

Planning Commission Regular Meeting
Wednesday, December 21, 2022 7:00 PM
Eastern

Orion Township Municipal Complex Board
Room
2323 Joslyn Road
Lake Orion, MI 48360

1. OPEN MEETING
2. ROLL CALL
3. MINUTES
 - 3.A. 12-7-22, Planning Commission Regular Meeting Minutes
4. AGENDA REVIEW AND APPROVAL
5. BRIEF PUBLIC COMMENT - NON-AGENDA ITEMS ONLY
6. CONSENT AGENDA
7. NEW BUSINESS
 - 7.A. PC-21-90, Ridgewood Final PUD, located at 625 W. Clarkston Rd., (Sidwell #09-15-226-007), the vacant parcel west of 625 W. Clarkston Rd. (Sidwell #09-15-226-006), and the vacant parcel east of 625 W. Clarkston Rd. (Sidwell #09-15-226-008).
8. UNFINISHED BUSINESS
9. PUBLIC COMMENTS
10. COMMUNICATIONS
11. PLANNERS REPORT/EDUCATION
12. COMMITTEE REPORTS
13. FUTURE PUBLIC HEARINGS
14. CHAIRMAN'S COMMENTS
15. COMMISSIONERS' COMMENTS
16. ADJOURNMENT

CHARTER TOWNSHIP OF ORION PLANNING COMMISSION
******* A G E N D A *******
REGULAR MEETING – WEDNESDAY, DECEMBER 21, 2022 - 7:00 P.M.
ORION TOWNSHIP MUNICIPAL COMPLEX BOARD ROOM
2323 JOSLYN ROAD, LAKE ORION, MI 48360

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In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the Township at least seventy-two hours in advance of the meeting when requesting accommodations.

CHARTER TOWNSHIP OF ORION PLANNING COMMISSION

***** MINUTES *****

REGULAR MEETING, WEDNESDAY, DECEMBER 7, 2022

The Charter Township of Orion Planning Commission held a regular meeting on Wednesday, December 7, 2022, at 7:00 p.m. at the Orion Township Municipality Complex Board Room, 2323 Joslyn Road, Lake Orion, Michigan 48360.

PLANNING COMMISSION MEMBERS PRESENT:

Don Walker, PC Rep to ZBA
Don Gross, Vice Chairman
Kim Urbanowski, BOT Rep to PC
Scott Reynolds, Chairman

Derek Brackon, Commissioner
Joe St. Henry, Secretary
Jessica Gingell, Commissioner

PLANNING COMMISSION MEMBERS ABSENT:

None.

1. OPEN MEETING

Acting Chairman Gross opened the meeting at 7:00 p.m.

2. ROLL CALL

As noted above.

CONSULTANTS PRESENT:

Eric Pietsch (Township Planner) of Giffels Webster
Mark Landis (Township Engineer) of Orchard, Hiltz, and McCliment, Inc.
Tammy Girling, Township Planning & Zoning Director

OTHERS PRESENT:

Erich Smith	Gary Jensen
John Maynard	Maria D'Agostini
Scott Gabriel	Amy Harris
Sydnee Keucke	Tracy Deumar
John Canine	

3. MINUTES

- A. 11-16-22, Planning Commission Regular Meeting Minutes
- B. 11-16-22, Public Hearing Minutes PC-22-39, Hudson Square PUD Concept Plan

Moved by Trustee Urbanowski, seconded by Commissioner Walker to **approve both the** minutes as presented. **Motion carried**

4. AGENDA REVIEW AND APPROVAL

Moved by Vice-Chairman Gross, seconded by Commissioner Gingell, to **approve** the agenda as presented. **Motion carried**

5. BRIEF PUBLIC COMMENT – NON-AGENDA ITEMS ONLY

None.

6. CONSENT AGENDA

None.

7. NEW BUSINESS

- A. PC-22-46, GM Orion BET 2, Site Plan & Wetland Amendment, located at 4555 Giddings Rd., parcel #09-34-200-006 & parcel #09-34-400-011.

Chairman Reynolds asked the applicant to give an overview of their amendment.

Mr. John Maynard with Wade Trim, the engineers for the applicant presented.

Mr. Maynard stated that they were there to talk about the site plan revision to the previously approved plan. They wanted to talk through a couple of changes that they had made.

Mr. Maynard said that the first is the rail under Silverbell, this site plan was changed to keep a portion of the rail, and to do that the ring road on the inside of the fence was adjusted to make space for that rail.

Mr. Maynard stated that the second change was that a parking lot was added along the south side of the site where previously all of the parking had been on the east side. The parking lot is there to keep the employees' cars closer to their workstations and meet the requirements for the time of travel between parking and being present at their workstations.

Mr. Maynard said that the third change is that there are some new driveways to support those parking lots, they have gate 7 at the east, and gate 6 at the western end of that new parking lot, there is gate 5B on Brown Rd. for a truck exit, and there is a new entrance on Giddings also specifically for trucks.

Mr. Maynard stated that in addition to those changes there were some minor square footage changes to the various buildings as they have. They have furthered their architectural designs. The battery assembly went down a little bit, and the paint shop went from 605,000 to 606,000, just up a little bit. The body shop module decreased slightly by 40,000-sq. ft. to 840,000. There are some new modules on the northwest corner totaling approximately 155,000 sq. ft. There is another future building addition totaling approximately 152,000 sq. ft.

Mr. Maynard said that because of the new parking lot and the access road on the south side they are now further impacting some wetlands that they were previously partially impacting. They now are totally impacting those (W-Q) wetland between the gate 7 driveway and the new south parking lot and (W-P) wetland on the south side which is where the parking lot is proposed.

Mr. Maynard stated that they are going to be requesting a variance and he will be back on Monday to talk to the Zoning Board. The two RTO stacks are 125 ft. instead of 120 ft.

Mr. Maynard said these are the changes they are proposing with this amendment.

Planner Pietsch read through his review date stamped December 1, 2022.

Engineer Landis read through his site plan review date stamped December 2, 2022.

Chairman Reynolds asked about the traffic, he asked if there were any previous concerns about failing traffic around the area. It is more or less checks and balances of the traffic report. Engineer Landis replied yes. He added that a lot of the mitigation included turn lanes and traffic signal adjustments. He knew there was an ultimate plan that is being worked on with the County and others to look at reconstructing the road around the site that will all come into play at a later date. He said on an immediate impact to his question, no.

Chairman Reynolds said they did have a review from the Fire Marshal who is recommending approval but there is a number of requirements, essential future submittals, and items that need to be provided during future engineering submittals.

Engineer Landis read through his wetland plan review date stamped December 2, 2022.

Chairman Reynold turned it over to the Planning Commissioners for questions and comments.

Moved by Vice-Chairman Gross, seconded by Commissioner Walker, that the Planning Commission **approves** the wetland amendment to PC-22-46, GM Orion BET 2, located at 4555 Giddings Rd., parcel #09-34-200-006 & parcel #09-34-400-001 for plans date stamped received November 30, 2022. This approval is based on the following findings of facts: that the action is not likely to and will not pollute, impair, or destroy a wetland; there are no feasible or prudent alternatives to the proposed action based upon the proposal that has been submitted; the approval is consistent with the public interest in light of the stated purposes of the ordinances of the Township.

Discussion on the motion:

Planning & Zoning Director Girling stated that the parcel number is different than what is on the agenda. She suspected that the motion was typed incorrectly. Where the motion for the second parcel was 09-34-400-001 it should be 09-34-400-011.

Vice-Chairman Gross amended the motion, Commissioner Walker re-supported that the second parcel should be 09-34-400-011.

Roll call vote was as follows: Gingell, yes; Brackon, yes; St. Henry, yes; Gross, yes; Urbanowski, yes; Walker, yes; Reynolds, yes. **Motion carried 7-0**

Chairman Reynolds said that leads them to site plan approval for the amended plans. He asked them to keep in mind that there were not any planner comments, a few engineer comments, and the Fire Marshal had some comments. The only planner-related item would be that there is a variance so there does need to be a motion to deny conditioned upon approval of receiving the variance. They need the denial to go to the Zoning Board Appeals but with the intention that it would be approved if the variance is granted.

Vice-Chairman Gross asked if they were retaining the rail line throughout the site. Mr. Maynard replied that it would not be through the entire site. Mr. Maynard showed them where it would be on the site. He added that they will be maintaining access to it, but they will not be carrying it all the way to the southern end.

Vice-Chairman Gross said regarding the 5-ft. waiver for the stack which is not even a building, and the setback is insubstantial and the size, area, and bulk of it is really insignificant. Chairman Reynolds said he agreed, he thought just the technicality of their 120-ft. limit in the ordinance.

Moved by Vice-Chairman Gross, seconded by Commissioner Walker, that the Planning Commission denies the site plan amendment approval for PC-22-46, GM Orion BET 2, located at 4555 Giddings Rd., #09-34-200-006 & parcel #09-34-400-011 for plans date stamped received November 17, 2022. This denial is based solely on the fact that there is a variance required for a 5-ft. variance from the height limitation for the 2 stacks within the project. If that variance is granted, he would recommend that the plan be approved without having to come back to the Planning Commission.

Discussion on the motion:

Chairman Reynolds asked that they incorporate the engineer's and the Fire Marshal's comments. There were a number of items that they would like addressed in future submittals between the Fire Marshal and the Township Engineer.

Planning & Zoning Director Girling said that the Fire Marshal said he was happy with the site plan as it was as long as his comments were incorporated into engineering. However, the engineer comments, they wanted it incorporated into the site plan.

Chairman Reynolds said for clarification it is to provide the amendments as requested by the professional consultants including the Fire Marshal.

Secretary St. Henry asked if they needed to list those Township engineers' comments. Chairman Reynolds said they are saying a blanket statement of his comments plus the Fire Marshal's comments.

Vice-Chairman Gross amended the motion, Commissioner Walker re-supported that they incorporate the professional consultants' comments.

Roll call vote was as follows: Brackon, yes; Urbanowski, yes; St. Henry, yes; Walker, yes; Gross, yes; Gingell, yes; Reynolds, yes. **Motion carried 7-0**

8. UNFINISHED BUSINESS

A. PC-2021-51, Kay Industrial Site Plan, located at 50 Kay Industrial Dr., parcel #09-35-400-033.

Ms. Maria D'Agostini with Kay Industrial Investments LLC, 38700 Van Dyke Ave., Suite 200, Sterling Heights, presented.

Chairman Reynolds stated that they were there to discuss the elevations of the proposed buildings.

Ms. D'Agostini stated that the last time they were there they had two proposed buildings in the Kay Industrial development that did not satisfy the Lapeer Overlay District Design Standards requirements. She stated that the 50 Kay Industrial building is the northern border that fronts Kay Industrial Dr., and the west elevation fronts Lapeer Rd. She showed them the proposed elevations and the last submission. There was some feedback from the Planning Commission to address the north elevation and provide further architectural details, and the west elevation. She brought with her hard copies for the Planning Commission, they made some revised changes to the elevations that were incorporated on the west side, and they added some piers to break up this length that exceeded 100 feet. They changed some of the spandrel glass to corrugated metals to add different architectural features. On the west elevation that sums up those revisions.

Ms. D'Agostini said on the north elevation they are proposing to make an end cap that kind of mirrors what is going on in the front of the building, adding some glass that would add some natural light into the shop area. They also added some windows across the north elevation to illuminate the shop and break up the elevation. In the lower portion that is split-faced CMU block. The intent is to have these be slight projections to give this elevation some dimension

the intent is to not have exposed steel on that north elevation. They would prefer to cover it up with some split faced CMU and have some jogs to it.

Planner Pietsch read through his review date stamped November 11, 2022.

Chairman Reynolds stated that overall, he felt that the presented plans meet the intent of the Lapeer Overlay District. They are aware that they are going to be an industrial-use building, but they just don't want elongated facades without any relief or feature to them, and thought it addressed that.

Moved by Vice-Chairman Gross, seconded by Trustee Urbanowski, that the Planning Commission **approve** the Lapeer Overlay Design Standards for PC-2021-51, Kay Industrial, located at 50 Kay Industrial Dr. (parcel 09-35-400-033) for plans that were submitted this evening based on the following findings of facts: that the applicant has revised the design for the various elevations on all sides of the building, and they do comply with the Overlay Standards.

Roll call vote was as follows: Urbanowski, yes; Gross, yes; St. Henry, yes; Walker, yes; Brackon, yes; Gingell, yes; Reynolds, yes. **Motion carried 7-0**

PC-2021-52, Kay Industrial Site Plan, located at unaddressed parcel 09-35-400-044 (a parcel south of 100 Kay Industrial Dr.).

Ms. D'Agostini said this is also in the Kay Industrial subdivision. It is an interior elongated lot in the subdivision, it does have buildings to the north and to the south of it. They wanted to try to meet the spirit of the Lapeer Overlay District by incorporating some architectural features on these long shop sides. Originally proposed this was just one flat insulated metal paneled wall. They did try to incorporate some block piers to break up those long spans. On the south side, they have block architectural features and believed they were calling out a burnished block on the south side of the building. Then a smooth-faced painted on the north side of the building. With respect to the front of the building, there is spandrel glass on the two caps of the building. There is a more pronounced canopy that calls out the front entrance as well as they introduced some piers to break up the sides on all sides of the building. They did a spandrel glass end cap on the opposite side with some either burnished block or stone piers to enhance each end cap. The architectural features are very similar to those of the other buildings. They are looking for feedback. She added that the comments weren't very specific as to what they wanted to see on this project as far as features, so they are open to hearing the Commission's feedback.

Planner Pietsch read through his review date stamped November 11, 2022.

Vice-Chairman Gross stated that identified in the previous motion the applicant has made some substantial improvements to the design and architectural features of the building, especially relative to the front. Since this is an interior building, it does not have any major street frontage to be concerned with.

Moved by Vice-Chairman Gross, seconded by Commissioner Walker, that the Planning Commission **approve** the Lapeer Overlay Design Standards for PC-2021-52, Kay Industrial, located an unaddressed parcel 09-35-400-044 (a parcel south of 100 Kay Industrial Dr.) for the plans date stamped and received 10/27/2022.

Discussion on the motion:

Planning & Zoning Director Girling asked if there were any revisions or anything different than what was submitted a reviewed. Ms. D'Agostini replied that there was not anything different than what was originally submitted.

Chairman Reynolds stated that the elevations start to meet the intent of the ordinance. He thought before the issue was just the elongated 100-plus foot facades without relief or pilaster and no introduction to entrance points and thought that there had been some additional windows. It is an industrial building, but they are trying to have a nice architectural face to them.

Roll call vote was as follows: Gross, yes; St. Henry, yes; Urbanowski, yes; Walker, yes; Gingell, yes; Brackon, yes; Reynolds, yes. **Motion carried 7-0**

C. PC-22-39, Hudson Square Planned Unit Development (PUD) Concept Plan, located at 3030 S. Lapeer Rd. (Sidwell #09-26-101-021).

Chairman Reynolds stated that this was a recently postponed case. They were waiting for a review of the traffic study, so he was going to go ahead and lead right into that.

Engineer Landis read through his review date stamped December 2, 2022.

Chairman Reynolds asked the applicant if there was anything they wanted to add.

Mr. Michael Wayne 3250 Auburn Rd., Auburn Hills, MI presented. He stated that he knew that traffic was going to be the main brunt of their discussion. There were a couple of items that the Planning Commission asked them to look at, and they have done that. They have some representations of that. They did have their traffic consultant Julie Kroll with them.

Mr. Wayne said that the last time they were in front of them they had a very positive reception from the public. The overwhelming majority of the comments were positive and as they illustrated the last time, they also got some really good feedback from the public town square Facebook. He added that they feel the positive energy for this project which is unique to this project compared to some in the past. They also heard positive feedback from the Planning Commissioners, and they appreciated that. The project is much improved from previous plans, and they appreciated their tenacity and listening to the Planning Commissioner's comments. They had an outcry and support for Sweet Amy's, Biggby Coffee, and they presented a much more appealing project than what they have seen in the past.

Mr. Wayne stated since the last meeting they have taken some comments that they got from the OHM review letter and disseminated those through their civil set. Some of those included revisions to the turnaround area in order to ensure that meets the ordinance, they have done that, and he had more detail on that. They also showed the stream location and certain stormwater detention features have all been added to the sheet which was not in the previous copies. They have revised grading to meet the Township requirements, and they updated sheet index numbers on C1. These are ready to be reviewed they have not been yet.

Mr. Wayne said that in the turnaround, it was discussed a couple of times, and they immediately got to work on it, they knew it was an important one. The solution they came up with is to extend that drive by about 10 feet to the west which does provide sufficient space for the firetruck turnaround. The Fire Marshal's email stated that in his view it is compliant with the requirements of the IFC. They are pleased to get that taken care of, but Chairman Reynolds shared that his concern with that solution was the impact on the buffers onto the west. What the aerial photo depicts is that this area is already extremely wooded today so everything to the

west is very tree covered. They will have to impact part of that area to build that driveway but their site design philosophy in this area would be to maximize the preservation of what exists in its natural habitat and supplement that with the additional landscape in the buffer areas. On the north side, for example, they have about 30 feet to do tremendous amounts of landscaping. He understood it was a very sensitive area, so they are willing to do whatever was necessary to provide adequate buffering in that area. The natural existing conditions are already helping them out.

Mr. Wayne said regarding stream rerouting, there were some questions during the last meeting in terms of what the previous plan was under the previous conditionally rezoning approval for the stream relocation. He showed the Planning Commission the currently approved and permitted stream relocation path, and it mirrors exactly the proposed relocation path. This path is permitted today they would modify the permit to utilize the new site plan but the activities that the permit permits are the same activities that they would have to perform and construct the stream relocation. They don't have concerns about the feasibility of it because that has already been approved. He looked forward to additional feedback.

Ms. Julie Kroll with Fleis & VandenBrink and an Orion Township resident at 4122 Rohr Rd. presented.

Ms. Kroll stated that she was very familiar with this intersection. She is also a parent of two children that attend Lake Orion High School. She does drive through this area frequently. She wanted to go through the OHM comments that were provided, there were very few. Their conclusion is that this traffic study is in substantial compliance with Township ordinances and Engineering Standards. It was really just three comments on here. The first one is in regard to traffic signal potential at the northbound to southbound crossover location. All of the intersections that they have evaluated their existing warrants a signal. They have a meeting scheduled with MDOT for Monday the 12th which was the first available that they could get with MDOT to talk about this. They have reviewed the traffic study and they have provided some comments, and questions about the signal criteria. She drove through the intersection earlier this week and MDOT had tubes out there and were collecting data. One of their questions for MDOT is whether they are doing their own study to determine whether it is actually warranted. She just saw them at the Waldon and Lapeer and not at the crossovers.

Ms. Kroll said that the second comment was providing some traffic volumes. Certainly, they can get those they are provided by Oakland County and can provide that as backup information for OHM.

Ms. Kroll stated that the last comment was regarding the traffic signals again and if one is necessary. Again, it meets all the warranting criteria and that would just be up to MDOT whether they want to actually install them. That is something that meets the criteria right now. They looked at the crash data out there they saw crashes were really a result of vehicles that cross over the southbound, backs up past the intersection with Waldon, and people trying to get all the way across those lanes, get in the turn lane and turn around. That is what a lot of what the crash history was there were really at that operation. Their recommendation if they were to phase it in would be to start with the crossover to create those gaps in the northbound traffic for Lapeer that would clear out their queues for the southbound. Then the next step if they still need it, and to add it at the intersection if they still need it to add it at the north side. They will have that discussion with MDOT on Monday. It was the soonest they could get them on the books.

Chairman Reynolds asked if the Planning Commissioners had any thoughts, concerns, or questions for their consultants.

Vice-Chairman Gross said he found it interesting that approximately a half mile south of this intersection there is a traffic signal that is at no intersection whatsoever. It is used primarily for truck turnaround. He didn't know how much traffic that truck turnaround gets but there is a traffic signal at Lapeer Rd. that is not at an intersection for a subdivision, apartment complex, or anything. It would be nice if that signal could be moved up where it could be in line with existing traffic considerations. It is obvious that there is, as the study has indicated, a problem there that needs to be resolved. He thought that the concept of the proposal is nice, but it needs clarification on that particular item.

Chairman Reynolds said he likes the project in concept and proposal, and he thought it is going to bring a lot of nice amenities to Orion Township. He thought they all saw the writing on the wall of the traffic being an issue, and he understood it was an existing issue. He thought that his issue here is that they are not only saying traffic is an issue they are recognizing it as an issue within a PUD. One of those items, a recognizable benefit under their PUD ordinance does it improve traffic patterns and access management. Right now, whether they are going from okay to worse, or bad to worse, or good to okay it is still not improving. He was struggling with that. He understood that their hands might be tied with what MDOT might be willing to do. It is a bad situation now, but part of the development is increasing that issue and some of that is because they have a restaurant and a drive-through. Is there discussion of any contribution towards or any community benefit? That is the next item on his list would be the community benefit and why they should allow a PUD on this parcel. Whether it is nice or not, it comes down to him what is the recognizable community benefit, and traffic is one of those. Yes, they have high-quality architecture but what other things outside of the project are going to be the recognizable community benefit, not an internal benefit but a community benefit. He still felt that they still needed to get some more discussions here, especially MDOT. Unfortunately, they should not be considering a drive-through restaurant on this corner because of its current state.

Mr. Wayne said the trip generation volume, they were required to use the standard drive-through traffic volumes which are more than the traffic volumes they had for Biggby Coffee. The actual use will be Biggby, their volumes are lower but because someday it could be a different drive-through, the ordinance requires those higher volumes. The restaurant is not open for breakfast except on the weekends for brunch, however, you can see from the study that trip generation is very significant in the A.M. contributable to the restaurant. It is for the same reason; in case it ever became a breakfast restaurant those be in there. Those are in the study and the results of the study are based on those extra levels of conserveness. The reality is the user is determined and they know what that user is going to be. In the immediate future, volumes will be less in reality than what the study is forced to show.

