate adverse impacts identified in the analysis, and shall show those measures on the site plan. The applicant shall identify and evaluate the significance of any net effects or concerns that will remain after mitigation efforts.
- d. A copy of an avian and wildlife impact analysis by a qualified professional to identify and assess any potential impacts on wildlife and endangered species. The applicant shall take appropriate measures to minimize, eliminate or mitigate adverse impacts identified in the analysis, and shall show those measures on the site plan. The applicant shall identify and evaluate the significance of any net effects or concerns that will remain after mitigation efforts. (Sites requiring special scrutiny include wildlife refuges, other areas where birds are highly concentrated, bat hibernacula, wooded ridge tops that attract wildlife, sites that are frequented by federally and/or state listed endangered species of birds and bats, significant bird migration pathways, and areas that have landscape features known to attract large numbers of raptor.)
 1. At a minimum, the analysis shall include a thorough review of existing information regarding species and potential habitats in the vicinity of the project area. Where appropriate, surveys for bats, raptors, and general avian use should be conducted. The analysis shall include the potential effects on species listed under the federal Endangered Species Act and Michigan's Endangered Species Protection Law.
 2. The analysis shall indicate whether a post construction wildlife mortality study will be conducted and, if not, the reasons why such a study does not need to be conducted.

- e. A copy of a shadow flicker analysis for residential buildings and livestock areas within one thousand (1,000) feet of the proposed system. The analysis shall to identify the locations of shadow flicker that may be caused by the project and the expected durations of the flicker at these locations from sun-rise to sun-set over the course of a year. The analysis shall identify problem areas where shadow flicker may affect residents and livestock within one thousand (1,000) feet. The analysis shall also show measures that shall be taken to eliminate or mitigate the problems.
- f. A second site plan which shows the restoration plan for the site after completion of the project which includes the following supporting documentation:
 - 1. The anticipated life of the project.
 - 2. The estimated decommissioning costs net of salvage value in current dollars.
 - 3. The method of ensuring that funds will be available for decommissioning and restoration.
 - 4. The anticipated manner in which the project will be decommissioned and the site restored.
- g. A description of the complaint resolution process developed by the applicant to resolve complaints from nearby residents concerning the construction or operation of the project. The process may use an independent mediator or arbitrator and shall include a time limit for acting on a complaint. The process shall not preclude the local government from acting on a complaint. During construction the applicant shall maintain and make available to nearby residents a telephone number where a project representative can be reached during normal business hours.

(as amended 3/5/10)

Sec. 11.06 SOLAR ENERGY COLLECTORS AND COMMERCIAL SOLAR ENERGY SYSTEMS

11.06.01 General Requirements:

- (a) **Glare and reflection:** The exterior surfaces of solar energy collectors shall be generally neutral in color and substantially non-reflective of light. A unit may not be installed or located so that sunlight or glare is reflected into neighboring uses or onto adjacent streets.
- (b) **Location:** Solar energy equipment shall be located in the least visibly obtrusive location where panels would remain functional.
- (c) **Installation:**

(1) A solar energy collector shall be permanently and safely attached to the building or structure, or to the ground. Solar energy collectors, and the installation and use thereof, shall comply with the construction code, the electrical code and other applicable Township, county, state and federal requirements.

(2) Solar energy collectors shall be installed, maintained and used only in accordance with the manufacturer's directions. Upon request, a copy shall be submitted to the Township or building official prior to installation. The Township may inspect the completed installation to verify compliance.

(d) Permitting:

(1) Building-mounted units are subject to administrative review of a land use permit.

(2) Ground-mounted equipment is subject to special land use review except small residential equipment which occupies less than 500 square feet in area are subject to administrative review of a land use permit.

(e) **Applications:** In additional to all other required application contents, equipment and unit renderings or plans shall be submitted.

11.06.02 Building-Mounted Solar Energy Collectors:

(a) **Weight and Installation:** A building mounted unit shall be only of such weight as can safely be supported by the structure. Proof thereof, in the form of certification by a professional engineer or other qualified person, shall be submitted to the Township prior to installation.

(b) **Location:** Wall-mounted units shall not be located on the front wall of a building.

(c) Height:

(1) Wall-mounted unit shall not exceed the height of the building wall to which they are attached.

(2) A roof-mounted unit shall not project more than three (3) feet above the highest point of the roof and shall not exceed the maximum building height for the zone district in which it is located.