Mr. Wayne said in terms of contribution he thought it was challenging for them to discuss that in detail specifically without understanding what the scope of the mitigation will be. They can't sit up there and say that they know today the amount of money they would be able to contribute but they acknowledge that the contribution would serve the public benefit of delivering a signal to the intersection and they want to be a part of that. They also acknowledge that there have been hundreds of developments long before them that contributed to creating this problem. They don't feel that supporting the entire cost of the improvement is prudent or deserved given their impact but want to be contributors to the solution. He would say their willingness is to provide a solution through signalization and they would be willing to contribute to the cost of that. The specific details in terms of amounts would have to be determined once the scope of the work is determined.

Secretary St. Henry asked if there was ever a signal at that intersection in the past before they redid Lapeer Rd. Chairman Reynolds replied no because his mother got in an accident there when he was four. Secretary St. Henry said that it was really unfortunate that MDOT when they

got rid of all of the traffic signals on Lapeer Rd. in 2015-2016 to improve the flow, they didn't take into consideration some of these open pieces of property that could have been in play. Because they are going to have to go back to having multiple signals along Lapeer Rd. backing up the traffic again. He is not saying that it is not warranted given the issues that residents have on Lapeer Rd. and getting out and the general traffic flow which they know is not great, although it is much better than it was in the past. He wished MDOT would have looked at the big picture down the road of what the issues would become arising based on potential developments like this. They are going to have signal issues and backup issues just like they have had for the last 40 years until 2015-2016 when they improved that.

Engineer Landis stated that just because signal warrants are showing to be met doesn't necessarily mean that MDOT is going to be in agreement with stopping traffic on M24 to allow those turning movements. They may decide that those backups will occur, and they don't want to stop traffic on M24. Secretary St. Henry said he would love to hear from MDOT at some point somehow on their thoughts on that.

Chairman Reynolds said he didn't want to deny a project based on an unknown variable. He would like to get some more information and get some responses and feedback from MDOT. He did think that some of the other issues that are in the project could be resolved in future steps but before they can say, yes. It is concept and eligibility he would say no right now in that category without saying what else could they potentially do. His opinion is that they need still some more information and he thought that MDOT needed to come to the table to further discuss before they proceed.

Commissioner Walker said he thought that the most cogent comment made was by Commissioner Gross with regard to that signal 100-200 yards south on Lapeer. Why is it there? He doesn't know enough about MDOT. He asked Engineer Landis if MDOT would think about moving an existing signal. Engineer Landis said he doesn't know enough about that existing signal to say one way or another but was something that they could look at.

Commissioner Walker said he is still a big Sweet Amy's fan, but he is also a big fan of the rest of the residents of the Township too. The traffic pattern presently on M24 north or south is dreadful, it is a nightmare. Hopefully, they get their kids back and forth to school easily. Because Sweet Amy's is not open, he was forced to dine at McDonald's this afternoon. He pulled into McDonald's, and he ordered, and an EMS siren was racing by and the lady at McDonald's said that was the third siren this afternoon traffic out there is dreadful. This was at 3:00 P.M., it was not rush hour. He really wants to help this project go through other than the traffic he has no problems, he thought that they could work out everything else to his satisfaction. He was hoping by today that MDOT would have done something but wasn't sure what anyone can make them do.

Mr. Wayne asked what specifically is that that they want from MDOT. Chairman Reynolds said since they're the decision maker or influencer in this discussion he thought they needed them a part of it. To him when they say why a PUD and does it check the boxes of improved, but unfortunately traffic is a big one. Until they have a little more information to say because of their proposal, it is pushing it to the detrimental component to where now, yes, they are going to make an improvement, he thought they could discuss. Maybe as a developer, there is a contribution or a shared cost of that. Not only are they having a great development but also, they are mitigating issues that they have presently. To be clear they understand it is not good now but to him whether any direction in the negative for any PUD is not something they look favorably on. They are saying it is to keep it neutral or contribute positively, yes, they know there is more traffic. That is one piece right here when they say just from the baseline eligibility one "C" in their ordinance that is a big item there that he can't say yes to yet. He liked a lot of

the things in this project. That is why he doesn't want to just say no, he would like to gather some more information and have MDOT say okay, they have come to some sort of betterment of the situation versus they are just adding to it, and it is just going to go from bad to worse.

Commissioner Brackon said he would like to know from MDOT whether the addition of the signal would help safety but increase the traffic or make the traffic flow worse. Are they parallel and are they antagonistic to each other when they are talking about safety and accidents versus more traffic backing up? He would think that if they added the traffic light and add more additional traffic it may be safer because the cars are probably going slower, and any accidents that may occur are going to be of a slower velocity. He would like to know from MDOT, whether they are inverse or parallel. Mr. Wayne said that his understanding is that the crash data that was explored in the traffic study that Ms. Kroll eluded to is related to the lack of a clear path to get across Lapeer Rd. to get to the turnaround. The introduction of the light would create the gaps that would allow the traffic to get onto Lapeer Rd. to get to the turnaround which would therefore improve the safety of the intersection. The other thing is people feel a lot more anxious when they are sitting at a stop sign than they do when they are at a stoplight, at least with the stoplight they know that it is going to end, and they are going to get to go. When that stop sign backs up it is much more unpredictable, and people get anxious. Even if people are waiting longer at a signalized intersection, it is perceived better and it has a higher conicoid level of service as MDOT indicates it as. It might take longer in terms of time, but it is a better level of service given that it uses signalization.

Chairman Reynolds said that when M24 was redone it created those pause moments for people to pull out. This might be one of those areas that never really happen because of the gaps in the lights. At least where it was more frequent of lights, they do notice those gaps before versus playing frogger with your car.

Mr. Wayne said as it relates to checking the C box, if their project goes away tomorrow there is zero chance that a light is going there. Just their project being here and going through this process is going to be the squeaky wheel that hopefully gets fixed by MDOT. It was something that was mentioned in the past. He thought apparently just the potential that it could solve the problem and that is what their study does indicate is that the signalization does improve the level of service dramatically even with their project built. Just the potential to improve it is a positive but because the outcome can be controlled by anyone here, he didn't know if that could control the ultimate outcome of their application for this PUD. He understood from Ms. Kroll that MDOT can't simply deny site access, they can't say that they can't put a curb cut there at all. They are required in some way to allow them to do that it just is a question of what mitigation they require both with the light or with curb cut. MDOT from his understanding can't say we deny you as a project. They are not going to get that outcome, what they might get is an outcome where MDOT says that they understand that signal warrants are met but in the effort of the overall traffic system they think it makes the most sense to leave these unsignalized and they approve this curb cut location. The Planning Commission needs to consider that reality and what the outcome would be. The perfect scenario is that MDOT acknowledges the issue, they agree with it, they prioritize it getting fixed, they fund it and they get a light. He thought that all of them would agree that would be ideal. The realistic alternative scenario with MDOT is what he just outlined, and he thought the question for the Planning Commission to consider is what happens in that scenario. Depending on the answer to that question, he could suggest that it may not change the outcome to wait for information from MDOT.

Chairman Reynolds stated that he is encouraging a postponement versus just a flat-out denial. He thought that they were open to understanding what the inverse or the receptacle might be of this versus just saying sorry it makes it worse.

Secretary St. Henry said that no matter what goes on down on M24 in terms of developments and they have some others that are in play, these traffic issues are going to be there and nothing is going to improve it substantially. He did agree with the applicant that perhaps up to this point MDOT is not necessarily taken that intersection seriously because there has been nothing there. Now that there is a legitimate development that the Township thinks favorably of maybe that will be the squeaky wheel to take a really close look at this and determine if they are going to put a light in there or not. Anything that anybody can do to get MDOT to take that seriously whether it is the Township or a developer, whoever, let's move forward and see what happens. Mr. Wayne said he thinks that the concept of signalization is the ultimate result here.

Moved by Chairman Reynolds, seconded by Vice-Chairman Gross, that the Planning Commission **postpone** action on PC-22-39, Planned Unit Development Concept and Eligibility plan, 3030 S. Lapeer Rd., (Sidwell #09-26-101-021) for plans date stamped received October 20, 2022, for the following reasons: that they would like to see response and feedback from MDOT regarding the traffic study and would like additional information on what mitigation measures they may propose; any revised submittals that be resubmitted be rereviewed by their professional consultants; and the postponement is for a period of no greater than 6-months.

Discussion on the motion:

Vice-Chairman Gross said that they have obligation to protect the health, safety, and welfare of this community. He thought that traffic is involved and necessary to protect the health, safety, and welfare of the community and the residents of the community, and even residents not in this community.

Secretary St. Henry stated if a light is needed anywhere on Lapeer Rd. in that stretch it is right there. It has been an issue like that for 25 years with the road reconstruction a while back, it is better. If they put in developments like this there are going to be other ones that are going in. If there is any place that there should be a signal it should be at Waldon & Lapeer Rd.

Mr. Wayne said he didn't think that they could consider the traffic impact on this site from 100% of it as incremental. He thought that was how they view this, the idea that any additions are worse, he thought that might be a tainted way of looking at it. He thought that they really had to consider what is it already approved for, what the existing zoning allows for in terms of traffic creation and that is the amount of traffic that this site "already allowed to create the zoning ordinance". The PUD traffic volumes shouldn't be measured from zero to what it is and considering all of that incrementally bad they have to consider what is already allocated in terms of volume for this site. He would like to call attention to the previously approved plan which had 26,000 square feet of office space, and 175 parking spaces. While they didn't have a drive through there were tremendously more cars, and that one didn't even have a traffic study and was approved. He thought that if they really question what the incremental difference is between their volumes and what could be built there according to the current zoning, he thought they would be challenged to find a big difference.

Mr. Scott Gabriel 941 Joslyn Rd. said he was a trucker and pulls a 70-foot trailer. That is the only turnaround on Lapeer Rd. since they made all those improvements, most of the turnarounds are very shallow, you can't pull a truck around through them. If you are going to make that turn you have got to use that turnaround and they need that light for the time to make that big swing, that is why it is there. He added that he thought this thing should go through, it is well thought out, it is nice, and the actual drive-through might actually take away traffic from the other infamous coffee drive-through. He has no

interest; he doesn't know these people but thought it was a good thing and his points are valid, and the fact that it was already approved for a higher volume. Most people that live there, he would say, that 50% of people now don't get up at 8 A.M. and jump on the road in the morning, that is not America anymore, they are telecommuting. If it is set for peak volume, he didn't think they will ever get to that. He asked if this was going to put more traffic on Joslyn. Are they going to come off Waldon and go onto Joslyn? If so, is there any time or trigger that would make Joslyn widen?

Roll call vote was as follows: Walker, yes; St. Henry, yes; Gross, yes; Gingell, yes; Brackon, yes; Urbanowski, yes; Reynolds, yes. **Motion carried 7-0**

9. PUBLIC COMMENTS

None.

10. COMMUNICATIONS

None.

11. PLANNERS REPORTS

None.

12. COMMITTEE REPORTS

None.

13. PUBLIC HEARINGS

None.

14. CHAIRMAN'S COMMENTS

Chairman Reynolds stated that congratulations to Trustee Donni Steele on her new role and therefore their fellow Planning Commissioner Kim Urbanowski has been appointed to the Treasurer position at the Township. They look forward to putting their monies into her hand and her dedication to their community is greatly appreciated.

15. COMMISSIONERS' COMMENTS

Commissioner Gingell, Commissioner Walker, Secretary St. Henry, and Vice-Chairman Gross, congratulated Commissioner Urbanowski.

Commissioner Urbanowski thanked them all for their kind comments. She is looking forward to learning from Donni which she already started today and will be in the office tomorrow to try to glean as much from her as she can before she leaves. She is up for the challenge she has been diving deep into Township things for the last year in anticipation of doing this. She wanted to also acknowledge that it was December 7th.

Commissioner Brackon said good luck and congrats.

16. ADJOURNMENT

Moved by Chairman Reynolds, seconded by Commissioner Gingell, to adjourn the meeting at 8:20 p.m. **Motion carried.**

Respectfully submitted,

Debra Walton

PC/ZBA Recording Secretary
Charter Township of Orion

Planning Commission Approval Date

DRAFT



Charter Township of Orion

2323 Joslyn Rd., Lake Orion MI 48360
www.oriontownship.org

Planning & Zoning Department

Phone: (248) 391-0304, ext. 5000

TO: The Charter Township of Orion Planning Commission

FROM: Tammy Girling, Planning & Zoning Director

DATE: December 14, 2022

RE: PC-21-90, Ridgewood Final PUD

As requested, I am providing suggested motions for the abovementioned project. Please feel free to modify the language. The verbiage below could substantially change based upon the Planning Commissions' findings of facts for the project. Any additional findings of facts should be added to the motion below.

Planned Unit Development (Ordinance #78, Section 30.03)

Motion 1: I move that the Planning Commission forwards a recommendation to the Township Board to **approve/deny** PC-21-90, Ridgewood Final PUD, located at 625 W. Clarkston Rd., (Sidwell #09-15-226-007), the vacant parcel west of 625 W. Clarkston Rd. (Sidwell #09-15-226-006), and the vacant parcel east of 625 W. Clarkston Rd. (Sidwell #09-15-226-008) for plans date stamped received November 21, 2022. This recommendation to **approve/deny** is based on the following findings of facts:

- a. Compliance with the PUD Concept (insert findings of facts),
- b. Compatibility with Adjacent Uses (Insert findings of facts),
- c. Impact on Traffic (Insert findings of facts),
- d. Protection of natural Environment (Insert findings of facts),
- e. Compliance with Applicable Regulations (Insert finding of facts),
- f. Township Master Plan (Insert finding of facts).

If Recommendation to Approve:

This recommendation is subject to the following conditions:

- a. (Motion maker to indicate outstanding items to be addressed from Planner's, Engineer's and Fire Department review letter(s))
- b. Review and approval of the Planned Unit Development agreement by the Township Attorney.
- c. Separate review and approval of the condominium documents by the Planner, Engineer, and Township Attorney.

Or

I move that the Planning Commission **postpone** action on PC-21-90, Ridgewood Final PUD, located at 625 W. Clarkston Rd., (Sidwell #09-15-226-007), the vacant parcel west of 625 W. Clarkston Rd. (Sidwell #09-15-226-006), and the vacant parcel east of 625 W. Clarkston Rd. (Sidwell #09-15-226-008) for plans date stamped received November 21, 2022 for the following reasons (insert findings of facts).

RECEIVED

DEC 14 2022

Orion Township
Planning & Zoning

December 12, 2022

Charter Township of Orion
Planning Commission
2424 Joslyn Road
Lake Orion, MI 48360

Planned Unit Development Final Review #4 Ridgewood: PUD Agreement, Master Deed, and Bylaws

Case Number:	PC-2021-90	Applicant:	In-Site, LLC
Address:	625 Clarkston Road	Plan Date:	11/21/2022
Parcel ID:	19-15-226-006, -007, & -008	Zoning:	R-1 Single-family Residential
Area:	11.38 acres	Reviewer:	Eric Pietsch Rod Arroyo, AICP

Dear Planning Commissioners:

We have completed a review of the application, final PUD site plan, and landscape plan referenced above and a summary of our findings is below. Items in **bold** require specific action. Items in *italics* can be addressed administratively.

Project Summary

The proposed Planned Unit Development (PUD) is located on the south side of Clarkston Road, west of S. Lapeer Road. The 11.38-acre site is comprised of three lots with the primary access and frontage located on Clarkston Road. There are significant natural features, including standing water, wetlands, and woodlands that are planned to be preserved as part of the overall development. The north and western portions of the site are proposed to feature 15 duplex buildings comprising a total of 30 units. The proposed units would be within 1-story ranch style duplex buildings. Units are proposed to be approximately 1,800 square feet, totaling 3,600 square feet per duplex building. Each would have their own two-car garage and rear patio area.



SUMMARY OF PUD PLAN UPDATES

Concept and Eligibility Plan

At the June 1, 2022 regular Planning Commission meeting, a recommendation of approval, with conditions, was forwarded to the Township Board for the concept and eligibility plan, based on plans date stamped received May 9, 2022. The Township Board approved the Concept PUD plan on July 18, 2022. With this final PUD submittal, the applicant has addressed the following conditions included in the conceptual approval:

Conditions of conceptual approval (PC motion: June 1, 2022):

1. **Density.**

Applicant response: The project re-submission of June 2022 reduced the project density by 40% and demonstrated consistency with the Master Plan objective of addressing the “Missing Middle” housing needs. The project also compares favorably to the R-3 density in the Future Land Use Plan and would promote new construction affordability in comparison to a new single-family project.

Planner Comment: The conceptual plans considered at the June 1, 2022 meeting were a reduction of an original 52-unit proposal that consisted of 12, 2-story buildings with 4-5 units each, and a density of 4.57 dwelling units per acre. The revised 30-unit proposal was a reduction of approximately 40% and was more in line with the underlying R-1 zoning district. **Per the July 18 BOT meeting minutes, the conceptual plan was approved with the density as presented in the Concept PUD plan.**

2. **Setback modification.**

Applicant response: The project proposes to increase the setback along Clarkston Road from 35 feet to 40 feet to correspond to an R-1 front yard setback. The dimension from the south side of the Clarkston Road paving edge to the nearest unit is 86 feet.

Planner Comment: The applicant revised the plans to reflect the greater setback as a condition of Planning Commission approval.

3. **Clarkston Road vista and landscaping.**

Applicant response: The current plan proposes the preservation of 70 existing trees by providing for an alternative offsetting monetary payment to the Pathway Fund. This will enhance the existing street vista in the project location, promote tree preservation, and provide a preferred design solution for the project. Additional new landscaping has been added for further buffering and screening of Clarkston Road.

Planner Comment: According to the Woodland Plan, Sheet L-2, the number of existing trees shown to be preserved between the Clarkston Road paving section and the 40-ft. setback is 88 trees. As stated above, shifting the proposed buildings from a 35-foot setback to a 40-foot allows for the additional enhancement of the Clarkston Road vista and overall character of the thoroughfare.

4. **Unified control.**

Applicant response: The project would have unified control with a HOA and customary provisions for maintenance and governance. A draft of the Master Deed and Bylaws has been submitted to the Township for review.

Planner Comment: Review of the Master Deed, Bylaws, and the PUD agreement reflects that this development will have unified control.

5. Unit design.

Applicant response: The project design of the units will include a minimum palette of 3 colors and materials as illustrated below. The recessed garage door treatment conforms with the Township's ordinance.

Planner comment: The proposed structures and units will incorporate a 3-color palette which is in response to comply with the condition of Planning Commission approval. The variety of chosen materials consists of a stone masonry foundation base, Board and Batten horizontal siding, shake siding, vinyl shutters, and Trex decking, all in a variety of colors with a complimenting roof shingle in "weathered wood" style.



SUMMARY OF FINAL PUD FINDINGS

A. Intent. The PUD concept and final plan proposes a density of 2.64 units/acre, consistent with the Concept Plan approved by the Township Board. See additional comments regarding the Township Master Plan in item 3 below.

B. Eligibility Criteria.

1. **Recognizable Benefit.** These benefits can be provided through site design elements in excess of the requirements of this Ordinance, such as:

- a. Preservation of natural features, specifically, but not limited to, woodlands, specimen trees, open spaces, wetlands, and hills.

Planner comment: The final PUD plan provides an overall 67.5% (6.99 acres) of open space (including wetlands) and 43.9% (4.55 acres) usable open space.

- b. Preservation of historic buildings. *N/A*
- c. Improvements in traffic patterns, including unified access and conformance with the access management section of the Ordinance.

Planner comment: We defer to the township engineer for review and comment.

- d. Improvements in the aesthetic qualities of the development itself, such as unique site design features, extensive landscaping, and safety path/greenway connections.

Planner comment: The Planning Commission may wish to discuss the updates to the building designs as proposed by the applicant, as well as the proposed landscaping and internal pathway connections that link the units with the open space areas. Particular consideration should be given to the Safety Path connection via a crosswalk to the north side of Clarkston Road. We defer to the township engineer for review and comment for improvements to the public right-of-way in order achieve pathway connections.

- e. Improvements in public safety or welfare through better water supply, sewage disposal, stormwater management, or control of air pollution and water pollution.

Planner comment: We defer to the township engineer for review and comment on these standards.

- f. High quality architectural design.

Planner comment: As stated in item 'd' above, the Planning Commission may consider the proposed updates to the variety of materials and designs of the buildings, as required in the conditions of approval on June 1, 2022.

- g. Provision of transitional areas between adjacent residential land uses.

Planner comment: Due to the sole access from Clarkston Road and clustering of the single-story units within, as well as the preservation of natural features and open space, impacts to surrounding land uses is likely minimal.

2. **Density Impact / Township Master Plan.** The current Master Plan was adopted on July 20, 2022, over a month after the last review and Planning Commission conditional approval of the conceptual PUD plan. The current Future Land Use map indicates a designation of Single-Family High Density for the site. The underlying R-1 Single-family Residential zone is most comparable to this Single-Family High Density Residential designation, which has a density range of 3-5 dwelling units per acre.

The proposed density is consistent with the Master Plan.

3. **Economic Impact.** In relation to the existing zoning, the proposed development shall not result in a material negative economic impact upon surrounding properties, **as determined by the Planning Commission.**
4. **Guaranteed Open Space.** The proposed development shall contain at least as much usable open space as would otherwise be required by the existing zoning. **The applicant shall guarantee to the satisfaction of the Township Planning Commission that all open space portions of the development will be maintained in the manner approved.** Documentation shall be presented that binds all successors and future owners in fee title to commitments made as a part of the proposal.

Planner comment: The PUD agreement states an open space area consisting of approximately 6.99 acres will be maintained, with a walkway and gazebos depicted in the Final PUD Plan “.

5. **Unified Control.** Review of the Master Deed, Bylaws, and PUD Agreement demonstrates that there will be unified control.

Planner comment: We defer to the township attorney for review and further comment.

C. Project Design Standards

1. Permitted Uses or Combination of Uses.

- a. Unless modified by the Planning Commission, the following standards herein apply: all residential dwellings and all non-residential buildings and structures shall meet the yard, lot width, and bulk standards required by Article XXVI, Schedule of Regulations, except that single-family attached dwellings may have zero (0) side lot lines, for those yards that abut interior lots.

Planner comment: The proposed development correlates with the underlying R-1 Single-family Residential District. See table below.

2. Plan Submittal.

The overall residential density shall be determined by use of the density plan using the underlying/existing zoning, corresponding lot sizes in the chart under Section 30.03 (C)(4)(c), below and/or the Township's Master Plan. The applicant may propose other underlying zoning categories for the consideration of density in the chart below.

Underlying zoning is R-1

	R-1	R-2	R-3
Minimum Lot Area	14,000 sq. ft.	10,800 sq. ft.*	8,400 sq. ft.*
Minimum Width of Lot	100 ft.	80 ft.	70 ft.
Minimum Lot Setbacks (in feet)			
Front Yard**	40 ft.	35 ft.	30 ft.
Each Side Yard***	10 ft.	10 ft.	10 ft.
Rear Yard	35 ft.	35 ft.	35 ft.
Minimum Floor Area/Unit	1,320 sq. ft.	1,080 sq. ft.	960 sq. ft.
Maximum Lot Coverage	25%		
Total Maximum Floor Area of All Accessory Buildings	See Section 27.02, A, 8		
Height of Structures	30 ft.	30 ft.	30 ft.
<p>*In those instances where public sewers are not provided, a minimum lot area of 12,500 sq. ft. shall be provided. ** Where the front setbacks of two (2) or more principal structures in any block (in the case of platted properties) or within three hundred (300) feet (in the case of unplatted properties) in existence at the time of passage of this Ordinance, within the district zoned and on the same side of the street, are less than the minimum front setbacks required herein, then any building subsequently erected within said block (or three hundred (300) feet) shall not be less and not be greater than the average depth of the front setbacks of the existing structures. *** Where a garage door or opening faces a side lot line, said side lot setback shall be thirty (30) feet.</p>			

The proposed density is consistent with the approved Concept PUD and the Master Plan density for SF High Density residential

3. **Public services.** The proposed PUD shall not exceed the capacity of existing and available public services, including utilities, public roads, police and fire protection services, and educational services, unless the project proposal contains an acceptable plan for providing necessary services or evidence that such services will be available by the time the PUD is completed.

Planner comment: We defer to the township engineer for review and comment.

4. **Zoning.** The property is currently zoned R-1. The proposal has similar density to the R-2 district, which requires a minimum lot size of 10,800 square feet and is roughly equivalent to a gross density of 3.2 units/acre assuming the entire site is developable. An R-1 development, with 14,000 square foot lots, would yield about 2.5 dwelling units / acre.

The type of unit proposed (two-family/duplex) is only permitted in multiple family zoning districts. The density and unit type are consistent with the approved Concept PUD.

5. **Impact on Traffic.** The applicant should address how the project was designed to minimize the impact of traffic generated by the proposed development on surrounding uses, as outlined in 30.03.C.7.

Planner comment: The applicant has provided a summary of trip generation, which also concludes a left turn lane is not required at the site's two access points. A Traffic Impact Assessment is to be included in the PUD Development Agreement under item 1.11. *Review by the township engineer should address any final traffic concerns.*

6. **Regulatory Flexibility.** To encourage flexibility and creativity consistent with the PUD concept, the Planning Commission may recommend, and the Township Board may grant, specific departures from the requirements of the Zoning Ordinance as a part of the approval process. A table shall be provided on the site plan which specifically details all deviations from the established zoning area, height, and setback regulations, off-street parking regulations, general provisions, or subdivision regulations that would otherwise be applicable to the uses and development proposed in the absence of this PUD section.

Planner comment: The PUD site plan includes a table showing the underlying R-1 district standards as well as those for the R-3 district. The proposed PUD is generally compatible with these districts as the density and plans have not significantly changed from the conceptual stage. The proposed project type (duplex) is permitted within the township's multiple family zoning districts. The revised building placements now meet the established setback standards for the underlying R-1 single-family zoning district. The clustered residential units are consistent with the spirit of the Master Plan as it relates to density impact, comparable open space guarantees, economic impact, and a recognizable and substantial benefit to the residents of the project and the overall quality of life in the township.

7. **Compatibility with Adjacent Uses.** In determining whether this requirement has been met, consideration shall be given to:
- a. The bulk, placement, and materials of construction of proposed structures.
 - b. The location and screening of vehicular circulation and parking areas in relation to surrounding development.
 - c. The location and screening of outdoor storage, outdoor activity or work areas, and mechanical equipment in relation to surrounding development.
 - d. The hours of operation of the proposed uses.
 - e. The provision of landscaping and other site amenities.

Planner comment: The items mentioned above were generally considered with the PUD conceptual plan. The final PUD plan does not propose significant change that would decrease its compatibility with adjacent uses.

8. **Transition areas.** It appears that the grade changes adjacent to the existing residential areas to the east, south and west of the site are more than three feet. The applicant should submit cross sections of these areas in accordance with this section. **The buffering criteria outlined in Section 30.03.C.10 appear to be addressed but should be to the stated satisfaction of the Planning Commission.**

9. **Architectural and Site Element Design.** Residential facades should not be dominated by garages. Where attached garages are proposed, at least 50% of the garages should be side-entry or recessed, where the front of the garage is at least 5 feet behind the front line of the living portion of the principal dwelling. The intent of encouraging recessed or side entry garages is to enhance the aesthetic appearance of the development and minimize the visual impact resulting from the close clustering of units allowed under these regulations. Building elevations shall be required for all structures other than single-family dwellings.

Signage, lighting, entryway features, landscaping, building materials for the exterior of all structures, and other features of the project, shall be designed and completed with the objective of achieving an integrated and cohesive development, consistent with the character of the community, surrounding development, and natural features of the area. The Planning Commission and Township Board may require street or site lighting where appropriate.

Planner comment: The design of the units does not include side-loading garages. The front-facing garages are recessed by 5 feet.

10. **Access.** Direct access onto a county road or state highway shall be required to a PUD. The nearest edge of any entrance or exit drive shall be located no closer than 200 feet from any existing street or road intersection.

Planner comment: We defer to the township engineer for review and comment.

11. **Internal Roads.** Internal roads within a PUD may be public or private.

- a. Where private roads are developed, **a maintenance plan**, including a means of guaranteeing maintenance assessments from the affected property owners, **shall be reviewed and approved by the Planning Commission and Township Board.**
- b. Both sides of all internal roads shall be landscaped with street trees. For road frontages of individual lots or condominium sites, a minimum of 2 canopy trees shall be provided per residential dwelling.

Planner comment: The Master Deed includes reference to a maintenance plan for the internal roads and shall be subject to Planning Commission approval. The landscape plan shows no less than 60 street trees (30 units x 2 trees each).

12. **Pedestrian circulation.** The PUD plan shall provide pedestrian access to all open space areas from all residential/development areas, connections between open space areas, public thoroughfares, and connections between appropriate on-site and off-site uses.

Planner comment: The PUD includes 5-foot sidewalks on both sides of the proposed private streets. An extension of the sidewalk provides access to the natural features area of the east side of the development. In order to connect the internal sidewalks to an existing Safety Path on the north side of Clarkston Road, a cross walk is proposed near Evan Court. *We defer to the township engineer for additional information.*

13. **Open Space and preservation of natural features.** The southeastern portion of the site, which contains significant natural features, is proposed to be preserved. The final PUD plan provides
- 43.9% (4.55 acres) of total usable open space.
 - 23.6% (2.44 acres) of wetland and detention open space.
 - Approximately 67.5% (6.99 acres) of open space when usable and unusable are combined.
 - 425 trees will be preserved (42.8%), according to the Woodland Summary on Sheet L-3.

Planner comment: A tree survey for the entire site was conducted. The applicant should verify if any animal or plant habitats of significant value exist on the site in accordance with Section 30.03

C.15. Additionally, a Tree Removal Permit will be required for this development in accordance with Section 27.12.

Of the 267 trees required for replacement, the Woodland summary indicates all 437" dbh of Landmark trees is accounted for with 146 replacement tree plantings (437" / 3). All 121 regulated trees will be replaced: 42 by tree plantings, and 79 by contribution to the tree fund. This amounts to a total replacement tree planting of 188 trees on the site (146 Landmark + 42 regulated).

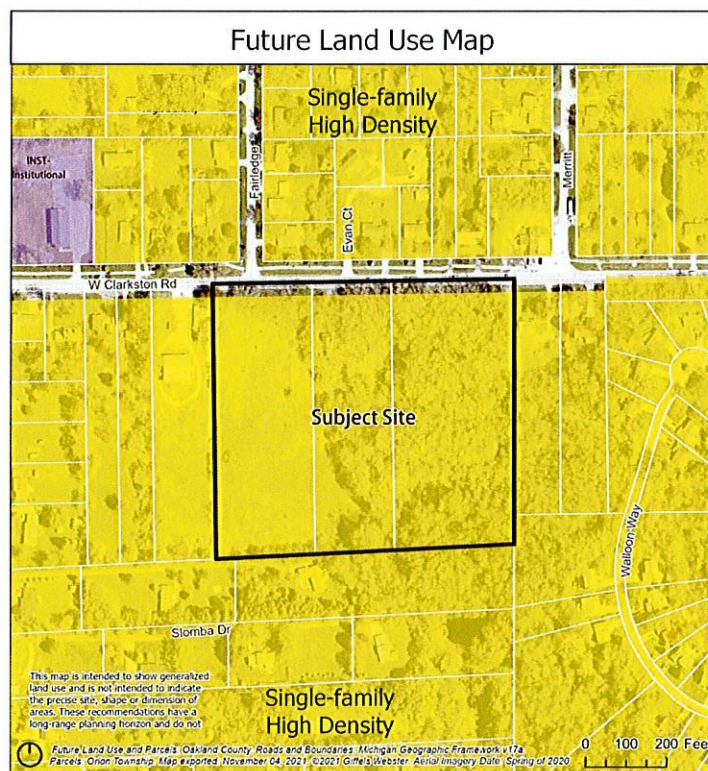
14. **Additional considerations.** The Planning Commission shall take into account: drainage and utility design; underground installation of utilities; insulating the pedestrian circulation system from vehicular thoroughfares and ways; achievement of an integrated development with respect to signage, lighting, landscaping and building materials; and noise reduction and visual screening of mechanical equipment.

Planner comment: We defer to the township engineer pertaining to review and comment of utilities. The development proposes one monument sign at the western ingress/egress along Clarkston Road. This sign has been reviewed in accordance with the requirements of Section 7 of Ordinance 153. The following standards are found to fully comply. Refer to Sheet L-4 for fully dimensioned sign diagram.

Residential Zoned Areas			
Ground Signs			
These requirements shall govern sign use, area, type, height, numbers, and setbacks, in addition to requirements elsewhere in this Ordinance.			
G R O U N D S I G N S	Zoning District	SF, SE, SR, R-1, R-2, R-3, RM-1, RM-2, MHP, BIZ - Residential & Institutional in Use Group A	
	Number of Signs	1 per vehicular entrance to a Subdivision/Site Condominium, multiple-family complex or Mobile Home Park	1 per Institutional establishment (i.e. churches, schools, public buildings, etc.)
	Overall Height	6 ft.	
	Sign Area	35 sq. ft. per side; maximum 70 sq. ft.	
	Setback - shall be measured at existing ROW or as req'd by RCOC	20 ft. from ROW	
	Footnotes	3	

Zoning District R-1	Required	Proposed
Number of Signs	1 per vehicular entrance to a subdivision/site condominium, multi-family complex or mobile home park.	1 monument sign at the western ingress and egress along Clarkston Road.
Overall height	6 feet	2 feet
Sign area	35 square feet per side; max 70 square feet	12 square feet
Setback – shall be measured at existing ROW or as required by RCOC	20 feet from right-of-way	20 feet from right-of-way

15. **Density plan submittal.** The ultimate density shall be recommended by the Planning Commission and determined by the Township Board and shall be based upon the underlying zoning or a density as designated by the Master Plan. As noted above, the proposed density is consistent with the approved Concept Plan and Township Master Plan.



16. **Supporting documents.** The PUD Master Deed, Bylaws, and Exhibit B shall be submitted for review and approval in conjunction with the Final Plan. Easements and Rights-of-Way Instruments shall be submitted for review and approval in conjunction with the Final Plan. Approval of these documents shall be granted by the Building Department, Assessor's Office, township attorney, planning, and engineering consultants. Planning Commission PUD approval may be subject review and approval of these documents by these departments and consultants.

Planner comment: If the final PUD is approved by the Planning Commission, it should include a condition that all supporting documents be approved by the relevant departments and consultants prior to approval by the Township Board. The applicant should engage the township attorney for comment on all documents if they have not done so already.

Review of the final PUD site plan finds the proposed development is in substantial compliance with the Sections 30.01.E. and F. pertaining to the comprehensive requirements for site plan and landscape plan review.

Subject/Issue	Requirement	Proposed/Provided
Lot Size	14,000 sq. ft.	N/A
Lot Width	100 ft.	N/A
Lot Coverage	25%	16.5% (approx.)
Front Yard Setback*	40 ft.	40 ft.
Rear Yard Setback	35 ft.	38.2 ft.
Side Yard Setback**	10 ft.	35 ft. (26 ft. for deck/patio)
Building Height	30 ft.	28 ft.
Minimum Floor Area/Unit	1,320 sq. ft.	1,820 sq. ft.
Off-Street Parking	2 per unit	60 (2 per unit)
Visitor Parking	1 space per 6 spaces (10)	10 spaces
Max Floor Area of Accessory Buildings	See chart on Sec. 27.02 A, 8 (N/A)	
<p>* Where the front setbacks of two (2) or more principal structures in any block (in the case of platted properties) or within three hundred (300) feet (in the case of unplatted properties) in existence at the time of passage of this Ordinance, within the district zoned and on the same side of the street, are less than the minimum front setbacks required herein, then any building subsequently erected within said block (or three hundred (300) feet) shall not be less and not be greater than the average depth of the front setbacks of the existing structures.</p> <p>** Where a garage door or opening faces a side lot line, said side lot setback shall be thirty (30) feet.</p>		

We are available to answer questions pertaining to this review.

Respectfully,

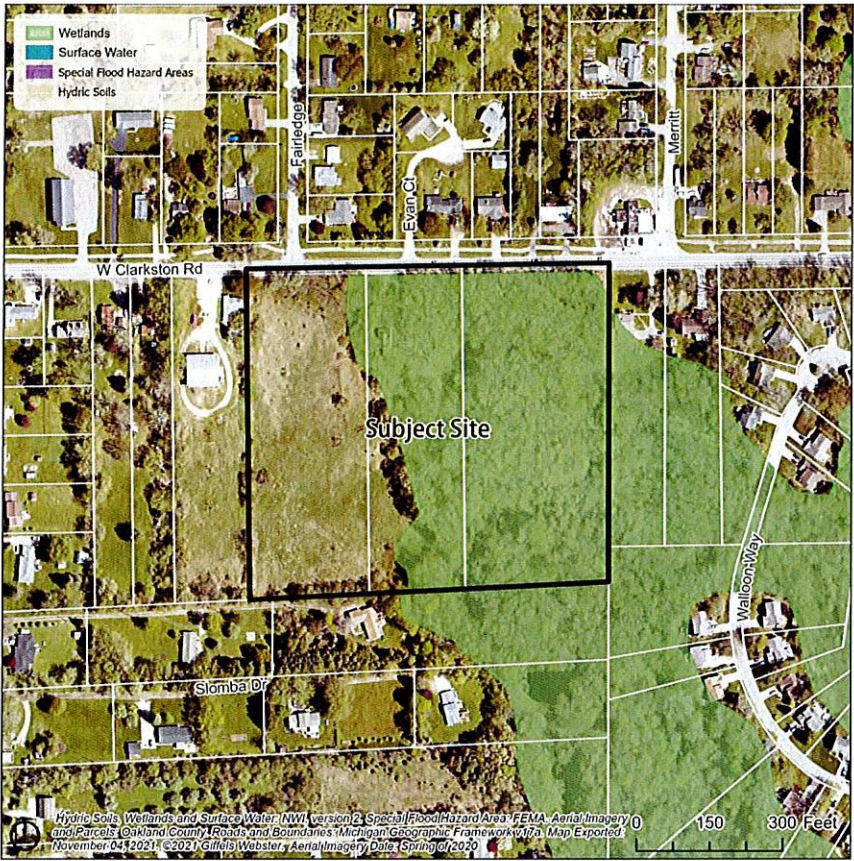
Giffels Webster



Rodney L. Arroyo, AICP
Partner Emeritus



Eric Pietsch
Senior Planner



ARCHITECTS. ENGINEERS. PLANNERS.



December 6, 2022

Scott Reynolds
Planning Commission Chairperson
CHARTER TOWNSHIP OF ORION
2323 Joslyn Road
Lake Orion, MI 48360

RECEIVED

DEC 07 2022

Orion Township
Planning & Zoning

RE: Ridgewood PUD, PC-2021-90
Final PUD Review #1

Received: November 21, 2022, by Orion Township

Dear Mr. Reynolds:

We have completed our review of The Ridgewood Final PUD plan set. The plans were prepared by Washtenaw Engineering, Hobbs & Black Architects and Allen Design, and were reviewed with respect to the Township's Zoning Ordinance, No. 78, Stormwater Management and Soil Erosion & Sedimentation Control Ordinance, No. 139, and the Township's Engineering Standards.

EXISTING CONDITIONS:

The site is located east of Hemingway Rd. on the south side of Clarkston Rd. within the northeast ¼ of Sections 15 of the Charter Township of Orion. The site consists of three parcels all zoned Single Family Residential (R-1). The site is bound by parcels on the west, south and east zoned Single Family Residential (R-1) and parcels to the north zoned Single Family Residential (R-2) and Restricted Business (RB).

The existing site is 11.38 acres in total. The site used to contain a single-family residence located near the center of the site with a detached garage and drive to Clarkston Rd. The applicant is proposing (15) duplex units for a total of 30 units. Each unit is approximately 1,800 square-feet in size. The eastern two-thirds of the site is heavily wooded. The existing site drains to the southeast towards an existing wetland in the southeast corner. There are also two large depressions located in the northeast portion of the site. These depressions have been re-reviewed on 12/13/2021 by the applicant and confirmed they are not wetlands. The wetland in the southeast corner is noted to have been flagged by King & MacGregor in 2017. A copy of the delineation report has been provided for review. The applicant is proposing to preserve the approximate 1.8 acres of on-site wetlands and not impact the associated 25-foot wetland buffer with the exception of the storm sewer outlet from the detention basin.

WATER SUPPLY AND SANITARY SEWER

There is existing 12-inch water main located along the south side of Clarkston Road. The applicant is proposing to include an 8-inch looped water main with two connection points to the existing watermain along Clarkston Rd. An additional loop extends south along the cul-de-sac which is acceptable. Additional gate valves will be required at Engineering to ensure that no more than two (2) hydrants would be out of service in the event of a main break. Per the Orion Township water model, there is sufficient capacity to serve the development.



There is existing 8-inch gravity sanitary sewer located along the north side of Clarkston Rd that runs east toward an existing pump station downstream and opposite Walloon Way. The existing 8-inch sewer is approximately 8 feet deep and therefore too shallow to service the site via-gravity. The applicant has therefore proposed to construct a pump station towards the southwest end of the site. The pump station would collect the sewage from the development and pump north through a forcemain and connect to the existing 8-inch sewer in Clarkston Road. Improvements to the existing downstream pump station will likely be required due to limited existing capacity available. Those improvements would be the responsibility of the applicant at Engineering. The applicant has included a note on the plans acknowledging this requirement. Preliminary water main and sanitary sewer basis of design calculations are required as part of Final PUD. Aside from these downstream pump station improvements, there is sufficient capacity to serve the anticipated flow from the development per the Orion Township sewer model.

Preliminary information for the pump station needs to be added to the plans. The pump station area needs to include space to include a backup generator building, wet-well, and valve vault as well as a t-turnaround driveway. Sample plans of recently constructed and approved pump stations will be sent to the applicant under separate cover.

A franchise utility easement is shown extending from Clarkston Rd. right-of-way and looping around the back of the proposed buildings. The easement appears to be separate and not in conflict with proposed water and sanitary sewer easements as required.

STORMWATER MANAGEMENT:

The existing site drains towards the southeast to an existing wetland complex. These wetlands appear to be regulated by EGLE due to size.

The applicant is proposing to capture water in the roadway and backyard swales before collecting at one of several catch basins that all run through a single outlet into the proposed detention system. The proposed PUD shows a mechanical pretreatment device in lieu of a sediment forebay upstream of the lone detention basin. Preliminary detention calculations following the new Orion Township design requirements were provided and appear acceptable. No Channel Protection Volume Control appears to be proposed and a geotechnical investigation was not provided. Soil infiltration testing is required for Final PUD to confirm verify whether the site is suitable for infiltration. If a geotechnical investigation finds that some of the existing underlaying soil is receptive to infiltration, then Channel Protection and Volume Control must be provided in those areas. If the site is not conducive to infiltration, then additional BMPs are required.

An access drive with easement to the detention basin needs to be provided. The drive can consist of turf over an aggregate base sufficient to handle maintenance equipment. Storm sewer shall have a 12' wide easement centered over the main.

PAVING/GRADING:

Two (2) 22-foot-wide approaches are proposed on W. Clarkston Rd. with 35-foot turning radii. The looped road and cul-de-sac both appear to facilitate easy navigation of the site for the Township Fire Apparatus. The approach on the east side of the site appears to contain the steepest main-drive slope at roughly 3.5% which is acceptable. Driveway slopes shall be provided at engineering. Pavement slopes are to remain between 1 and 4% in parking areas and 1 and 6% in drive aisles.