(d) **Extension:** A solar energy collector that is wall-mounted shall not extend further than five (5) feet from the building wall, may not extend into a required yard and may not exceed the height of the building wall to which it is attached.

11.06.03 Ground-Mounted Solar Energy Collectors:

(a) Location:

(1) The unit may be located in the rear yard and/or the side yard, but not in the required rear yard or in the required side yard.

(2) The unit may be located in the front yard only if permitted by the Planning Commission provided that the unit is no less than 150 feet from the front lot line.

- (b) **Number:** One (1) per lot plus one (1) for each whole acre over one acre.
- (c) **Size:** Not more than 1% of the size of lot with a maximum of 2,500 square feet.
- (d) **Spacing:** 15 feet minimum.
- (e) **Height:** 16 feet maximum, measured from the natural grade below the unit to the highest point.
- (f) **Lot Coverage:** The total area of ground-mounted solar energy collectors shall be included in the calculation of maximum permitted lot coverage.
- (g) **Screening:** Screening may be required in cases where ground-mounted units impact views from adjacent residential properties.

11.06.04 Commercial Solar Energy System:

- (a) **Setbacks:** 100 feet minimum.
- (b) **Height:** 16 feet maximum, measured from the natural grade below the unit to the highest point.
- (c) **Minimum Acreage:** Five (5) acres.
- (d) **Lot Coverage:** The total area of ground-mounted solar energy collectors shall be included in the calculation of maximum permitted lot coverage.
- (e) **Screening:** Screening may be required in cases where ground-mounted units impact views from adjacent properties or public streets.

**GENOA CHARTER TOWNSHIP
PLANNING COMMISSION
PUBLIC HEARING
APRIL 8, 2019
6:30 P.M.
MINUTES**

CALL TO ORDER: The meeting of the Genoa Charter Township Planning Commission was called to order at 6:30 p.m. Present were Chairman Doug Brown, Jeff Dhaenens, Jill Rickard, Marianne McCreary, Jim Mortensen and Eric Rauch. Absent was Chris Grajek. Also present was Kelly VanMarter, Community Development Director/Assistant Township Manager, Brian Borden of SafeBuilt Studio, and Gary Markstrom of Tetra Tech. There were twelve audience members present.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was recited.

Commissioner Rauch asked to be recused from Open Public Hearing #1 because his children attend Livingston Christian Schools.

Moved by Commissioner Mortensen, seconded by Commissioner Rickard, to recuse Commissioner Rauch from Open Public Hearing #1. **The motion carried unanimously.**

APPROVAL OF AGENDA:

Moved by Commissioner McCreary, seconded by Commissioner Mortensen, to approve the agenda as presented.

CALL TO THE PUBLIC: The call to the public was made at 6:32 pm with no response.

OPEN PUBLIC HEARING #1... Review of a special use, site plan and environmental impact assessment for a previously approved special use permit for K-12 Livingston Christian Schools located within the Brighton Church of the Nazarene. The property in question is located at 7669 Brighton Road, Brighton, Michigan, being Parcel #4711-25-400-059. The request is petitioned by Livingston Christian Schools.

- A. Recommendation of Special Use
- B. Recommendation of Environmental Impact Assessment (3-11-19)
- C. Recommendation of Site Plan (3-11-19)

Mr. Robert Wiegand of Livingston Christian Schools was present. He stated they currently have an allowable maximum student enrollment of 200 and would like to increase it to 280. They had a traffic study done by Boss Engineering and it showed

that the increase would not have a negative impact on their parking lot or Brighton Road.

Mr. Borden confirmed that the report submitted does show that the increase in enrollment will have no negative off-site impacts. He noted that all of the required improvements from the 2017 site plan approval shall be completed, such as if any required landscape has damaged or died, it should be replaced.

Mr. Markstrom agrees that the study that was done by Boss Engineering does not show negative impacts on Brighton Road. Any delay caused by queuing would be on their site and not on Brighton Road. He suggests that the field reviews continue on an annual basis.

There was a discussion regarding the possible need for future site improvements based on the continued increase in student population and traffic and how the Township would be able to request or enforce these improvements.

Mr. Wiegand stated they requested for the maximum to be 280; however, based on the room accommodation totals sheet he presented this evening, the enrollment could only ever be as high as 257 students. This amount would only be met if all of their classrooms were at capacity.

Commissioner Dhaenens asked Mr. Wiegand of the traffic conditions during night time events, such as the holiday concert. Mr. Wiegand stated it is very similar to church on Sunday.