Pavement sections were included for the concrete sidewalk (4 inches of concrete atop 4 inches of compacted sand backfill) and for the asphalt pavement (7 inches of asphalt atop 10 inches of aggregate base), and both were acceptable. The asphalt pavement section also appears to match the RCOC requirements for the right-of-way paving.



The sidewalk pavement detail is not acceptable for public pathway paving. The applicant shall add a pavement section for the public pathway and use it for connections to the existing public pathway.

Existing grades on site were provided via 2-foot contours. The site reaches an elevation of 1016 in the northwest corner of the site and falls towards the southeast to an elevation of 987 in the wetlands. There are also two depressions located in the northeast corner of the site that vary from a high of 1018 to a low of 990. Proposed grades are provided via one-foot contours and finish floor elevations. There appear to be several locations where the proposed grading exceeds the Township maximum recommended slope of 1:4 and even 1:3. Some of these areas include near the sidewalk proposed in the right-of-way, along the western border of the site, near the sidewalk east of the detention basin, and in the south side of the site near the wetland buffer. The applicant shall revise the Grading Plan to ensure that the Township maximum recommended slope of 1:4 is met throughout the site.

A further defined swale will need to be established along the south property line, especially near unit 9 to direct on-site drainage to the wetlands instead of off-site towards 1169 Hemingway Rd.

Multiple boulder and retaining walls appear to be proposed on site, however top and bottom-of-wall grades should be included in Final PUD Plan. Fence is called out atop one of the retaining walls as per Township Standards. The Final PUD should include a general detail for the type of retaining wall and fence proposed on site. Please incorporate a simple detail for the retaining walls. Full computations and elevation plans signed and sealed by a Professional Engineer licensed in the State of Michigan will be required at Engineering.

The applicant has removed the public pathway along the frontage of the property that was included at Concept PUD and included correspondence under separate cover indicating their proposal to contribute to a pathway fund in lieu of constructing the pathway along their frontage which would require removing approximately 70 trees to facilitate construction. The plans need to be revised to show the safety path along the entire frontage per Ordinance. The applicant will need to request payment in lieu of constructing along with the proposed mid-block crossing of Clarkston Rd. to the Planning Commission. If the Planning Commission finds this acceptable, they will need to request the Parks and Pathway Committee review along with an estimate from the Township Engineer. The Parks and Pathway Committee will then need to make recommendation to the Township Board of Trustees for ultimate review and approval.

TRAFFIC:

The applicant has provided Trip Generation estimates for the proposed PUD plan. Per the calculations provided, the proposed PUD will generate ~23 trips during the AM peak hour, ~29 trips in the PM peak hour. The proposed trip generation for the PUD plan is less than the ordinance threshold of 100 trips in the peak hour and 750 average trips per day to require a complete traffic study. Correspondence was provided between the applicant and the RCOC, indicating that RCOC will not require a center left turn lane. However, given the traffic volumes along Clarkston Rd, it is our recommendation to require at least a passing lane at both approaches as part of the PUD subject to RCOC approval.

NATURAL FEATURES:

WOODLANDS

The eastern two-thirds of the site is heavily wooded. A tree survey was provided including landmark trees and replacement tree calculations. A Landscape Plan was provided as part of the plan set. Landscaping trees should be located outside of proposed water and sanitary sewer easements to the maximum extent possible. In addition, trees may need to be relocated to provide adequate space for an access road to the detention pond for future maintenance. The Landscape Plan also includes a proposed ground monument sign which appears to be located outside of any utility easements.

WETLANDS



The plans indicate the presence of approximately 1.8 acres of wetlands on-site. The wetlands were flagged by King and MacGregor back in 2017. A copy of the wetland report has been provided for cursory review. The proposed PUD plan also includes the required 25-foot wetland buffer. Per the current plan, the only impact to the 25-foot wetland buffer will be the storm sewer outlet from the detention basin.

As noted above, the applicant has verified that the two depressions located in the northeast portion of the site are not wetland areas subject to Orion Township wetland ordinance.

MASTER DEED AND BYLAWS

The Master Deed and Bylaws were provided with the Final PUD Plan set. Exhibit B was not included and will be required to be submitted for review. We defer further review of these documents to the Township Attorney.

CONCLUSION:

In our opinion the Final PUD is not in substantial compliance with the Township's ordinances and engineering standards. We ask that the following items be addressed:

1. Add Channel Protection Volume Control to the stormwater management plan. Soil infiltration testing is required for Final PUD to confirm verify whether the site is suitable for infiltration. If the site is not conducive to infiltration, then additional BMPs are required.
2. The applicant shall revise the Grading Plan to ensure that the Township maximum recommended slope of 1:4 is met throughout the site.
3. Given the traffic volumes along Clarkston Road, it is our recommendation to require a passing lane at both approaches as part of the PUD subject to RCOC approval.
4. The plans need to be revised to show the safety path along the entire frontage per Ordinance. If desired, the applicant will need to request payment in lieu of constructing along with the proposed mid-block crossing of Clarkston Road to the Planning Commission. If the Planning Commission finds this acceptable, they will need to request the Parks and Pathway Committee review along with an estimate from the Township Engineer. The Parks and Pathway Committee will then need to make recommendation to the Township Board of Trustees for ultimate review and approval.
5. Preliminary plan view information for the pump station needs to be added to the plans to account for the generator building, wet well, drywell and t-turnaround driveway.
6. A further defined swale needs to be established along the south property line, especially near unit 9 to direct on-site drainage to the wetlands instead of off-site towards Hemingway Rd.
7. Landscaping trees should be relocated outside of proposed water and sanitary sewer easements to the maximum extent possible. In addition, trees may need to be relocated to provide adequate space for an access road to the detention pond for future maintenance.
8. Preliminary water main and sanitary sewer basis of design calculations shall be added to the plans.
9. Provide a draft Exhibit B to the Master Deed for review.
10. The Final PUD should include a general detail for the type of retaining wall and fence proposed on site. Please incorporate a detail for the retaining walls and fence.
11. An access drive with easement to the detention basin needs to be provided. The drive can consist of turf over an aggregate base sufficient to handle maintenance equipment.
12. Storm sewer shall have a 12' wide easement centered over the main.
13. The applicant shall add a pavement section for the safety path meeting Township requirements.

Please feel free to contact us with any questions or comments at (248) 751-3100 or joseph.lehman@ohm-advisors.com.



Sincerely,
OHM Advisors

Joe Lehman, P.E.
Project Engineer

Mark Landis, PE
Project Manager

cc: Chris Barnett, Township Supervisor
David Goodloe, Building Official
Bill Basigkow, Director of Public Services
Tammy Girling, Planning and Zoning Director
Lynn Harrison, Planning and Zoning Coordinator
Jeff Williams, Township Fire Marshal
Rod Arroyo, Township Planning Consultant
Daniel Johnson, In-Site, LLC
Joseph Maynard, Washtenaw Engineering
File

P:\0101_0125\SITE_OrionTwp\2021\0121211231 Ridgewood PUD\MUNT\Final PUD\1st Review\PC-21-90 Ridgewood Final
PUD\2022.12.05_Ridgewood PUD-Final.docx



Charter Township of Orion

3365 Gregory Rd., Lake Orion MI 48359
www.oriontownship.org

Fire Department

Phone: (248) 391-0304, ext. 2000
Fax: (248) 309-6993

To: Planning Commission/Planning & Zoning Director
From: Jeff Williams, Fire Marshal
Re: PC-21-90, Ridgewood Final PUD
Date: 12/6/2022

The Orion Township Fire Department has completed its review of Application PC-21-90 for the limited purpose of compliance with Charter Township of Orion Ordinance's, Michigan Building Code, and all applicable Fire Codes.

Based upon the application and documentation provided, the Fire Department has the following recommendation:

Approved
☒ Approved with Requirements (See below)
Not approved

Requirements:

- Fire department access roads 20 to 26 feet wide shall be posted with NO PARKING FIRE LANE signage on both sides of the fire apparatus access road (**D103.6.1**).

This approval is limited to the application and materials reviewed which at this time do not raise a specific concern with regard to location and/or impact on health and safety. However, the approval is conditioned upon the applicant providing sufficient additional information at time of building permit application that includes data or documents, confirming full compliance with all applicable building codes, fire codes and Township Ordinances.

If there are any questions, the Fire Department may be reached at 248-391-0304 ext. 2004.

Sincerely,

Jeffrey Williams

Jeff Williams, Fire Marshal
Orion Township Fire Department

RECEIVED
DEC 06 2022
Orion Township
Planning & Zoning



Charter Township of Orion

2323 Joslyn • Lake Orion, Michigan 48360 • (248) 391-0304

To: Tammy Girling
Planning & Zoning Director

From: William Basigkow
Director, Department of Public Services

Date: December 7, 2022

Re: PC-21-90, Ridgewood Final PUD
Site Plan Review #1

RECEIVED

DEC 07 2022

Orion Township
Planning & Zoning

Dear Tammy,

The Department of Public Services has reviewed the above-mentioned project and has no further objections or concerns at this time.

If you have any questions, please contact me.

Respectfully Submitted,

William Basigkow
Director
Department of Public Services

Courtney Keisman

Subject: FW: Rezoning off Clarkston Rd.

From: jamesellis245 <jamesellis245@gmail.com>

Sent: Thursday, July 28, 2022 3:11 PM

To: Tammy Girling <tgirling@oriontownship.org>

Subject: Rezoning off Clarkston Rd.

Hello Tammy

It has come to my attention the board has decided to rezone a property off clarkston rd from single family homes to multi family.

As a resident and president of Hemingway Woods HOA I want express my extreme concern about this decision and the impact it will have on our neighborhood and the surrounding communities.

I hope you reconsider your decision.

Regards,

James Ellis
248-842-5534

Sent from Samsung Galaxy smartphone.

Courtney Keisman

Subject: FW: Proposed Zoning Change on Clarkston Road... From a resident

From: Andrea Ardelean <andardelean@gmail.com>

Sent: Tuesday, July 19, 2022 4:33 PM

To: Tammy Girling <tgirling@oriontownship.org>

Cc: mattardelean@gmail.com

Subject: Proposed Zoning Change on Clarkston Road... From a resident

Dear Ms. Girling,

This is in response to the zoning changes on Clarkston Road in Orion Township where there is a proposed plan for 30 duplex homes.

My husband, Matt Ardelean, grew up in Auburn Hills. He played Lake Orion in sports and was in awe of the beautiful surroundings. He served 20 years in the service and retired. His dream was to raise his family here. Eight years ago we bought a home on Walloon Way, off of Clarkston Road, behind the proposed zoning change. We specifically bought our home because of a four-season windowed room that overlooks the seasonal wetland. It has become an observation tower. We have watched over 50 species of animals from painted turtles and stickleback fish to over 60 species of birds from sandhill cranes to turkeys. At night we watch fireflies and flying squirrels. It is plainly a wildlife observatory and refuge. In our yard naturally grows dark cherry trees and red raspberry bushes. This little bit of land is so special and changes dramatically with each season. We are a family and have two boys, wonderful neighbors, and it's a great subdivision all around, where we help each other. It's a picturesque utopia.

Any slight change to this habitat destroys animals' homes and even reduces our property value, which we have worked with the Township to increase. By this, the Hemingway Woods Homeowner's Association worked in conjunction with the city to eradicate the invasive species of phragmites. We have also worked to clean up trash on our private road, and worked again with the township to repair what could have been utter devastation as we noticed a sewage leak within the wetlands.

We are really interested in sustaining this aesthetically beautiful and fragile, unique area of land where wildlife abounds. I am just a stay at home mom. My young boys' lives have been completely transformed learning everything possibly they can about our 1.44 acre back yard that visually extends to a much greater space.

I just saw your information on the Lake Orion Chat Board, so I typed this quickly. This is just a brief description of the icing on the cake of why we do not want the zoning area further developed. Thank you for your consideration.

Sincerely,

Andrea Ardelean

1164 Walloon Way

Lake Orion, MI 48360

CC: Matt Ardelean

December 12, 2022

RECEIVED

DEC 14 2022

Orion Township
Planning & Zoning

Ms. Tammy Girling
Director – Planning & Zoning
Orion Township
2323 Joslyn Road
Lake Orion, MI 48360

Re: Application for a Planned Unit Development (Final PUD)
RIDGEWOOD
625 W. Clarkston Road
Parcel No's. 09-15-226-006, 09-15-226-007, 09-15-226-008

Dear Ms. Girling:

As a follow-up to our communications in reference to the above referenced property, attached for your reference please find a summary response to the OHM Review Letter dated December 6, 2022.

We are providing a narrative response at this time to address the referenced items and would advocate for and request that any Plan updates be addressed as a condition of Planning Commission action and administratively processed prior to the Board of Trustees consideration.

After discussion with the Engineer of record, we believe these items can be readily addressed within the subsequent Final Engineering process and in the context of guidance to be received at the Planning Commission meeting on the Pathway topic.

We look forward to seeing you at the December 21st Planning Commission Meeting.

Thank you for your assistance in this matter.

Sincerely,
IN-SITE LLC



Daniel Johnson
Managing Director

cc:
JMF Properties LLC (via email)
Washtenaw Engineering (via email)
OHM (via email)

REFERENCE OHM REVIEW LETTER – Page 4
December 6, 2022

Items be addressed:

1. Add Channel Protection Volume Control to the stormwater management plan. Soil infiltration testing is required for Final PUD to confirm whether the site is suitable for infiltration. If the site is not conducive to infiltration, then additional BMPs are required.

The attached Soil Boring Report indicates soil characteristics that would support infiltration on site. The next step as part of Final Engineering would be to have a site-specific Infiltration Study performed by a 3rd party testing company. It is the Engineer's opinion that the detention area indicated on the Plans is conservative and represents a maximum site use requirement implication.

2. The applicant shall revise the Grading Plan to ensure that the Township maximum recommended slope of 1:4 is met throughout the site.

We propose that this could be completed with the Final Engineering phase and is a minor item where a couple of locations on site might need to be tweaked.

3. Given the traffic volumes along Clarkston Road, it is our recommendation to require a passing lane at both approaches as part of the PUD subject to RCOC approval.

We had followed RCOC's guidance on the matter of the Left-Hand Turn Warrant Analysis and assumed that the matter was closed. We will continue to investigate, but this would be an off-site improvement if feasibility with the existing ROW conditions and presumably subject to RCOC approval.

4. The plans need to be revised to show the safety path along the entire frontage per Ordinance. If desired, the applicant will need to request payment in lieu of constructing along with the proposed mid-block crossing of Clarkston Road to the Planning Commission. If the Planning Commission finds this acceptable, they will need to request the Parks and Pathway Committee review along with an estimate from the Township Engineer. The Parks and Pathway Committee will then need to make a recommendation to the Township Board of Trustees for ultimate review and approval.

We understood the process with the Parks and Pathway Committee before proposing the concept. The previous submission illustrated the pathway and related impact on the vicinity and natural resources. This item can be addressed as part of Final Engineering one way or another.

5. Preliminary plan view information for the pump station needs to be added to the plans to account for the generator building, wet well, drywell and t-turnaround driveway.

We have looked at this and believe that the space is more than adequate for the required components and propose that this could be completed with the Final Engineering phase.

6. A further defined swale needs to be established along the south property line, especially near unit 9 to direct on-site drainage to the wetlands instead of off-site towards Hemingway Rd.

We propose that this could be completed with the Final Engineering phase and can adjust the grading accordingly as required.

7. Landscaping trees should be relocated outside of proposed water and sanitary sewer easements to the maximum extent possible. In addition, trees may need to be relocated to provide adequate space for an access road to the detention pond for future maintenance.

We propose that this could be completed with the Final Engineering phase and the tree locations can be tweaked at that time.

8. Preliminary water main and sanitary sewer basis of design calculations shall be added to the plans.

We propose that this could be completed with the Final Engineering phase.

9. Provide a draft Exhibit B to the Master Deed for review.

We propose that this could be completed with the Final Engineering phase and this item is likely premature at this time as usually done when Final Engineering is complete to minimize changes.

10. The Final PUD should include a general detail for the type of retaining wall and fence proposed on site. Please incorporate a detail for the retaining walls and fence.

We propose that this could be completed with the Final Engineering phase.

11. An access drive with easement to the detention basin needs to be provided. The drive can consist of turf over an aggregate base sufficient to handle maintenance equipment.

We propose that this could be completed with the Final Engineering phase and the easement would be located comfortably between Units 14 and 15.

12. Storm sewer shall have a 12' wide easement centered over the main.

We propose that this could be completed with the Final Engineering phase and done in conjunction with the Exhibit B documents.

13. The applicant shall add a pavement section for the safety path meeting Township requirements.

We propose that this could be completed with the Final Engineering phase and subject to the Pathway discussion.



McDOWELL & ASSOCIATES
Geotechnical, Environmental, & Hydrogeologic Services
21355 Hatcher Avenue • Ferndale, MI 48220
Phone: (248) 399-2066 • Fax: (248) 399-2157

LOG OF SOIL
BORING NO. 4

PROJECT Soils Investigation - 10-Acre Parcel

LOCATION Clarkston Road and Fairledge Street

JOB NO. 16-239

SURFACE ELEV. _____ DATE 7-21-16 Orion Township, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows for 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF	PID (ppm)
	1		0'7" Moist dark brown sandy TOPSOIL						ND
A	2		Compact moist brown fine SAND	2					ND
UL	3			4	110.0	109			
	4		3'5"	7					
B	5		Compact moist brown fine SAND with trace of gravel and silty clay seams	2					ND
UL	6			4	12.3	129			
	7		6'3"	5					
C	8								ND
UL	9		Stiff moist brown silty sandy CLAY with trace of pebbles	3					
	10			5					ND
D	11			9					
UL	12		11'0"	4					
	13			5	14.8	137			ND
	14		Very stiff moist blue sandy CLAY with pebbles	6			*	(3500)	
E	15		14'2"						ND
UL	16		Very stiff moist brown sandy CLAY with pebbles	10					
	17		15'1"	13					
	18			13					ND
	19								
F	20		Very compact wet brown fine SAND	8					ND
UL	21		20'6"	10					
	22			11					
	23		Notes:						
	24		- Used track rig.						
	25		- PID readings from MiniRAE photoionization detector as parts per million (ppm), calibrated to isobutylene).						

TYPE OF SAMPLE
D. - DISTURBED
U.L. - UNDIST. LINER
S.T. - SHELBY TUBE
S.S. - SPLIT SPOON
R.C. - ROCK CORE
() - PENETROMETER

REMARKS:

* Calibrated Penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With
140# Hammer Falling 30" Count Made at 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT 15 FT. 1 INS.
G.W. ENCOUNTERED AT FT. INS.
G.W. AFTER COMPLETION 13 FT. 4 INS.
G.W. AFTER HRS. FT. INS.
G.W. VOLUMES Heavy



McDOWELL & ASSOCIATES
Geotechnical, Environmental, & Hydrogeologic Services
21355 Hatcher Avenue • Ferndale, MI 48220
Phone: (248) 399-2066 • Fax: (248) 399-2157

LOG OF SOIL
BORING NO. 5

PROJECT Soils Investigation – 10-Acre Parcel

LOCATION Clarkston Road and Fairledge Street

JOB NO. 16-239

SURFACE ELEV. DATE 7-21-16

Orion Township, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Bows for 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	PID (ppm)
	1		Moist dark brown sandy TOPSOIL with vegetation and roots						ND
A	2		Medium compact moist brown fine SAND with trace of pebbles and occasional clayey sand seams	2	7.5	--			ND
UL	3			3					
	4			3					
B	5		Very stiff moist brown sandy CLAY with pebbles	5	15.7	--			ND
UL	6			8					
	7			12			*	(6000)	
C	8		Very stiff moist brown silty sandy CLAY with trace of pebbles	7					ND
UL	9			11					
	10			13					ND
D	11		Extremely stiff moist brown silty sandy CLAY with pebbles	8					
UL	12			12					ND
	13			17					
	14								
	15		Very compact moist brown fine SAND with occasional gravelly sand seams						ND
E	16			6					
UL	17			8					
	18			11					
	19								ND
F	20		Very compact moist brown fine SAND						
UL	21			7					ND
	22			9					
	23			12					
	24		Notes:						
	25		- Used track rig.						
			- PID readings from MiniRAE photoionization detector as parts per million (ppm, calibrated to isobutylene).						

TYPE OF SAMPLE
D. - DISTURBED
U.L. - UNDIST. LINER
S.T. - SHELBY TUBE
S.S. - SPLIT SPOON
R.C. - ROCK CORE
() - PENETROMETER

REMARKS

* Calibrated Penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With
140# Hammer Falling 33": Count Made at 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT
G.W. ENCOUNTERED AT
G.W. AFTER COMPLETION
G.W. AFTER HRS.
G.W. VOLUMES
None

FT. INS.
FT. INS.
FT. INS.
FT. INS.

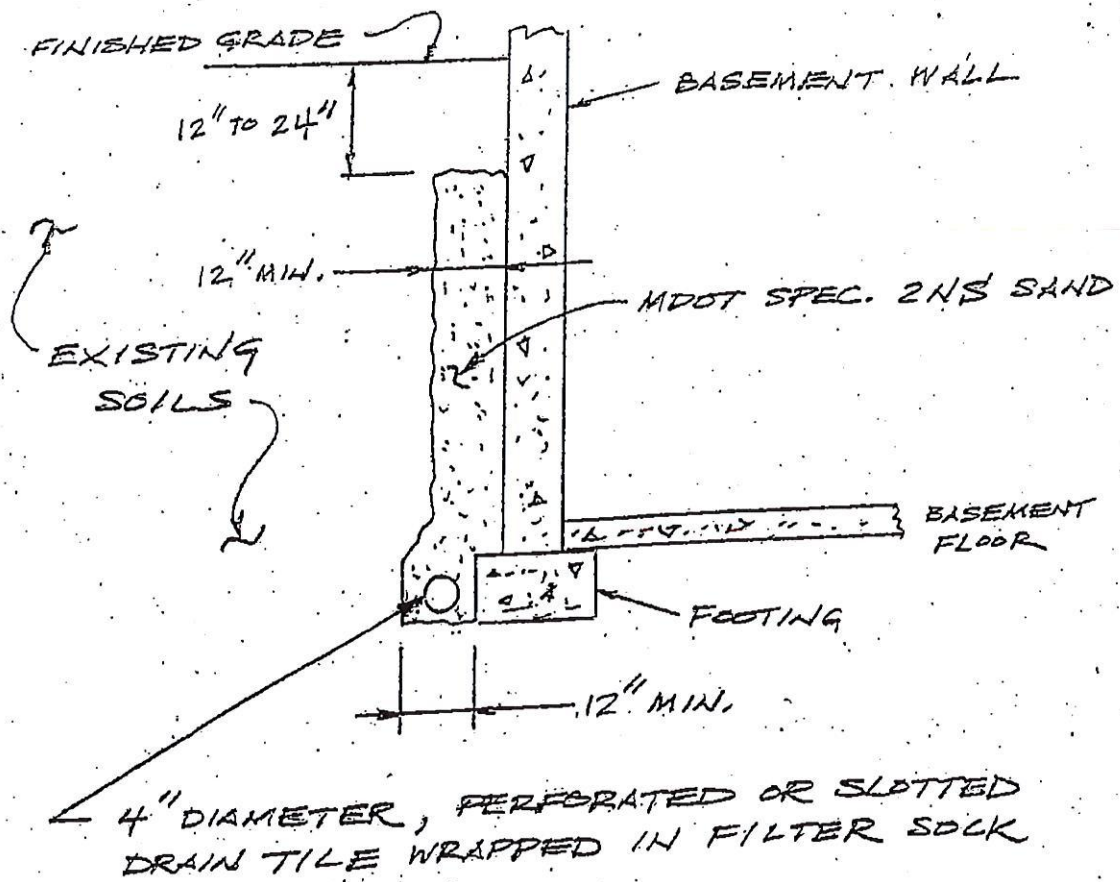


FIGURE 1 - CROSS SECTION
EXTERIOR DRAIN

Table 902-4 Grading Requirements for Fine Aggregates

Material	Sieve Analysis (MTM 109) Total Percent Passing (a)							Loss by Washing, % Passing No. 200 (a)(b)	Fineness Modulus Variation (c)
	% In	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100		
2NS	100	95-100	65-95	35-75	20-55	10-30	0-10	0-3.0	±0.20 (d)
2SS (e)	100	95-100	65-95	35-75	20-55	10-30	0-10	0-4.0	±0.20 (d)
2MS		100	95-100			15-40	0-10	0-3.0	±0.20 (d)
2FA (f)	100	90-100	65-90	45-70	30-50	18-30	10-21	5-15 (g)	
3FA (f)	100	70-90	45-70	28-50	19-34	12-25	7-18	5-15 (g)	

a. Test results based on dry weights.

b. Use test method MTM 108 for Loss by Washing.

c. Aggregate having a fineness modulus differing from the base fineness modulus of the source by the amount exceeding the maximum variation specified in the table, will be rejected. Use ASTM C 136.

d. The base fineness modulus will be supplied by the aggregate producer at the start of each construction season and be within the range of 2.50-3.35. The base FM, including the permissible variation, will be within the 2.50-3.35 range.

e. Not for any application subject to vehicular traffic.

f. Gradation represents the final blended product.

g. The limits for loss by Washing of Fine Aggregates, 2FA and 3FA are significant to the nearest whole percent.

FIGURE 2 - M.D.O.T. SPECIFICATION
2NS SAND

No Scale



Soil Boring Location Plan

#16-239



Daniel Johnson
Managing Director

Direct: (847) 476-9944
E-mail: djohnson@in-site.us.com

November 18, 2022

Orion Township
Planning Commission
Mr. Scott Reynolds (Chair)
and Commissioners



c/o

Ms. Tammy Girling
Director – Planning & Zoning
Orion Township
2323 Joslyn Road
Lake Orion, MI 48360

Re: Submission for a Planned Unit Development (Final PUD)
RIDGEWOOD
625 W. Clarkston Road
Parcel No's. 09-15-226-006, 09-15-226-007, 09-15-226-008

Dear Mr. Chairman and Commissioners:

In reference to the above referenced property, enclosed is a brief summary of the Plan modifications associated with the above referenced Final PUD submission.

Thank you for your continued consideration.

Sincerely,
IN-SITE LLC

A handwritten signature in black ink, appearing to read "Daniel Johnson". The signature is fluid and cursive, with a large loop at the end.

Daniel Johnson
Managing Director

JMF Properties LLC (via email)
Washtenaw Engineering (via email)
Allen Design (via email)
Hobbs + Black (via email)

RIDGEWOOD – FINAL PUD

SUMMARY OF THE PLAN UPDATES

Dated November 18, 2022

With respect to the review comments noted in the Planning Commission’s Motion of Approval from the Meeting of June 1, 2022, the following will summarize the primary Plan updates:

1. Clarkston Road Vista and Landscaping

The Project proposes the preservation of 70 existing trees (mostly Oak) by providing for an alternative offsetting monetary payment to the Pathway Fund. We believe that this will enhance the existing street vista in the project location, promote tree preservation and provide a preferred design solution for the project. Additional new landscaping has been added for further buffering and screening of Clarkston Road.

2. Setback modification

The Project proposes to increase the setback along Clarkston Road from 35’ to 40’ to correspond to an R-1 front yard setback in support of the spirit of Item #1 above. The dimension from the south side of the Clarkston Road paving edge to the nearest unit is a comfortable 86’.

3. Unified Control

The Project would have unified control with a HOA and customary provisions for maintenance and governance. A Draft of the Master Deed and Bylaws has been submitted to the Township for review.

4. Unit Design

The Project design of the units will include a minimum palette of 3 colors and materials as illustrated below. The recessed garage door treatment conforms with the Township’s Ordinance.



5. Density

The Project re-submission of June 2022 reduced the project density by 40% and demonstrated consistency with the Master Plan objective of addressing the “Missing Middle” housing needs. The Project also compares favorably to the R-3 density in the Future Land Use Plan and would promote new construction affordability in comparison to a new single-family project.



Daniel Johnson <djohnson@in-site.us.com>

FW: RCOC Prelim #21P0041-Orion Township - PUD Application - Ridgewood - 625 West Clarkston Road

1 message

Yousif, Simon S. <syousif@rcoc.org>

Tue, Jul 26, 2022 at 2:47 PM

To: Daniel Johnson <djohnson@in-site.us.com>

Cc: "Joe K. Maynard" <jkm@wengco.com>, "Julie M. Kroll" <jkroll@fveng.com>

Hi Daniel,

Our Traffic & Safety Engineering Ok without adding the left turn lane.

Thanks,



Simon YousifSIMON YOUSIF,
P.E.

Permit Review Engineer

2420 Pontiac Lake
RoadDepartment of Customer
Services

Waterford, MI 48328

Permits Division

248-858-4776

syousif@rcoc.org**From:** Rucinski, Alexander**Sent:** Tuesday, July 26, 2022 2:44 PM**To:** Yousif, Simon S. <syousif@rcoc.org>**Subject:** FW: RCOC Prelim #21P0041-Orion Township - PUD Application - Ridgewood - 625 West Clarkston Road

Simon,

No additional comments from T&S. We are OK without the left turn lane.

Alex

From: Bates, Andrew <abates@rcoc.org>
Sent: Tuesday, July 26, 2022 2:37 PM
To: Rucinski, Alexander <arucinski@rcoc.org>
Subject: RE: RCOC Prelim #21P0041-Orion Township - PUD Application - Ridgewood - [625 West Clarkston Road](#)

I didn't have any additional comments. Julie stated no left turn warrant not met. I checked and I agree.

From: Yousif, Simon S.
Sent: Friday, July 22, 2022 7:02 AM
To: Rucinski, Alexander <arucinski@rcoc.org>; Bates, Andrew <abates@rcoc.org>
Subject: FW: RCOC Prelim #21P0041-Orion Township - PUD Application - Ridgewood - [625 West Clarkston Road](#)

Please see attached and email below. Please advise.

Simon Yousif

SIMON YOUSIF,
P.E.

Permit Review Engineer [2420 Pontiac Lake Road](#)

Department of Customer Services [Waterford, MI 48328](#)

Permits Division

248-858-4776

syousif@rcoc.org



From: Daniel Johnson <djohnson@in-site.us.com>
Sent: Friday, July 22, 2022 6:51 AM
To: Yousif, Simon S. <syousif@rcoc.org>
Cc: Joe K. Maynard <jkm@wengco.com>; Julie M. Kroll <jkroll@fveng.com>
Subject: Re: RCOC Prelim #21P0041-Orion Township - PUD Application - Ridgewood - [625 West Clarkston Road](#)

[EXTERNAL EMAIL]

Dear Mr. Yousif,



Daniel Johnson <djohnson@in-site.us.com>

RE: RCOC Prelim #21P0041-Orion Township - PUD Application - Ridgewood - 625 West Clarkston Road

1 message

Julie M. Kroll <jkroll@fveng.com>

Thu, Jul 21, 2022 at 5:08 PM

To: Daniel Johnson <djohnson@in-site.us.com>

Cc: Michael Furnari <michael@fairviewco.com>

Hi Dan,

The trip generation for the proposed development is summarized below.

The projected trip generation will not meet RCOC criteria for a left-turn treatment.

Land Use	ITE Code	Size	Unit	Weekday Average Daily Traffic (vpd)	AM Peak Hour (vph)			PM Peak Hour (vph)		
					In	Out	Total	In	Out	Total
Single-Family Attached Housing	215	30	DU	178	3	7	10	8	6	14

Julie M. Kroll, PE, PTOE

Traffic Services Manager | Associate

FLEIS & VANDENBRINK

C: 248.342.5786

www.fveng.com**From:** Daniel Johnson <djohnson@in-site.us.com>**Sent:** Thursday, July 21, 2022 8:56 AM**To:** Julie M. Kroll <jkroll@fveng.com>**Cc:** Michael Furnari <michael@fairviewco.com>**Subject:** Fwd: RCOC Prelim #21P0041-Orion Township - PUD Application - Ridgewood - [625 West Clarkston Road](#)**CAUTION: **EXTERNAL EMAIL**** DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

FYI...per our discussion regarding Orion Township.

If we can avoid this Left Hand Turn Warrant Analysis it would be great!



PLANNED UNIT DEVELOPMENT AGREEMENT

RIDGEWOOD

Entered into between:

JMF Properties, LLC

A Michigan limited liability company

and

Charter Township of Orion, a Michigan Charter Township

Dated: _____, 2022

PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development Agreement (the “Agreement”) is entered into as of _____, 2022, by and among JMF Properties, LLC, a Michigan limited liability company, whose address is 1700 W. Big Beaver Road, Suite 120, Troy, Michigan 48084 (hereafter referred to as “Developer” or “Owner”), and the Charter Township of Orion, a Michigan municipal corporation, whose address is 2525 Joslyn Road, Orion, Michigan 48360 (“Township”).

RECITALS

- A. Developer owns certain real property consisting of approximately 11.38 acres located in the Township on the south side of Clarkston Road and east of Hemingway Road, which is more particularly described on Exhibit A attached hereto (the “Property”). The Property is zoned R-1, or residential.
- B. Developer desires to develop the Property for 30 residential units in 15 duplex buildings as depicted in the Site Plan prepared by Hobbs + Black Architects, Washtenaw Engineering and Allen Design (revised ____, 2022), attached hereto as Exhibit B (the “Final PUD Plan”), for the proposed Ridgewood residential development (the “Project” or “Ridgewood”).
- C. At a meeting held by the Township Planning Commission on June 1, 2022, the Township Planning Commission recommended approval of Developer’s Concept Site Plan, subject to conditions.
- D. At a meeting held by the Township Board on July18, 2022, the Township Board approved the Concept Site Plan, subject to conditions.
- E. At a meeting held by the Township Planning Commission on ____ 2022, the Planning Commission approved the Final Site Plan, subject to conditions, and recommended approval of the Planned Unit Development Agreement to the Township Board.
- F. At a meeting held by the Township Board on ____, the Township Board approved the Final Site Plan and Planned Unit Development Agreement.

- G. By entering into this Agreement, Developer and the Township desire to set forth the parties' obligations with respect to the Planned Unit Development for the Property and the Project and the terms and requirements under which the Property and the Project shall be developed.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this Agreement, the parties agree as follows:

ARTICLE I

DESCRIPTION OF THE PROJECT; PUD AND PUD PLANS

- 1.1. **Description of Project.** The Project covers an area comprising approximately 11.38 acres located on the south side of Clarkston Road and east of Hemingway Road. The Project will consist of 30 residential housing units in 15 duplex buildings. Each residence will be a ranch-style dwelling with a 2-car attached garage.
- 1.2. **PUD Development Documents.** The Property shall be developed and improved in full compliance with the following ("Development Documents"):
- a. All Ordinances and Codes of the Charter Township of Orion.
 - b. PUD Plan.
 - c. This Agreement and any exhibits hereto.
 - d. Any and all conditions of the Final Site Plan Approval by the Orion Board of Trustees pertaining to the Project and reflected in the official minutes of said meetings.
 - e. The Orion Township Engineering Design Standards and other applicable codes and engineering standards.
- 1.3. **Application of Township Ordinances.** All development and improvement of the Property by Developer and all use of the Property shall be subject to and in accordance with all applicable Township Ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable Township Ordinances, the Development Documents and state laws for the respective components of the Project. To the extent that there are conflicts or discrepancies between respective provisions of the Development Documents, or between provisions of the Development Documents and Township Ordinances, this Agreement shall apply and control. In the event this Agreement is silent on any matters otherwise covered by the Final Site Plan or Township Ordinances and regulations, the Final Site Plan and Township Ordinances and regulations shall apply.
- 1.4. **Agreement to Run with the Land.** All future owner(s) of the Property shall be bound by the terms of this Agreement and the Developer's authority and responsibilities stated herein. It shall be the responsibility of the Developer to transmit to and notify all future owner(s) of the Property of the requirements contained within this Agreement. The

Township shall require that all other developers, present or future, of any portion of the PUD Agreement or any amendment thereto, as the same may be expanded by the Township and their respective successors in title comply with the Township Ordinances and regulations. It is the intent that the restrictions contained in this Agreement will run with the land.

- 1.5. **PUD Plan Approval; Exhibits.** The above described Township approvals grant Developer the right to construct facilities as set forth in the Final PUD Plan, subject to this Agreement and all applicable permits in the ordinary course, as the same may be modified and amended in accordance with the Township Zoning Ordinance from time to time. All exhibits attached hereto are incorporated herein and made a part hereof by reference.
- 1.6. **Variances and/or Modifications to Standard Zoning Requirements.** Except as otherwise provided in this Agreement and the Final PUD Plan, Developer shall adhere to all applicable Township ordinances, codes, rules, regulations and standards. Variances from the Township Zoning Ordinance which the Township shall be deemed to have granted, and hereby grants, as well as modifications to standard zoning requirements which will be requested, if any, are as set forth on the Final PUD Plan and this Agreement.
- 1.7. **Minor Modifications.** If, following the approval of the Final PUD Plan, Developer proposes minor changes to the Final PUD Plan, including changes required during final engineering review and required by other State and County regulatory agencies, such minor changes may be made subject only to “Administrative Approval”. The term “Minor Changes” shall be those changes set forth in the Township Zoning Ordinance, _____. For purposes of this Agreement, “Administrative Approval” shall mean the approval by the _____ of the Township, or his/her designee, or such other individual as may be designated by the Township Board, without the necessity of review by the Township Board or the Township Planning Commission or any amendment to this Agreement.
- 1.8. **Statement of Planning Objectives and Community Benefits to be Achieved by the Project.** The primary planning objectives of this development are to create alternative, high quality rental housing options that appeal to both active retirees and empty nesters who want to stay in place or be attracted to the Orion Township community and to meet the needs and growing demand of younger working and professional millennials for high quality rental housing, consistent with the Master Plan objective to provide for a diversity of housing opportunities in the Township.
- 1.9. **Effect of PD Approval.** To the extent that developing the Property in accordance with this Agreement and the Final PUD Plan will deviate from the Zoning Ordinance or any other Township Ordinance or regulation, this Agreement and the Final PUD Plan shall control. To the extent this Agreement and Final PUD Plan attached hereto are silent on development issues, the Project shall comply with the Zoning Ordinance and other Township ordinances and regulations. All improvements constructed in accordance with this Agreement and the Final PUD Plan shall be deemed to be conforming under the Zoning Ordinance and in compliance with all ordinances of the Township. The Project shall not be subject to any additional requirements contained in any amendments or additions to Zoning Ordinances adopted subsequent to the date of this Agreement which conflict with

the provisions of this Agreement including the Final PUD Plan and/or any plans which are approved pursuant to this Agreement.

1.10. **Conditions to Approval.** [insert later]

1.11. **Traffic Impact Assessment.** [insert later]

ARTICLE II

USES WITHIN THE PROJECT

2.1. **Approved Uses for the Project.** The Project will consist of 30 ranch-style residential units (or a density at 2.64 units per acre) in 15 duplex buildings. Each residence shall have two bedrooms and an attached 2-car garage.

2.2. **Project Amenities.** In order to provide on-site recreational amenities, an open space area consisting of approximately 6.99 acres will be maintained, with a walkway and gazeboas depicted in the Final PUD Plan.

ARTICLE III

DEVELOPER'S RIGHTS AND OBLIGATIONS

3.1. **Right to Develop.** Developer shall have the right to develop the Property in accordance with the Final PUD Plan and this Agreement.

3.2. **Development Schedule.** Developer shall commence development of the Project within 12 months from the Township's approval of this Agreement. The foregoing development schedule may be modified by Developer as necessary or appropriate based on market and other conditions, with the Township's consent, which shall not be unreasonably withheld or delayed.

3.3. **Internal Roads in the Project.** The internal roads within the Project will be private and constructed in accordance with Final PUD Plan.

3.4. **Landscape Plan.** The Landscape Plans, Sheets L-1 through L-4, which are part of the Final PD Plan attached hereto as Exhibit B, identify the landscaping to be installed within the Project.

3.5. **Utilities.**

- a. **Sanitary Sewer System.** Sanitary sewers shall be extended by the Developer to serve the Project which must connect to the Township's sanitary sewer system. Connection to the sanitary sewer system shall require payment of all applicable fees, charges, and assessments, in accordance with the Township's Ordinance. The Final PUD Plan identifies the sewer lines and related sanitary sewer easements to be dedicated to the Township as depicted in the Easement for Sanitary Sewer Exhibits.

- b. **Water System.** Water service shall be extended by the Developer to serve the Project which must connect to the Township's water system. Connection to the water system shall require payment of all applicable fees, charges, and assessments, in accordance with the Township Ordinance. The Final PUD Plan identifies the water lines and related water easements to be dedicated to the Township as depicted in the Easement for Watermain Exhibits.
- 3.6. **Storm Water Detention.** Storm water shall be conveyed by a storm sewer system to a storm water detention basin located within the Project as shown in the Final PD Plan. All such storm water drainage facilities, including the detention basin and all related improvements shall be designed in accordance with all applicable ordinances and engineering regulations and standards as depicted in the Easement for Storm Sewer Exhibits.
- 3.7. **Signs.** The entrance signage and other directional signage for the Project shall be as depicted in the Final PUD Plan. Any additional signage or modification of signage proposed to be installed will have to be approved by the Township and Developer will comply with all the sign regulations in the Township's sign ordinance.
- 3.8. **Architectural and Site Design Guidelines.** The Project shall be developed in conformance with the following architectural and site minimum standards:
 - a. **Minimum Setbacks.** Setback requirements shall be in accordance with the approved Final PUD Plan.
 - b. **Exterior Materials.** The building elevations and exterior materials shall be consistent with the elevations and materials set forth in the Final PUD Plan and any modifications to same will be of equal or better quality and durability and shall be approved in accordance with the Township Zoning Ordinance.
 - c. **Driveways and Sidewalks.** Curbs, gutters and sidewalks shall be constructed of concrete and shall be in accordance with the approved Final PUD Plan and approved Final Engineering Plan. Driveways shall be constructed of concrete.

ARTICLE IV

MAINTENANCE OF OPEN SPACE

- 4.1. **Common Elements and Common Facilities.** The Developer shall have the responsibility for maintaining the open space and installed landscaping located within the Project.

ARTICLE V

TOWNSHIP'S RIGHTS AND OBLIGATIONS

- 5.1. **Permits and Authorizations.** The Township shall grant to Developer and its contractors and subcontractors all Township permits and authorizations necessary to bring and/or

construct all utilities necessary to service the Property and to otherwise develop and improve the Property in accordance with the Final PUD Plan, provided the Developer has first made all requisite filings and submissions for permits, complied with the requirements for said permits or authorizations submittals, and paid all required fees in accordance with the Township's Ordinances. Any applications for permits or authorizations from the Township will be processed in the customary manner. The Township shall cooperate with Developer in connection with Developer's applications for any necessary county, state, federal or utility company approvals, permits or authorizations to the extent that such applications and or discussions are consistent with the Final PD Plan and this Agreement and provided that the Township shall not be required to initiate legal proceedings or assume any financial obligations of Developer, including without limitation the payment of any compensation, cost or fee. Once appropriate approvals are granted, Developer shall be entitled to obtain a grading permit from the Township and thereafter commence grading and clearing activities.