Commissioner Rickard questioned if all of the required improvements have been made. Mr. Wiegand stated yes.

The call to the public was made at 6:57 pm with no response.

Moved by Commissioner Mortensen, seconded by Commissioner Rickard, to recommend to the Township Board approval of the revision to the Special Use for Livingston Christian Schools to increase the maximum number of students from 200 to 280. This recommendation is made because the Planning Commission believes that based on experience to date, it is a relatively minor change and continues to be consistent with the special land use standards of Section 19.03 of the Township Zoning Ordinance. **The motion carried unanimously.**

Moved by Commissioner Mortensen, seconded by Commissioner Rickard, to recommend to the Township Board approval of the Environmental Impact Assessment dated March 11, 2019 for Livingston Christian Schools to increase the maximum number of students from 200 to 280. **The motion carried unanimously.**

Moved by Commissioner Mortensen, seconded by Commissioner Rickard, to recommend to the Township Board approval of the Site Plan dated March 11, 2019 for Livingston Christian Schools to increase the maximum number of students from 200 to 280 conditioned upon the applicant assuring Township staff that the landscaping and other requirements previously approved have been implemented. **The motion carried unanimously.**

OPEN PUBLIC HEARING #2... Review of site plan and environmental impact assessment for a proposed 6,225 sq. ft. addition and parking lot expansion to the existing Transtar Autobody Technologies facility located at 2040 Heiserman Drive. The request is petitioned by ACS Build, Inc.

- A. Recommendation of Environmental Impact Assessment (3-20-19)
- B. Disposition of Site Plan (3-20-19)

Mr. Brian McQuade of ACS Build and Jesse Parkinson of Greentech were present.

Mr. McQuade stated they would like to build a 6,225 square foot addition for a training facility. They will not be increasing any employees. They will just be moving the training from Baker College in Flint to this location.

Mr. Borden reviewed his letter dated March 25, 2019.

1. A minor correction is needed to the building material depiction for the west elevation. Mr. McQuade stated the material is metal. The description is incorrect.
2. The proposed wall-mounted light fixtures will cast light outwards and do not meet ordinance standards. Mr. McQuade stated they will change them to meet the ordinance.
3. The applicant requests Planning Commission authorization to retain existing vegetation along the north side of the site in lieu of installing a Buffer Zone "A." The Planning Commission has the ability to waive this requirement.
4. The revised landscape plan does not incorporate the revisions to the proposed parking lot. Mr. McQuade will make this correction.
5. The plan should be corrected for consistency and one additional canopy tree is required. The applicant will meet this requirement.

6. The applicant seeks to donate to a tree fund in lieu of providing the detention pond plantings. Mr. Borden stated the Planning Commission can waive or modify this requirement. He suggested having the trees planted in a different location on the site instead of at the pond. Commissioners Rauch and Rickard agree that the tree fund donation is not appropriate and the trees should be planted on the site.

Mr. Markstrom reviewed his letter dated April 1, 2019.

1. The petitioner is proposing a sanitary connection from the existing sanitary sewer on Euler Road to the proposed addition. The plans should also show the existing sanitary sewer connection on the existing building.
2. The petitioner should show the existing water service to the existing building. The plans show a hydrant at benchmark 2 and the onsite water main to that hydrant should be shown on the plans as well.

Mr. Parkinson stated that they are required to have 66 parking spaces and they are proposing 78 spaces.

The applicant submitted a revised site plan to the Brighton Area Fire Authority that Township staff has not seen and is not what is contained in the packet that was distributed to the Planning Commission. Mr. Parkinson stated they have removed four parking spaces to meet their concerns regarding the access drive width. The Fire Authority submitted a letter this afternoon stating all of their concerns have been met.

The call to the public was made at 7:28 pm with no response.

Mr. Borden noted that no curbing is shown on the plans; however, it is required. Mr. McQuade stated neither the existing parking lot nor any of the roads in the development are currently curbed. After a discussion, the applicant agreed to add the necessary curbing.