- 5.2. **Township Action For Failure to Maintain Property.** In the event the Developer defaults in its obligation to maintain the property in a reasonable condition, using reasonable standards, and consistent with and as required under the Final PUD Plan and this Agreement, the Township may serve written notice upon Developer setting forth the manner in which Developer has failed to maintain the Property, and such notice shall include a demand that deficiencies be cured within a stated reasonable time period no less than thirty (30) days, and shall set forth the date, time and place of a hearing before the Township Board for the purpose of allowing Developer to be heard as to why the Township should not proceed to perform the maintenance which has not been undertaken. In that hearing, the time for curing such deficiencies, and the hearing itself, may be extended. If, following the hearing, the Township Board shall determine that the Developer has not cured such deficiency within the time specified at the hearing, then upon five (5) days written notice to Developer, the Township shall thereupon have the power and authority, but not the obligation, to enter upon the Property or cause its agents or contractors to enter upon the Property to cure such deficiency as reasonably found by the Township to be appropriate and/or necessary, in a manner so as to reasonably minimize any interference with the residential occupancy and use the Property and the cost and expense of such curative actions, including the cost of notices by the Township and reasonable legal, planning, and engineering fees and costs incurred by the Township shall be paid by the Developer. Such amount shall constitute a lien on the Property and the Township may require such costs and expenses to be paid prior to the commencement of work. If such costs and expenses have not been paid within sixty (60) days of a billing to the Developer, all unpaid amounts may be (a) placed on a delinquent tax roll of the Township as to the Property and shall accrue interest and penalties and shall be collected as and shall be deemed delinquent real property taxes in the discretion of the Township; or (b) assessed against the Developer and collected as special assessment on the next annual Township tax roll; or (c) collected by use of the applicable provisions of Michigan law providing for foreclosure by advertisement, the Owner having specifically granted the Township the required power of sale to do so; or (d) collected by suit against Developer. If suit is initiated, the Developer shall pay all of the Township's reasonable legal fees and costs. The selection of remedy

shall be at the sole option of the Township, and election of one remedy shall not waive the use of any other remedy.

ARTICLE VI

MISCELLANEOUS PROVISIONS

- 6.1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 6.2. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute an agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
- 6.3. **Successors and Assigns.** The terms, provisions and conditions of this Agreement are and shall be deemed to be of benefit to the Property and shall run with and bind the Property, and shall bind and inure to the benefit of the successors and assigns of the parties to this Agreement.
- 6.4. **Amendment.** This Agreement may only be modified by written agreement of the Township and Developer or any successor in title who assumes Developer's rights and obligations hereunder.
- 6.5. **Authority.** This Agreement has been duly authorized by all necessary action of Developer and the Township, through the approval of the members of the Developer and the Township Board at a meeting in accordance with the laws of the State of Michigan, and the ordinances of the Township. By the execution of this Agreement, the parties each warrant that they have the authority to execute this Agreement and bind the Property in its respective entities to its terms and conditions.
- 6.6. **Partial Invalidity.** Invalidation of any of the provisions contained in this Agreement or the application thereof to any persons by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.
- 6.7. **No Partnership.** None of the terms or provisions contained in this Agreement shall be deemed to create a partnership or joint venture between Developer and the Township.
- 6.8. **Incorporation of Documents.** The recitals contained in this Agreement, the introductory paragraph, and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.
- 6.9. **Integration Clause.** This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless referenced in this Agreement.

- 6.10. **Recording.** This Agreement shall be executed by the Developer and recorded by the Developer in the office of the Oakland County Register of Deeds.
- 6.11. **Waiver.** Failure of either party to insist upon strict performance of any of the terms, conditions or covenants hereof shall not be deemed to be a waiver of any rights or remedies that such party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default under this Agreement. No waiver by either party of any default under this Agreement shall be affecting or binding unless made in writing and no such waiver shall be implied from any omission by the party to take an action with respect to the default. No express written waiver of any default shall affect any other default or cover any other period of time, and one or more written waivers of any default shall not be deemed to be a waiver of any subsequent default in performance of the same or any other term or provision contained in this Agreement.
- 6.12. **Violations.** Violations of the provisions of this Agreement shall be deemed to be violations of the Township Zoning Ordinance and shall entitle the Township to all rights and remedies provided by the Zoning Ordinance or any other applicable law for such violation.
- 6.13. **Acknowledgments.** The parties negotiated the terms of the Agreement and the parties agree that its terms, conditions and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law. Developer has offered and agreed to proceed with the undertakings and obligations as set forth in this Agreement in order to protect the public health, safety, and welfare and provide material advantages and development options for Developer, all of which undertakings and obligations the parties agree are necessary in order to ensure public health, safety, and welfare, to ensure compatibility with adjacent uses of land, to promote use of the Property in a socially, environmentally, and economically desirable manner, and to achieve other reasonable and legitimate objectives of the parties, as authorized under applicable Township ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, *et seq.*, as amended. It is also agreed and acknowledged that the terms, conditions, obligations, and requirements of this Agreement are substantially related to the burdens to be created by the development and use of the Property under the approved PD, and are, without exception, clearly and substantially related to the Township's legitimate interests in protecting the public health, safety and general welfare. Furthermore, the parties fully accept and agree to the final terms, conditions, requirements and obligations of the Agreement and shall not be permitted in the future to claim that the effect of the Agreement results in an unreasonable limitation upon uses of all or any portion of the Property, or claim that enforcement of the Agreement causes an inverse condemnation, other condemnation or taking of all or any portion of the Property.

(Signatures and notarization are contained on the following pages)

JMF PROPERTIES, LLC

By: _____
Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____,
2022 by Michael S. Furnari, the sole member and manager of JMF Development, LLC, a limited
liability company, on behalf of said company.

Notary Public
Notary Public, State of Michigan, County of _____
Acting in the County of _____
My Commission Expires: _____

CHARTER TOWNSHIP OF ORION

By: _____
Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____,
2022 by _____, the _____ of Charter
Township of Orion, a municipal corporation, on behalf of said corporation.

Notary Public
Notary Public, State of Michigan, County of _____
Acting in the County of _____
My Commission Expires: _____

Prepared by and recorded, return to:



**MASTER DEED OF
RIDGEWOOD
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____**

A Condominium Pursuant to Act 59, Public Acts of 1978, as Amended

This Master Deed is made and executed on this ____ day of _____, 2022, by JMF Properties LLC, a Michigan limited liability company ("Developer"), whose registered office is located at 1700 W. Big Beaver Rd., Suite 120, Troy, MI 48084.

The Developer desires by recording this Master Deed, together with the Bylaws attached as Exhibit A, and the Condominium Subdivision Plan attached as Exhibit B, to establish the real property described in Article II of this Master Deed, together with all the improvements now located upon or appurtenant to such real property, as a residential condominium project under the Condominium Act.

The Developer establishes, upon the recording of this Master Deed, Ridgewood under the Condominium Act and declares that Ridgewood shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the Condominium Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibits A and B, all of which run with the real property described in Article II of this Master Deed and are a burden and a benefit to the Developer, its successors and assigns that it expressly designates in writing, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the Condominium's establishment, it is provided as follows:

**ARTICLE I
TITLE AND NATURE**

Section 1. Condominium Name; Subdivision Plan Number; Legal Phases. The Condominium shall be known as Ridgewood, Oakland County Condominium Subdivision Plan No. _____. The Condominium is established in accordance with the Condominium Act. The Condominium consists of 30 Units. Units 1 and 2 constitute the first legal phase and "must be built." Units 3 through 30 are "need not be built." Units 3 through 30 may be converted to "must be built" Units in subsequent legal phases via the recording of amendments to this Master Deed. The consent of any Co-owner shall not be required to convert Units 3 through 30 to "must be built" Units, and all the Co-owners and mortgagees of Units and persons otherwise interested or that become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Units to "must be built" and

any amendment or amendments to this Master Deed to effectuate the conversion. All such interested persons irrevocably appoint the Developer or its successors or assigns as agents and attorney to execute such amendment or amendments and all other documents necessary to effectuate the foregoing.

Section 2. Units and Co-owner Rights of Access to Common Elements. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit, are set forth in the Condominium Subdivision Plan. Each Unit is capable of individual utilization because it has access to a Common Element. Each Co-owner has an exclusive right to their Unit and has an undivided and inseparable right to share with the other Co-owners the Common Elements designated by this Master Deed. Nothing in this Master Deed shall be construed to impose upon Developer any legal obligation to build, install or deliver any structure or improvement that is labeled "need not be built" on the Condominium Subdivision Plan.

Section 3. Voting. Co-owners shall automatically be members of and have voting rights in the Ridgewood Condominium Homeowners Association as set forth in this Master Deed, in the Bylaws, and in the Association's Articles of Incorporation.

ARTICLE II LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed is particularly described as follows:

PARCEL 1: O-09-15-226-008

Part of the Northeast 1/4 of Section 15, Town 4 North, Range 10 East, more fully described as: Beginning at the Northeast Section corner; thence West 749.16 feet; thence South 00 degrees 04 minutes 00 seconds West 677.72 feet; thence North 88 degrees 06 minutes 00 seconds East 740.65 feet; thence North 00 degrees 51 minutes 00 seconds East 653.31 feet to the point of beginning; EXCEPT the West 246.00 feet; also EXCEPT the East 305.18 feet.

PARCEL 2: O-09-15-226-007

Part of the Northeast 1/4 of Section 15, Town 4 North, Range 10 East, more fully described as: The East 305.16 feet of that part of the Northeast 1/4 described as beginning at the Northeast Section corner; thence West 749.16 feet; thence South 00 degrees 04 minutes 00 seconds West 677.72 feet; thence North 88 degrees 06 minutes 00 seconds East 740.65 feet; thence North 00 degrees 51 minutes 00 seconds East 653.31 feet to beginning.

PARCEL 3: O-09-15-226-006 (BY OTHERS)

Part of the Northeast 1/4 of Section 15, Town 4 North, Range 10 East, more fully described as: The West 246.00 feet of that part of the Northeast 1/4 described as beginning at the Northeast Section corner, thence West 749.16 feet; thence South 00 degrees 04 minutes 00

seconds West 677.72 feet; thence North 88 degrees 06 minutes 00 seconds East 740.65 feet; thence North 00 degrees 51 minutes 00 seconds East 643.31 feet to beginning.

ARTICLE III DEFINITIONS

Section 1. General Description of Terms Used. Certain terms are utilized not only in this Master Deed and Exhibits A and B, 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 Ridgewood Condominium Homeowners Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment or transfer of interests in the Condominium. Wherever used in these documents or any other pertinent instruments, the terms set forth below are defined as follows:

A. The “Act” or “Condominium Act” means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If any provision of this Master Deed or its exhibits conflicts with any provision of the Condominium Act, or if any provision required by the Condominium Act is omitted, then the Condominium Act provisions are incorporated by reference and shall supersede and cancel any conflicting provision.

B. “Association” means Ridgewood Condominium Homeowners Association, a nonprofit corporation organized under Michigan law of which all Co-owners are members. The Association shall administer, operate, manage and maintain the Condominium in accordance with all applicable laws and the Condominium Documents (defined below). Any action required of or permitted to the Association is exercisable by its Board of Directors unless specifically reserved to the Co-owners by the Condominium Documents or Michigan law.

C. “Bylaws” means Exhibit A attached to this Master Deed, being the Bylaws setting forth the substantive rights and obligations of the Co-owners. The Bylaws also constitute the Association's corporate bylaws under the Michigan Nonprofit Corporation Act.

D. “Common Elements” where used without modification means both the General and Limited Common Elements described in Article IV of this Master Deed and does not refer to Units.

E. “Condominium” means Ridgewood as a Condominium established in conformity with the Condominium Act, and includes without limitation the land, buildings, structures and other improvements located on the property described in Article II of this Master Deed and all easements, rights and appurtenances belonging to the Condominium.

F. “Condominium Documents” means and includes this Master Deed, the Bylaws, the Condominium Subdivision Plan, the Association's Articles of Incorporation, and the Association's rules and regulations, if any.

G. “Condominium Subdivision Plan” means Exhibit B attached to this Master Deed.

H. “Co-owner” means an individual, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination of the foregoing who or which owns one or more Units. Both land contract vendors and vendees are considered Co-owners and are jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents and the Condominium Act.

I. “Developer” means JMF Properties LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns that it expressly designates in writing. All development rights reserved to Developer in the Condominium Documents are assignable in writing; provided, however, that conveyances of Units by Developer, including the conveyance of Units to a “successor developer” pursuant to Section 135 of the Condominium Act, shall not serve to assign Developer’s development rights unless the instrument of conveyance expressly so states.

J. “Development and Sales Period” means the period commencing with the recording of this Master Deed and continuing until the date that is one (1) year following the sale of the last Unit in the Condominium by the Developer, or the time at which the Developer no longer offers a Unit in the Condominium for sale, whichever happens sooner.

K. “Development Rights” means the Developer’s rights to develop the Condominium as distinguished from the Developer’s rights as a Co-owner of one or more Units. Development Rights include, by way of illustration but not limitation, all rights (i) arising from the Condominium Act, or any other source, but subject to the Condominium Documents, (ii) to develop the Condominium, (iii) to maintain offices and signs on the Condominium, (iv) to use the Condominium, including all easements and similar rights, for purposes related to its development and that of any adjacent land, and (v) to amend the Condominium Documents.

L. “Easements” means all easements granted, reserved, provided for, declared or created pursuant to or in accordance with the terms and provisions of this Master Deed.

M. “Electronic transmission” means transmission by any method authorized by the person receiving the transmission and not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained and that may directly reproduce in paper through an automated process.

N. “Good standing” means a Co-owner who is current in all financial obligations owing to the Association and is not in default of any of the Condominium Document provisions.

O. “Master Deed” means this document and to which the Bylaws and Condominium Subdivision Plan are attached as Exhibits.

P. “Person” means an individual, firm, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination of the foregoing.

Q. “Planned Unit Development Agreement” means that certain agreement with the Township of Orion recorded in Liber _____, Page _____ et seq., Oakland County Records, which imposes certain obligations on all person having an interest in the Condominium.

R. “Record” means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.

S. “Transitional Control Date” means the date on which the Association's Board of Directors takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes that may be cast by the Developer and its affiliates.

T. “Unit” means a single complete Unit, as described in Article VI of this Master Deed and in the Condominium Subdivision Plan, and shall have the same meaning as the term “Condominium Unit” as defined in the Condominium Act.

Section 2. Number and Gender of Words. Whenever any reference is made to one gender, the same shall include a reference to all genders where the same would be appropriate. Similarly, whenever a reference is made to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV COMMON ELEMENTS

Section 1. Common Elements. The Common Elements are described in the Condominium Subdivision Plan and as follows:

A. General Common Elements. The General Common Elements are:

(1) Land. The land described in Article II of this Master Deed including roads, parking areas, sidewalks, wetland areas, conservation easements, Developer or Association-installed landscaping, open space areas, boulder walls, and all beneficial easements described in this Master Deed, all to the extent not designated as Units or Limited Common Elements;

(2) Electrical, Gas and Water. The electrical, gas and water systems throughout the Condominium up to, but not including, the point of connection with each Unit's individual electrical, gas or water meter, as the case may be;

(3) Sanitary Sewer. The sanitary sewer system throughout the Condominium, including without limitation the sanitary lift station, up to the point of connection with plumbing fixture traps within any Unit;

(4) Storm Drainage System. The storm drainage system throughout the Condominium, including the detention area shown on the Condominium Subdivision Plan, and all related lines and facilities;

(5) Telecommunications. The telecommunications systems throughout the Condominium, if any, up to the point the system connects to serve an individual Unit;

(6) Construction. Foundations, supporting columns, Unit perimeter walls as depicted on the Condominium Subdivision Plan (including perimeter wall drywall, and excluding interior partition walls), roofs, attics, Developer-installed insulation, ceiling and floor construction between Unit levels as depicted on the Condominium Subdivision Plan (including ceiling drywall), and chimneys;

(7) Irrigation. The irrigation system throughout the Condominium, including all lines, valves, timers, heads and related equipment;

(8) Street Lighting. The street lighting system throughout the Condominium, including all wiring, posts, fixtures, meters and related equipment;

(9) Entryway Signage and Improvements. The entryway signage and related improvements and landscaping;

(10) Gazebo. The gazebo as shown on the Condominium Subdivision Plan; and

(11) Other. All other elements and improvements contained within or appurtenant to the Condominium, which are not designated as General or Limited Common Elements, which are not enclosed within the boundaries of a Unit and which are intended for common use or are 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 described above (“utility systems”) may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the utility systems are General Common Elements only to the extent of the Co-owners' interest in the utility systems, if any, and neither the Developer nor the Association makes any warranty with respect to the nature or extent of such interest, if any.

Some or all of the utility systems service more than one Unit. Accordingly, and where necessary or applicable, there shall be an easement for that Common Element through each Unit to enable the utility systems to appropriately serve each of the Units.

B. Limited Common Elements. Limited Common Elements are subject to the exclusive use and enjoyment of the Co-owner of the Unit to which the Limited Common Elements serve. The Limited Common Elements follow:

(1) Driveways. Each driveway is limited in use to the Co-owner of the Unit to which the driveway is appurtenant as shown on the Condominium Subdivision Plan;

(2) Walkways. Each walkway serving Unit porches is limited in use to the Co-owner of the Unit to which the walkway is appurtenant;

(3) Porches and Steps. Each porch and related steps serving the porches are limited in use to the Co-owner of the Unit to which the porch and steps are appurtenant;

(4) Patio. Each patio is limited in use to the Co-owner of the Unit to which the patio is appurtenant as shown on the Condominium Subdivision Plan;

(5) Windows, Unit Entry Doors, Door-walls and Garage Doors. All windows, Unit entry doors, door-walls and garage doors are limited in use to the Co-owner of the Unit to which the same are appurtenant;

(6) Electrical, Gas, and Water. The electrical, gas, and water systems from and including the point of connection with each Unit's respective meter are limited in use to the Co-owner of the Unit to which the same is appurtenant;

(7) Air Conditioning Unit, Furnace, and Hot Water Heater. Each individual air conditioning unit, furnace, and hot water heater, including all related equipment and ductwork, is limited in use to the Co-owner of the Unit to which the same are appurtenant; and

(8) Other. Such other elements of the Condominium not designated as a General Common Element and not located within the perimeter of the Unit serviced by the element, which are appurtenant to or benefit one or more Units, though less than the entire Condominium.

Section 2. Responsibility for Unit and Common Elements. Subject to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Common Elements and Units as set forth in this Master Deed and in the Bylaws, the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements are as follows:

A. Co-owner Responsibilities.

(1) Unit and Certain Common Elements. Except as provided in Section 2B below and subject to the provisions of the Bylaws, each Co-owner is responsible for maintenance, decoration, repair and replacement, including all associated costs, of a Unit, including all fixtures, improvements and personal property located within the Unit or elsewhere throughout the Condominium, the Limited Common Elements, and those General Common Elements described in this Section 2A(1), shall be borne by the Co-owner of the Unit. The following provisions add to and clarify, but do not limit, each Co-owner's decoration, maintenance, repair and replacement responsibilities under this Section 2A(1):

(a) Electrical. Electrical lines, wires, outlets, switches, boxes, circuit breakers and fixtures from and including the electrical meter for the Unit, including all exterior fixtures and outlets;

(b) Gas. Gas lines, pipes, valves and fixtures from and including the gas meter for the Unit;

(c) Water. Water lines, pipes, valves and fixtures (including exterior water spigots) from and including the water meter for the Unit;

(d) Drain Lines. Drain lines and traps located within the Unit and that serve only individual plumbing fixtures located within the Unit;

(e) Air-conditioner. Air-conditioner compressor, its pad and other related equipment and accessories;

(f) Windows, Door-walls, Unit Entry and Interior Doors, and Garage Doors. Windows, door-walls, interior doors, Unit entry doors, including their frames, storms, screens, locks, hardware, thresholds, sills and weather stripping, and the garage doors, including tracks, springs remotes and all related hardware and equipment;

(g) Unit Interior Wall Construction. Unit interior wall construction;

(h) Garage Door and Garage Floor Slab. Garage floor slab and garage door, including tracks, springs remotes and all related hardware and equipment;

(i) Walkway. The walkway serving the Unit's porch;

(j) Porch. Porch and all improvements located on or related to the porch including steps;

(k) Patio. Patio and all improvements on or attached to the patio;

(l) Improvements and Decorations. Improvements to the Unit and decorations, including, but not limited to, tile, either floor or wall, paint, wallpaper, window treatments, carpeting or other floor covering, trim, cabinets, counters, sinks and related hardware;

(m) Appliances and Equipment. Appliances and equipment within the Unit and supporting hardware and equipment including, but not limited to, furnace and related ductwork, humidifier, air cleaner, any personal alarm system, garbage disposal, dishwasher, microwave, range, oven, refrigerator, vent fans and related ductwork, dryer venting and related ductwork, vent covers and filters, individual hot water heaters, sump pumps, fireplaces, flues and dampers; and

(n) Other. All other items not specifically enumerated above, but which are located within the boundaries of a Unit.

(2) Co-owner Additions and Modifications. Co-owner improvements, additions or modifications, even though approved by the Board of Directors or Developer, are not considered Common Elements in any case and, except as the Board or Developer determines otherwise in writing, are the complete responsibility of the Co-owner. Should the Association require access to any Common Elements which necessitates the moving or destruction of all or part of any addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be assessed to and collected from the responsible Co-owner in the manner provided in Article II of the Bylaws. Co-owners shall not

alter, replace, remove, paint, decorate or change the exterior of a Unit or any exterior appendage including, without limitation, air conditioning units, windows, Unit entry doors, walkways, porches, and patios, whether exclusively used by the Co-owner or otherwise, without first obtaining the Board's prior written consent pursuant to Article VI of the Bylaws.

(3) Co-owner Fault. Subject to the provisions of Article VI, Section 14 of the Bylaws, all costs for maintenance, decoration, repair and replacement of any Common Element caused by the act of any Co-owner, or family, guests, tenants or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur these costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Bylaws.

(4) Repair to Association Specifications. All maintenance, repair and replacement obligations of the Co-owners as described above and as provided in the Bylaws shall be performed subject to the Association's mandatory prior written approval and control with respect to color, style, timing, material and appearance. Further, all maintenance, repair and replacement shall be performed in compliance with all applicable municipal, State and federal codes and regulations.

B. Association Responsibilities:

(1) Limited Common Elements. Except in cases of Co-owner fault, the Association shall be responsible for the maintenance, repair and replacement of the driveways described in Section 1B(1) above.

(2) General Common Elements. Subject to any provision of Section 2A above or the Bylaws expressly to the contrary, the Association shall maintain, repair, and replace all General Common Elements and the Association shall pay the expenses as an expense of administration.

(3) Unauthorized Repairs. The Association shall not be obligated to reimburse any Co-owner for repairs made or contracted for by the Co-owner. Unless otherwise determined by the Board of Directors, the Association shall only be responsible for payments to contractors for work authorized by the Board of Directors.

C. Utility Charges. Each Co-owner is responsible for paying all individually metered or sub-metered utility services that serve their Unit including, without limitation and as applicable, electricity, gas, telephone, internet, and cable television. All commonly-metered utilities shall be borne by the Association as expenses of administration.

D. Unusual Expenses. Any other unusual common expenses benefiting less than all Units or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium, or by their licensees or invitees, shall be specifically assessed against the Unit or Units involved in accordance with Section 69 of the Condominium Act.

E. Irrigation Equipment. A Co-owner whose Unit contains irrigation equipment shall not restrict the Association, contractors, utility companies or respective governmental agencies from entering into the Unit to maintain, repair or replace such equipment (should the same be deemed necessary by the Association). To ensure reasonable accessibility to such equipment, Co-owners shall not convert the portion of the Unit containing such equipment to living area without prior written approval of the Association. The Association shall not be responsible for damage to floor tile, carpeting, paneling, wall coverings, walls or other improvements or property in the Unit or Limited Common Elements which may be damaged in the course of maintenance, repair and replacement of such equipment, or due to failure of the equipment.

ARTICLE V USE OF UNITS AND COMMON ELEMENTS

No Co-owner shall use their Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium, the Condominium Documents, zoning and other ordinances and codes of the Township of Orion, State and Federal laws and regulations, or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Unit Description. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan as prepared by Storey Engineering Group, LLC. Each Unit includes: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists; and (2) with respect to the Unit upper floors, all that space contained within the finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. For all purposes, individual Units may be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Condominium Subdivision Plan. Building elevations are shown in detail in architectural plans and specifications on file with the Township of Orion.

Section 2. Calculation of Percentage of Value. The percentage of value assigned to each Unit is set forth in this Paragraph. The percentage of value assigned to each Unit is determinative of the proportionate share of each Co-owner in the common proceeds and common expenses of the administration (subject to the assignment of costs and expenses as reflected in Article IV of this Master Deed and Article II of the Bylaws) and the value of each Co-owner's vote at meetings of the Association and the undivided interests of the Co-owner in the Common Elements. The total percentage value of the Condominium is one hundred percent (100%). The Developer has determined that the comparative characteristics of the Units in the Condominium are equal and that the percentages of value shall be based upon a formula which divides one hundred percent (100%) by the number of Units in the Condominium.

Section 3. Number of Units; Legal Phases. The Condominium consists of 30 Units numbered 1 through 30. As referenced in Article I of this Master Deed, the current legal phases for the Condominium are as follows:

<u>Legal Phase</u>	<u>Units</u>
Phase I	Units 1 through 2 are “must be built”
Subsequent Phases	Units 3 through 30 may be converted to “must be built” Units and included in subsequent legal phases via the recording of amendments to this Master Deed.

ARTICLE VII EASEMENTS

Section 1. Easements for Encroachment, Utilities and Support.

A. If any Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for the encroachment shall exist, except to the extent limited by Section 40 of the Condominium Act.

B. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone, cable television and internet lines.

C. Easements of support shall exist with respect to any Unit wall that supports a Common Element.

Section 2. Developer's and Association's Right to Grant Easements. The Developer or the Association's Board of Directors may grant easements and licenses over or through, or dedicate, any portion of any General Common Element for utility, roadway, construction, safety or any other purposes as may be beneficial to the Condominium, and during the Development and Sales Period the Developer may grant these easements without the consent of any other person or entity.

Section 3. Easements for Maintenance, Repair and Replacement. The Developer, Association, the Township of Orion and all public or private utilities shall have easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of inspection, 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. It is a matter of concern that a Co-owner may fail to properly maintain their Unit or any Common Elements for which the Co-owner is responsible in a proper manner and in accordance with the standards set forth in the Condominium Documents. Therefore, if a Co-owner fails to properly and adequately maintain, decorate, repair, replace or otherwise keep in

good condition and repair their Unit or any improvements or appurtenances located within the Unit, or any Common Elements for which the Co-owner is responsible, the Developer or the Association, as the case may be, shall have the right (but not the obligation) and all necessary easements in furtherance thereof to take whatever actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of the Common Elements for which the Co-owner is responsible, all at the expense of the Co-owner of the Unit. Neither the Developer, the Association nor the Township of Orion shall be liable to the Co-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 that grant easements, rights of entry or other means of access. Failure of the Developer or the Association to take any such action shall not be deemed a waiver of the Developer's or the Association's right to take any such action at a future time. All costs incurred by the Developer or Association in performing any Co-owner-responsibilities as set forth in this Section shall be assessed against the Co-owner in accordance with Article II of the Bylaws and shall be immediately due and payable. Further, the lien for nonpayment shall attach as in all cases of regular assessments, and the assessments may be enforced using 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.

Section 4. Developer's Reserved Easements. The Master Deed and the Condominium are subject to all easements of record and all easements shown on the Condominium Subdivision Plan. The Developer reserves all easements granted by the Condominium Act without restriction of any kind. The maintenance of all easements relating to, or designated as, General Common Elements shall be the responsibility of and at the expense of the Association.

A. Easements in Furtherance of Development. The Developer retains easements over the Condominium for the purpose of developing the Condominium. Developer on its behalf and on behalf of its successors and assigns reserves permanent easements for ingress and egress over the roads, walks and other Common Elements and permanent easements to use, tap into, enlarge or extend all Condominium roads, walks and utility lines including, without limitation, all communications, water, gas, electric, storm and sanitary lines, and any pumps, sprinklers or water detention or retention areas, all of which easements are for the benefit of any land adjoining the Condominium if now owned or later acquired by the Developer or its successors or assigns. These easements shall run with the land in perpetuity. The Developer has no financial obligation to support the easements, except that any unit or property utilizing the roads, if the unit or property is not included within the Condominium, shall pay an equitable pro-rata share of the expense of maintenance, repair, or replacement of that portion of the road which is used, which share shall be determined in a recorded agreement to be prepared and recorded at the time such unit or property receives municipal approval.

B. Power to Grant Easements and Dedicate. The Developer also reserves the right and power to grant easements over, or dedicate, portions of any of the Common Elements for utility, drainage, street, safety or construction purposes, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and mortgagees of Units shall be

deemed to have appointed the Developer and its successors and assigns as agent and attorney-in-fact to make such easements or dedications. After the Development and Sales Period, the foregoing right and power may be exercised by the Association.

C. Utility and Other Easements. The Developer reserves easements for the construction, installation and maintenance of public utilities, storm sewerage, sanitary sewerage, drainage facilities, and opens space areas shown on the Condominium Subdivision Plan. Within all of the foregoing Easements, unless the necessary approvals are obtained from the Township of Orion and any other appropriate municipal authority, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage in the Easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by anyone in the finished grade of the Condominium once established by the Developer upon completion of construction thereon.

Section 5. Restrictions Regarding the Development and Use of Each Unit. The provisions of the Condominium Documents and the Planned Unit Development Agreement govern each Unit's development and use. All Unit improvements that affect any other Unit or the Common Elements, including changes in exterior appearance, and all Unit use and occupancy, shall fully comply with the Condominium Documents and the Planned Unit Development Agreement.

Section 6. Easements for Emergency, Public Safety and School Purposes. There shall be easements to and in favor of the Township of Orion and such other private entities that may be necessary for the access of emergency and public safety and school vehicles, including school buses used for transportation to private institutions, over the roads throughout the Condominium as designated on the Condominium Subdivision Plan.

Section 7. Planned Unit Development Agreement. The Condominium is subject to the Planned Unit Development Agreement, which imposes certain obligations on all persons having an interest in the Condominium. It is impossible to paraphrase the entire Planned Unit Development Agreement without risking some important omission. This Master Deed is subject to the Planned Unit Development Agreement.

Section 8. Township Right to Cure Deficiencies. As stated in the Planned Unit Development Agreement. If the Developer or Association default in their obligation to maintain the Condominium in a reasonable condition, using reasonable standards, and consistent with and as required under the Planned Unit Development Agreement, the Township may serve written notice upon Developer or the Association, as applicable, setting forth the manner in which Developer or Association has failed to maintain the Condominium, and the notice shall include a demand that deficiencies be cured within a stated reasonable time period no less than thirty (30) days, and shall set forth the date, time and place of a hearing before the Township Board for the purpose of allowing Developer or the Association, as applicable, to be heard as to why the Township should not proceed to perform the maintenance which has not been undertaken. In that

hearing, the time for curing such deficiencies, and the hearing itself, may be extended. If, following the hearing, the Township Board shall determine that the Developer or the Association, as applicable, has not cured such deficiency within the time specified at the hearing, then upon five (5) days written notice to the Developer or Association, as applicable, the Township shall have the power and authority, but not the obligation, to enter upon the Condominium or cause its agents or contractors to enter upon the Condominium to cure the deficiency as reasonably found by the Township to be appropriate and/or necessary, in a manner so as to reasonably minimize any interference with the residential occupancy and use the Condominium and the cost and expense of such curative actions, including the cost of notices by the Township and reasonable legal, planning, and engineering fees and costs incurred by the Township shall be paid by the Developer or the Association, as applicable. Such amount shall constitute a lien on the Condominium and Units and the Township may require the costs and expenses to be paid prior to the commencement of work. If the costs and expenses have not been paid within sixty (60) days of a billing to the Developer or Association, as applicable, all unpaid amounts may be (a) placed on a delinquent tax roll of the Township pro-rata as to the Units and shall accrue interest and penalties and shall be collected as and shall be deemed delinquent real property taxes in the discretion of the Township; or (b) assessed pro-rate against Units and collected as special assessment on the next annual Township tax roll; or (c) collected by use of the applicable provisions of Michigan law providing for foreclosure by advertisement, the Co-owners having specifically granted the Township the required power of sale to do so; or (d) collected by suit against the Developer or Association, as applicable. If suit is initiated, the Developer or Association, as applicable, shall pay all of the Township's reasonable legal fees and costs. The selection of remedy shall be at the sole option of the Township, and election of one remedy shall not waive the use of any other remedy.

Section 9. Telecommunications Agreements. The Developer and the Association shall have the power to make or cause to be made such installations and grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broadband cable, satellite dish, earth antenna and similar services (collectively, "Telecommunications") to the Condominium or any Unit. Any sums paid by any Telecommunications or other company in connection with Telecommunications service, including fees, if any, for the privilege of installing the same or sharing periodic subscriber service fees, are receipts of administration within the meaning of the Condominium Act and shall be paid over to and shall be the property of the Association.

Section 10. Conservation Easement. Developer reserves on behalf of itself and the Association, and their respective successors and assigns, a conservation easement (the "Conservation Easement") over and across that portion of the Condominium identified on the Condominium Subdivision Plan as wetland or conversation easement areas (the "Conservation Easement Area"). The Conservation Easement does not grant or convey to the general public any right of ownership, possession or use of the Conservation Easement Area. The purpose of the Conservation Easement is to protect the wetland functions and values existing within the Conservation Easement Area. The Conservation Easement Area shall be maintained in its

natural and undeveloped condition. No Co-owner or any other person or entity shall alter or develop the Conservation Easement Area in any way including, without limitation, landscaping, grading, filling, dredging, or excavating, unless all necessary permits and approvals are first obtained from all municipal or other agencies having competent jurisdiction.

ARTICLE VIII CONVERTIBLE AREAS

Section 1. Convertible Areas. The General Common Elements and all Units that are owned by the Developer along with their appurtenant Limited Common Elements are designated as Convertible Areas within which the Units and Common Elements may be modified, expanded, subdivided, moved, deleted, combined and created. The Developer reserves the right, but not an obligation, to convert the Convertible Areas. The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording the original Master Deed, to modify the number, type, size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements, subject to the requirements of local ordinances and building authorities. The changes could include (by way of illustration and not limitation) the deletion of Units from the Condominium and the substitution of General and Limited Common Elements thereof. The maximum number of Units in the Condominium may not exceed 30 Units. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

Section 2. Amendment of Master Deed. All modifications to the Condominium resulting from or allowed by this Article shall be made by the Developer through amendment(s) to this Master Deed, which amendments may include unilateral adjustments by the Developer in formulas used to determine percentages of value within the Condominium to reflect such changes in the overall makeup of the Unit mix. Any such amendment(s) shall be made solely by the Developer without the necessity of the consent of or execution by any other person now or hereafter interested in the Condominium, whether as owner, mortgagee or otherwise. All of the Co-owners and mortgagees of Units and other persons interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment(s) of this Master Deed as may be necessary to effectuate the foregoing. All such interested persons irrevocably appoint the Developer or its successors or assigns as agent or attorney for the purpose of execution of such amendment(s). Any amendment to the Master Deed that alters the number or type of Units in the Condominium shall, if necessary, readjust the existing percentages of value of Units, and the formulas used to determine them, to preserve a total value of one hundred (100%) percent for the entire Condominium.

ARTICLE IX CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. The Condominium is a “Contractible Condominium” under the Condominium Act. The Developer reserves the right, but not an obligation, to contract the Condominium to as few as two (2) Units. There are no restrictions or limitations on the Developer's right to contract the Condominium except as stated in this Article. The consent of

any Co-owner shall not be required to contract the Condominium. All of the Co-owners and mortgagees of Units and persons otherwise interested or that become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction and to any reallocation of percentages of value of existing Units that the Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors or assigns as agents and attorney for the purpose of executing such amendment or amendments and all other documents necessary to effectuate the foregoing. Such amendment or amendments may be made without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits.

Section 2. Recording of Amendment. Any contraction shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the contraction. At the conclusion of the contraction of the Condominium, and not later than one (1) year after completion of construction, a Consolidating Master Deed and plans showing the Condominium “as built” shall be prepared and recorded by the Developer. A copy of the recorded Consolidating Master Deed shall be provided to the Association.

Section 3. Timeframe in which to Contract. The Developer's right to contract the Condominium shall expire six (6) years after the initial recording of the original Master Deed.

Section 4. Adjustment to Percentages of Value. Any amendment to the Master Deed which alters the number of Units in the Condominium shall, if necessary, proportionately readjust the existing percentages of value of Units to preserve a total value of one hundred percent (100%) for the entire Condominium. Percentages of value shall be readjusted and determined in accordance with the method and formula described in Article VI of this Master Deed, as amended from time to time.

ARTICLE X AMENDMENTS

This Master Deed and its Exhibits may be amended as provided in the Condominium Act and in the following manner, and shall be effective upon recordation with the Oakland County Register of Deeds.

Section 1. Amendments Not Requiring Consent. Amendments may be made and recorded by the Developer or by the Association without the consent of Co-owners or mortgagees if the Amendment does not materially alter or change the rights of a Co-owner or mortgagee.

Section 2. Amendments Requiring Consent. Amendments may be made and recorded by the Developer or by the Association upon being approved by the Co-owners of a simple two-thirds (2/3^{rds}) of the Units entitled to vote as of the record date for the vote, except as otherwise provided. Whenever a proposed amendment would materially alter or change the

rights of first mortgagees (as defined in Section 90a(9) of the Condominium Act, as amended, the amendment shall require the consent of not less than two-thirds (2/3rds) of all first mortgagees of record in accordance Section 90 of the Condominium Act. A first mortgagee shall have one vote for each mortgage held. First mortgagee approval shall be solicited in accordance with Section 90a of the Condominium Act. Notwithstanding the above, the Condominium Documents may not be amended in any manner to eliminate or conflict with any mandatory provision of the Condominium Act or any applicable law or in any manner that materially reduces or eliminates the Developer's rights without the Developer's written consent.

Section 3. Modification of Units, Limited Common Elements and Percentage of Value. Notwithstanding any other provision set forth in this Article, the method or formula used to determine the percentages of value of Units may not be modified without the consent of each affected Co-owner and first mortgagee, except in connection with amendments permitted under Articles VIII and IX above. Additionally, any provisions relating to the ability or terms under which the Developer or a Co-owner may rent a Unit may not be modified without the consent of the Developer during the Development and Sales Period. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with Section 50 of the Condominium Act. Common Elements can be assigned and reassigned only in accordance with Section 39 of the Condominium Act, except pursuant to the reserved rights of the Developer contained in this Master Deed. Consolidation of Units and relocation of boundaries between Units is permitted, but subdivision of Units is prohibited except pursuant to the reserved rights of the Developer contained in this Master Deed. Any consolidation or relocation of boundaries shall be in accordance with Sections 47 and 48 of the Condominium Act, as applicable.

Section 4. Amendments for Secondary Mortgage Market Purposes. The Developer during the Development and Sales Period, and thereafter the Association, may amend this Master Deed or the Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

Section 5. Developer's Reserved Rights to Amend. Notwithstanding anything to the contrary in the Condominium Documents, but subject to the limitations of Section 3 above, the Developer reserves the right to amend materially this Master Deed or any of its Exhibits for any of the following purposes:

A. To modify the number, types and sizes of unsold Units and their appurtenant Limited Common Elements, to modify the formula used to determine percentages of value, percentages of value and/or responsibilities for Common Elements in connection with the exercise of rights pursuant to Articles VIII and IX above, and to modify, expand, move, delete and create General Common Elements including those contained within the vicinity of Units;

B. To recategorize Units as “need not be built” and to insert contraction or expansion provisions;

C. To insert expansion provisions for any Units and land contracted within six (6) years after this Master Deed is recorded, but only if any Units or land are contracted pursuant to Article IX;

D. To amend the Bylaws, subject to any restrictions on amendments stated in the Bylaws;

E. To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Bylaws or to correct errors in the boundaries or locations of improvements;

F. To clarify or explain the provisions of the Master Deed or its Exhibits;

G. To comply with the Condominium Act or rules promulgated under the Condominium Act or with any requirements or requests of any governmental or quasi-governmental agency or department or any financing institution or entity providing mortgage loans or insuring loans for Units;

H. To make, define or limit easements affecting the Condominium;

I. To record an “as built” Condominium Subdivision Plan or Consolidating Master Deed or to designate any improvements shown on the Condominium Subdivision Plan as “must be built,” subject to any limitations or obligations imposed by the Condominium Act;

J. To terminate or eliminate reference to any right that Developer has reserved to itself including, without limitation, the right to contract the Condominium;

K. To dedicate certain General Common Elements;

L. To provide descriptions and assign responsibility for Common Elements constructed, but not previously described in this Master Deed; and

M. To make any other amendments specifically described and permitted to the Developer in any provision of this Master Deed.

The foregoing amendments may be made without the consent of Co-owners or mortgagees. The rights reserved to the Developer or its successors and assigns may not be amended except by or with the written consent of the Developer or its successors and assigns, as the case may be. The Association may make no amendment that materially changes the rights of Developer or its successors and assigns without the written consent of the Developer or its successors and assigns, as the case may be.

ARTICLE XI SALES FACILITIES

The Developer may maintain signs, offices, models and similar sales facilities, materials or structures in the Condominium during the Development and Sales Period. During the Development and Sales Period, the Developer shall pay all costs directly related to the use of these signs, offices, model units or other facilities, materials or structures, and after such period the Developer shall restore such signs, offices, model units or other facilities to habitable status.

ARTICLE XII ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Upon expiration of the Development and Sales Period, such rights shall transfer automatically to the Association. Any such assignment or transfer prior to such time as the assignment becomes automatic shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.

[Signature Appears on Following Page]

The Developer has executed this Master Deed as of the day and year first above written.

JMF Properties LLC, a Michigan limited liability
company

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this ____ day of _____, 2022, the foregoing Master Deed was acknowledged before
me by _____, _____ of JMF Properties LLC,
a Michigan limited liability company, on behalf of and by authority of the company.

_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My Commission Expires:

Document drafted by and when recorded return to:
Stephen M. Guerra, Esq.
Makower Abbate Guerra Wegner Vollmer PLLC
30140 Orchard Lake Rd.
Farmington Hills, MI 48334

**MASTER DEED OF
RIDGEWOOD
TABLE OF CONTENTS**

ARTICLE I TITLE AND NATURE.....	1
Section 1. Condominium Name; Subdivision Plan Number; Legal Phases	1
Section 2. Units and Co-owner Rights of Access to Common Elements.....	2
Section 3. Voting	2
ARTICLE II LEGAL DESCRIPTION	2
ARTICLE III DEFINITIONS	3
Section 1. General Description of Terms Used	3
Section 2. Number and Gender of Words	5
ARTICLE IV COMMON ELEMENTS	5
Section 1. Common Elements	5
Section 2. Responsibility for Unit and Common Elements	7
ARTICLE V USE OF UNITS AND COMMON ELEMENTS	10
ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE	10
Section 1. Unit Description.....	10
Section 2. Calculation of Percentage of Value.....	10
Section 3. Number of Units; Legal Phases.....	11
ARTICLE VII EASEMENTS.....	11
Section 1. Easements for Encroachment, Utilities and Support.....	11
Section 2. Developer's and Association's Right to Grant Easements.....	11
Section 3. Easements for Maintenance, Repair and Replacement.....	11
Section 4. Developer's Reserved Easements.....	12
Section 5. Restrictions Regarding the Development and Use of Each Unit.	13
Section 6. Easements for Emergency, Public Safety and School Purposes	13
Section 7. Planned Unit Development Agreement.....	13
Section 8. Township Right to Cure Deficiencies	13
Section 9. Telecommunications Agreements	14
Section 10. Conservation Easement	14
ARTICLE VIII CONVERTIBLE AREAS.....	15
Section 1. Convertible Areas.....	15
Section 2. Amendment of Master Deed.....	15
ARTICLE IX CONTRACTION OF CONDOMINIUM.....	15
Section 1. Right to Contract.....	15
Section 2. Recording of Amendment.....	16
Section 3. Timeframe in which to Contract.....	16
Section 4. Adjustment to Percentages of Value.....	16
ARTICLE X AMENDMENTS	16

Section 1.	Amendments Not Requiring Consent.....	16
Section 2.	Amendments Requiring Consent.....	16
Section 3.	Modification of Units, Limited Common Elements and Percentage of Value.	17
Section 4.	Amendments for Secondary Mortgage Market Purposes	17
Section 5.	Developer's Reserved Rights to Amend.	17
ARTICLE XI	SALES FACILITIES	19
ARTICLE XII	ASSIGNMENT	19



EXHIBIT A
BYLAWS
RIDGEWOOD

ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1. The Association. Ridgewood, a residential Condominium located in the Township of Orion, Oakland County, Michigan, shall be administered by Ridgewood Condominium Homeowners Association (the "Association"). The Association shall be a nonprofit corporation organized under the applicable laws of the State of Michigan. The Association is responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium, subject to and in accordance with the Condominium Documents, and the laws of the State of Michigan. All Co-owners and all persons using or entering upon the Condominium or acquiring any interest in any Unit or the Common Elements are subject to the provisions and terms set forth in the Condominium Documents.