Moved by Commissioner Mortensen, seconded by Commissioner Rauch, to recommend to the Township Board approval of the Environmental Impact Assessment dated March 20, 2019 for a warehouse expansion for Transtar Autobody Technologies. **The motion carried unanimously.**

Moved by Commissioner Mortensen, seconded by Commissioner Rickard, to approve the Site Plan dated March 20, 2019 for a warehouse expansion, driveway, and parking lot for Transtar Autobody Technologies, subject to the following:

- The correction shall be made regarding the building material depiction for the west elevation.
- The wall mounted light fixtures will be revised to cast downtown to be consistent with the Township ordinance
- The landscaping normally required for the retention pond will be re-allocated appropriately to other places on the site subject to review and approval by Township staff.
- The petitioner will comply with the requirements of the Township Engineer's letter of April 1, 2011, including:
 - Utility department review and concurrence will be required construction of the sanitary sewer lead into Euler road.
 - The grading plan will be revised to ensure water runoff to the detention pond.
 - Curbing will be installed on the new parking lot to the north of the building.
- A minimum of four parking spaces will be removed to meet the BAFA's turning radius requirements.
- The revisions to the site plan will require staff review and approval prior to the granting of a land use permit.

The motion carried unanimously.

OPEN PUBLIC HEARING #3... Discussion and review of a conceptual site plan for a proposed redevelopment. The property in question is located at 4525 E. Grand River Avenue, northwest corner of Grand River and Lawson Drive. The request is petitioned by Premier Genoa LLC.

Mr. Dan Boorstein of SVI Properties, LLC, Mr. Vince DeAngelis of Corrigan Oil, and Mr. Wayne Perry, of Desine, Inc., were present.

Mr. Perry reviewed the proposed project. There are two properties on Grand River, at Lawson Drive and White Horse Drive, which are the subject of the redevelopment. The gas station on the site will remain; however, the remainder of the buildings will be removed. Some of the access drives will be removed, some will remain, and some will be added.

There are issues with the storm-water runoff for these sites because of their grade, topography, and soils. Additionally, the existing municipal storm-water system is at capacity so it cannot empty into there. He described his solution, which will be to have a retention basin placed in the southwest corner of the property to the north.

Mr. Boorstein showed the current zoning of the subject and surrounding properties. He showed a video of the conceptual site plan, which would include a storage facility, flex office space, retail space and restaurants. He explained how placing the detention basin in the property to the north will allow the development of that property as well as the redevelopment of the property to the south. It will also decrease the amount of storm-water that is currently entering into the municipal system. Additionally, the site can be easily redeveloped, by changing the buildings, when use needs change.

There was a discussion regarding which type of PUD would be appropriate for this site. The predominant use is the proposed climate-controlled storage facility and this type of use has not been added as an allowable use, although staff has drafted ordinance language to add it. Additionally, gas stations are not allowed in the current zoning district; however, the existing station has been grandfathered. Commissioner Rauch believes the gas station should be completely redeveloped as part of the project.

Mr. Borden noted that the proposed renderings show a lot of metal and EFIS on the buildings. Mr. Doug Necci of DRN Architects explained the architecture and proposed materials. He presented sample materials.

The applicant stated they will review the Township's comments and present a revised plan in the future.

OPEN PUBLIC HEARING #4... Consideration of Zoning Ordinance Text amendments to Article 3 of the Zoning Ordinance, entitled "Residential and Agricultural Districts".

A. Recommendation of Text Amendments.

Mr. Borden reviewed the proposed changes to Article 3, Urban Residential District, of the Zoning Ordinance. It was discovered that the Master Plan does not match the Zoning Ordinance. The proposal is to change the minimum lot area per dwelling unit for the Urban Residential (UR) District from 18,000 to 14,500 square feet of lot area.

The call to the public was made at 9:09 pm with no response.

Moved by Commissioner Dhaenens, seconded by Commissioner Rickard, to recommend to the Township Board approval of text amendments to Article 3 of the Zoning Ordinance, Urban Residential, to change the minimum lot area per dwelling unit from 18,000 to 14,500 square feet to better implement the Master Plan. **The motion carried unanimously.**

ADMINISTRATIVE BUSINESS

Staff Report

Ms. VanMarter stated applications have been received for the May Planning Commission meeting. There will also be zoning ordinance amendments presented.

Approval of the March 11, 2019 Planning Commission meeting minutes

Moved by Commissioner McCreary, seconded by Commissioner Rickard, to approve the minutes of the March 11, 2019 Planning Commission Meeting as presented. **The motion carried unanimously.**

Member Discussion

There were no items to discuss this evening.

Adjournment

Moved by Commissioner Dhaenens, seconded by Commissioner Rickard, to adjourn the meeting at 9:15 pm. **The motion carried unanimously.**

Respectfully Submitted,

Patty Thomas, Recording Secretary