Section 2. Purpose of Bylaws. These Bylaws are designated as both the Condominium Bylaws, relating to the way the Condominium and the common affairs of the Co-owners shall be administered, as required by the Condominium Act, and the Association or Corporate Bylaws, governing the Association's operation as a corporate entity, as required by the Michigan Nonprofit Corporation Act.

ARTICLE II
ASSESSMENTS

Section 1. Taxes and Assessments. 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 on such tangible personal property are expenses of administration. Special assessments levied by the government and real property taxes shall be assessed against the individual Units and not on the Common Elements or any other part of the Condominium. Special assessments levied by the government and real property taxes in any year in which the property existed as an established Condominium on the tax day shall be assessed against the individual Unit, notwithstanding any subsequent vacation of the Condominium. The government's levying of all property taxes and special assessments shall comply with Section 131 of the Condominium Act.

Section 2. Expenses and Receipts of Administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium shall be expenses of administration, and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests 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 be receipts of administration, within the meaning of Section 54(4) of the Condominium Act, except as modified by the specific assignment of responsibilities for costs contained in Article IV of the Master Deed.

Section 3. Determination of Assessment. Assessments shall be determined in accordance with the following provisions:

A. Annual Budget. The Board of Directors shall establish an annual budget in advance for each fiscal year and the budget shall project all expenses for the forthcoming year that may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Any adopted budget shall include an allocation to a reserve fund for repairs and replacement of those Common Elements that must be replaced on a periodic basis, in accordance with subsection D below. Upon the Board of Director's adoption of an annual budget, copies of the budget shall be delivered to each Co-owner and the annual assessment for the year shall be established based upon that budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. 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 any manner of a Co-owner's obligation to pay the allocable share of the common expenses whenever they shall be determined. In the absence of any annual budget or adjusted budget each Co-owner shall continue to pay each installment at the rate established for the previous fiscal year until notified of any change in the installment payment which shall not be due until at least ten (10) days after a new annual or adjusted budget is adopted. Co-owners shall have a ten (10) day grace period commencing with notice from the Board of Directors in which to submit their new or adjusted assessment payment.

B. Additional Assessments. The Board of Directors has the authority to increase the annual assessment or to levy additional assessments as it deems necessary, provided that the same are only for the following: (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and maintenance; (ii) to provide repairs or replacements of existing Common Elements; (iii) to provide additions to the Common Elements at a total annual cost not exceeding 5% of the Association's annual operating budget; or (iv) for any emergencies. The authority to levy assessments under this subsection is solely for the Association's benefit and is not enforceable by any Association creditors or the Co-owners except the Association may voluntarily and conditionally assign the right to levy assessments to any lender relating to any voluntary loan transaction the Association enters into.

C. Special Assessments. Special assessments, in addition to those described in subsections A and B above, may be made by the Board of Directors from time to time if approved by the Co-owners as provided in this subsection, to meet other Association requirements, including, but not limited to: (i) assessments to purchase a Unit upon foreclosure of the lien for assessments described hereafter; (ii) assessments to provide additions to the Common Elements at a total cost exceeding 5% of the Association's annual operating budget; or (iii) assessments for any other appropriate purpose not elsewhere described. Special Assessments as provided for by this subsection shall not be levied without the prior approval of more than 60% of all Co-owners in good standing. The authority to levy assessments under this subsection is solely for the Association's benefit and is not enforceable by any Association creditors or the Co-owners except the Association may voluntarily and conditionally assign the right to levy assessments to any lender relating to any voluntary loan transaction the Association enters into.

D. Reserve Fund. The Board of Directors shall maintain a reserve fund for major repairs and replacements of Common Elements and emergency expenditures. The reserve fund shall be in the amount of not less than ten percent (10%) of the Association's annual budget (excluding that portion of the budget allocated to the reserve fund itself). At least two (2) Directors must sign any checks or provide written authorization before any funds may be drawn from the reserve fund account. The Association may increase or decrease the reserve fund but may not reduce it below ten percent (10%) of the Association's annual budget. The reserve must be funded at least annually from the proceeds of the annual assessments set forth in subsection A of this Section; however, the reserve may be supplemented by additional assessments in accordance with subsection B above if determined necessary by the Board of Directors. The minimum standard required by this subsection may prove to be inadequate. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The Board may adopt rules and regulations as it deems desirable from time to time with respect to type and manner of investment, funding of the reserves, disposition of reserves or any other matter concerning the reserve account(s). A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other Association asset.

Section 4. Payment of Assessments and Penalty for Default. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners equally without increase or decrease for the existence of any rights to the use of Limited Common Elements. Annual assessments shall be payable by Co-owners in twelve (12) monthly installments or in installments as may be provided by the Board in its sole discretion, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. Additional and Special Assessments shall be payable as stated in the notice announcing their levy. The payment of an assessment shall be in default if the assessment, or any part of the assessment, is not paid to the Association in full on or before the due date for the payment, which shall be the first (1st) day of each calendar month or any other date that the Board may establish from time to time for any assessment. Assessments in default shall bear interest at 7% per annum or the highest rate allowed by law, whichever is lesser, until paid in full. In addition, all assessments, or installments of assessments, that remain unpaid 10 days after the due date (based on the postmark date), shall incur a uniform late charge of \$25.00 per month, to compensate the Association for administrative costs incurred because of the delinquency. The Board of Directors may revise the amount and frequency of uniform late charges from time to time, and may levy additional late fees for special and additional assessments, pursuant to Article VI, Section 11 of these Bylaws, without the necessity of amending these Bylaws. Once there is a delinquency in the payment of any assessment installment lasting for more than two months, the Board of Directors may accelerate the remaining unpaid installments of the assessment so that all unpaid installments are immediately due and payable. Each Co-owner (whether one or more persons) shall be personally liable for the payment of all assessments (including, without limitation, late fees, administrative fees and costs of collection and enforcement of payment, including actual attorneys' fees) levied against their Unit while the Co-owner has an ownership interest in the Unit. Payments on installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines, administrative fees and late fees on the installments; and third, to installments in default in order of their due dates.

Section 5. Waiver of Use or Abandonment of Unit. Co-owners shall not be exempt from liability for their contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of their Unit.

Section 6. Enforcement.

A. Lien. Sums assessed to a Co-owner that are unpaid including, without limitation, fines assessed to a Co-owner pursuant to Article XVI of these Bylaws, together with interest on these sums, collection charges including attorneys' fees, late charges, and advances made by the Association for taxes or other liens to protect its lien, constitute a lien upon the Unit or Units owned by the Co-owner at the time of the assessment before other liens except tax liens on the Unit in favor of any state or federal taxing authority and sums unpaid on the first mortgage of record, except that past due assessments which are evidenced by a recorded notice of lien have priority over a mortgage recorded subsequent to the recording of the notice and affidavit of lien. The lien upon each Unit owned by the Co-owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Units. The lien may be foreclosed by judicial action or by advertisement in the name of the Condominium on behalf of the other Co-owners as provided below.

B. Remedies. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments, or both. A Co-owner may not withhold or escrow assessments, and may not assert in an answer, or set-off to a complaint brought by the Association for nonpayment of assessments, the fact the Association or its agents have not provided services or management to a Co-owner. Except as provided in Article X, Section 1, a Co-owner in default or that is otherwise not in good standing shall not be qualified to run for or function as an Association officer or Director, shall not be entitled to vote so long as they are not in good standing, and shall not be entitled to utilize any of the General Common Elements; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from their Unit. The Association may also discontinue the furnishing of any services to a Co-owner in default. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner or any persons claiming under them, and if the Unit is not occupied by the Co-owner, to lease the Unit and collect and apply the rents received. The Association may also assess fines for late payment or nonpayment of assessments in accordance with Article XVI of these Bylaws. All remedies shall be cumulative and not alternative.

C. Foreclosure of Lien. Each Co-owner, and every other 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 foreclose the lien securing payment of assessments, costs and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, and Section 108 of the Condominium Act, as the same may be amended from time to time, are incorporated by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Co-owner and every other 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 (and improvements) with respect to which assessments are delinquent and to receive, hold and distribute the proceeds of the sale in accordance

with the priorities established by applicable law. Each Co-owner acknowledges that at the time of acquiring title to such Unit they were notified of this Section and that they 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.

D. Notice of Action. Notwithstanding the above, a foreclosure proceeding shall not be commenced until a written notice of lien is recorded and served in accordance with this Section. The notice of lien shall set forth (i) the amount due to the Association exclusive of interest, costs, attorneys' fees and future assessments, (ii) the legal description of the subject Unit, and (iii) the name of the Co-owner of record. The notice of lien shall be recorded in the Oakland County Register of Deeds, but it need not have been recorded as of the date of mailing to the delinquent Co-owner. The notice of lien shall be mailed to the delinquent Co-owner by first class mail, postage prepaid, addressed to the Co-owner at their last known address at least ten (10) days in advance of commencing the foreclosure proceeding. If the delinquency is not cured within the ten (10) day period, the Association may take any remedial action as may be available to it under the Condominium Documents or Michigan law.

E. Expenses of Collection. All expenses incurred in collecting unpaid assessments, including interests, fines, costs, actual attorneys' fees (not limited to statutory fees and including attorneys' fees and costs related to appellate court proceedings or that are incidental to any bankruptcy proceedings filed by the delinquent Co-owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and/or attorneys' fees and costs incurred incidental to any State or Federal Court proceeding filed by the Co-owner) and advances for taxes or other liens or costs 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 their Unit.

Section 7. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering a Unit, or the first mortgage holder's successors and assigns, that obtains title to the Unit pursuant to the foreclosure remedies provided in the mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which become due prior to the acquisition of title to the Unit (the date of the foreclosure sale) by such person or entity, except for claims for a pro rata share of the assessments or charges resulting from a pro rata reallocation of the assessments or charges to all Units including the mortgaged Unit, and except for claims evidenced by a Notice of Lien recorded prior to the recording of the first mortgage.

Section 8. Assessment Status upon Sale of Unit. Upon the sale or conveyance of a Unit, any unpaid assessments, interest, late fees, fines, costs and attorneys' fees against the Unit shall be paid out of the net proceeds of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision of the State for taxes or special assessments due and unpaid and (b) payments due under first mortgages having priority to the unpaid assessments. A purchaser or grantee of a Unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late fees, fines, costs and attorneys' fees outstanding against the Unit and the purchaser is not liable for any unpaid assessments, interest, late fees, fines, costs and attorneys' fees in excess of the amount set

forth in the written statement, nor shall the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. The Board of Directors may charge a reasonable administrative fee for preparing this written statement, which may be assessed to the Unit and collected in the same manner as the collection of assessments under Article II of these Amended and Restated Bylaws. Any purchaser or grantee who fails to request a written statement from the Association at least five (5) days before the conveyance shall be liable for any unpaid assessments against the Unit together with interest, late fees, fines, costs and attorneys' fees incurred in connection with the collection of the assessments.

Section 9. Developer's Liability for Assessments. Notwithstanding any other provision of the Condominium Documents, during the Development and Sales Period the Developer shall not be liable for payment of any assessments, general, additional or special, levied by the Association except with respect to "Completed Units" owned by the Developer and which are occupied by a tenant or other occupant for use as a residential dwelling. "Completed Units" shall mean Unit(s) with respect to which a Certificate of Occupancy has been issued by the local building department and which are occupied by a tenant or other occupant for use as a residential dwelling. The Association shall have no obligation for maintenance of any incomplete Units, and all expenses for them, including any expenses of administration directly benefiting such incomplete Units, shall be paid by the Developer. In no event shall the Association's lien remedies apply to Developer's incomplete Units. In no event shall the Developer be responsible for payment of any assessment, or be responsible for reimbursement of Association costs, relating to funding of the reserve account, purchase of a Unit from the Developer, to fund any litigation, or investigation costs related thereto by the Association, or for repairs and maintenance to individual Units sold to Co-owners or the General Common Elements not utilized by the Developer.

Section 10. Construction Liens. Construction liens attaching to any portion of the Condominium are subject to the following limitations and Section 132 of the Condominium Act:

A. Except as otherwise provided, a construction lien for work performed upon a Unit or upon a Limited Common Element may attach only to the Unit upon which the work was performed.

B. A construction lien for work the Association authorizes may attach to each Unit only to the proportionate extent the Co-owner of the Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

C. A construction lien may not arise or attach to a Unit for work performed on the Common Elements not contracted for by the Association.

ARTICLE III ARBITRATION

Section 1. Arbitration. Subject to subsection 5 below, disputes, claims, or grievances arising out of or relating to the interpretation or application of the Condominium Documents or arising out of disputes among or between Co-owners shall, upon the written consent of the parties to the disputes, claims or grievances and written notice to the Association, be submitted to arbitration. The parties to the arbitration shall accept the arbitrator's decision as final and binding. The Commercial

Arbitration Rules of the American Arbitration Association as amended and in effect from time to time are applicable to any arbitration.

Section 2. Right to Judicial Action. In the absence of the election and written consent of the parties pursuant to Section 1 above, neither a Co-owner nor the Association is precluded from petitioning the courts to resolve any disputes, claims or grievances.

Section 3. Effect of Election to Arbitrate. Election by the parties to submit any dispute, claim or grievance to arbitration precludes the parties from litigating the dispute, claim or grievance in the courts.

Section 4. Mediation. Regardless of the other remedies available under these Bylaws or the Condominium Act, the parties to any dispute may agree to mediate any disputes. In instances involving a dispute between two or more Co-owners that has been presented to the Association by the Co-owners, the Association may compel the disputing Co-owners to first mediate the dispute before the Association considers any other action. All compelled mediation shall be conducted by qualified outside mediators at the expense of the disputing Co-owners. In all other instances, mediation is totally voluntary and upon agreement of the disputing parties.

Section 5. Statutory Arbitration Rights between Co-owners and Developer. By purchase of a Unit, Co-owners agree as follows:

A. At the exclusive option of a Co-owner, the Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against the Developer, involves an amount less than \$2,500.00, and arises out of or relates to a purchase agreement, Unit, or the Condominium.

B. At the exclusive option of the Association, the Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against the Developer, arises out of or relates to the Common Elements, and involves an amount of \$10,000.00 or less.

C. With respect to all arbitration under this Section 5, (i) judgment of the Circuit Court of the State of Michigan for the jurisdiction in which the Condominium is located may be rendered upon any award pursuant to such arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, (ii) the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration, and (iii) the agreement herein to arbitrate precludes the parties from litigating such claims in the courts.

Section 6. Approval of Civil Actions against the Developer. Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements. The commencement of any civil action or arbitration by the Association against the Developer shall require the approval of a majority of the Co-owners, and shall be governed by the requirements of this Section. The requirements of this Section will ensure that Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually

filed by the Association against the Developer. 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 through additional or special assessments where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Section. The following procedures and requirements apply to the Association's commencement of any civil action against the Developer:

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

B. Litigation Evaluation Meeting. If an attorney is to be engaged for purposes of filing a civil action on behalf of the Association against the Developer, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The notice requirements for a regular meeting of the Association shall apply. The Board of Directors shall provide to all Co-owners in advance of such meeting all necessary information related to the proposed civil action against the Developer so as to allow Co-owners to make an informed decision as to the merits and estimated costs of such proceeding, how the litigation will be funded, all possible alternatives to litigation, the history of actions taken to date to avoid litigation, and all opinions of experts retained or hired by the Association to give advice concerning the proposed action against the Developer.

C. 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 against the Developer. 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 prior to the litigation evaluation meeting.

D. 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 against the Developer. The commencement of any civil action or arbitration by the Association against the Developer shall require the approval of a majority of all of the Co-owners.

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

ARTICLE IV INSURANCE

Section 1. Extent of Coverage; Responsibility for Coverage.

A. Association Responsibilities.

(1) Casualty. The Association shall insure all Common Elements against fire, vandalism, malicious mischief, and other perils covered by a special form cause of loss endorsement, in an amount equal to one hundred percent (100%) of the current replacement cost of the insurable improvements, excluding foundation and excavation costs, and with a maximum deductible amount no greater than 5% of the face amount of the policy, all as determined annually by the Board of Directors. Such coverage shall include interior walls within any Unit and the pipes, wires, conduits and ducts contained within the interior walls. The Association's policy shall include a "Guaranteed Replacement Cost Endorsement" or a "Replacement Cost Endorsement" and, if the policy includes a coinsurance clause, an "Agreed Amount Endorsement." The policy shall also include an "Inflation Guard Endorsement," if available, and a "Building Ordinance and Law Endorsement."

(2) Liability, Worker's Compensation, Fidelity Bond, Directors and Officer, and Other Required Coverage. The Association shall also carry (a) liability insurance with coverage in the minimum amount of one million dollars (\$1,000,000.00) for a single occurrence pertinent to the ownership, use, and maintenance of the Common Elements, (b) worker's compensation insurance, if applicable, (c) fidelity bond or equivalent employee dishonesty/crime coverage in the minimum amount of a sum equal to three months aggregate assessments on all Units plus reserve funds on hand, with such fidelity bond or equivalent employee dishonesty/crime insurance covering all Association officers, directors, and employees and all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they shall be responsible for obtaining the same type and amount of coverage on their own before handling any Association funds), (d) Directors and Officers Liability coverage, and (e) any other insurance as the Board of Directors deems advisable.

(3) Optional Umbrella Insurance. The Association may purchase as an expense of administration an umbrella insurance policy that covers any risk the Association is required to cover but was not covered due to lapse or failure to procure.

(4) Benefited Parties. All insurance shall be purchased by the Association for the Association's benefit, the Co-owners, and their mortgagees, as their interests may appear.

(5) Insurance Records. All non-sensitive and non-confidential information in the Association's records regarding Common Element insurance coverage shall be made available to all Co-owners and mortgagees upon written request and reasonable notice during normal business hours.

(6) Cost of Insurance. All premiums for insurance purchased by the Association shall be expenses of administration.

(7) Proceeds of Association Insurance Policies. Proceeds of all Association insurance policies shall be received by the Association and distributed to the Association and, net any applicable costs, fees, assessments or other amounts owed to the Association, the Co-owners; provided, however, whenever repair or reconstruction of the Condominium is required as provided in Article V of these Bylaws, the proceeds of any insurance that the Association receives as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

B. Co-owner Responsibilities. The Association's coverage is not intended to be complete as to all matters, and Co-owners have an obligation to provide certain coverage as outlined in this Article. Co-owners should consult with their insurance advisors to determine what additional insurance they must obtain upon their Units and Common Elements at their own expense in addition to the coverage carried by the Association. Each Co-owner shall obtain (i) all risk insurance coverage for (a) the interior of their Unit including, without limitation, all light fixtures, plumbing fixtures, cabinets, countertops, equipment, trim, floor coverings, wall coverings, window shades, drapes, and all appliances, whether free-standing or built-in, (b) all improvements and betterments to the Unit or its Limited Common Elements, and (c) personal property located within a Unit or elsewhere in the Condominium, and (ii) insurance coverage for (a) personal liability and property damage for occurrences within a Unit or upon Limited Common Elements for which the Co-owner is assigned responsibility under Article IV of the Amended and Restated Master Deed, and (b) alternative living expense in event of fire or other casualty, and the Association has absolutely no responsibility for obtaining such coverage. Co-owners are also advised to obtain insurance covering any insurance deductible or uninsured amount the Co-owner may be required to pay under Article V, Section 5 or Article VI, Section 14 of these Bylaws.

C. Waiver of Subrogation; Cross-Liability Endorsements. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner contains appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association. The Association's liability insurance shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

Section 2. Association as Attorney-in-Fact. Each Co-owner is deemed to appoint the Association as their true and lawful attorney-in-fact to act regarding all matters concerning any insurance carried by the Association. Without limiting the generality of the previous sentence, the Association has full power and authority to purchase and maintain insurance, to collect and remit premiums, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear, but subject to the Condominium Documents, to execute releases of liability, and to execute all documents and to do all things on behalf of the Co-owner and the Condominium as necessary or convenient to the accomplishment of the foregoing.

Section 3. Indemnification. Each Co-owner shall indemnify and hold harmless the Association for all damages and costs, including attorneys' fees, which the Association may suffer as a result of defending any claim arising out of an occurrence for which the individual Co-owner is required to carry coverage pursuant to this Article, and shall carry insurance to secure this indemnity if so required by the Association. This Section shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

ARTICLE V

RECONSTRUCTION OR REPAIR IN CASE OF CASUALTY

Section 1. Determination of Reconstruction or Repair. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit is tenantable, unless it is determined by the affirmative vote of eighty percent (80%) of the Co-owners that the entire Condominium shall be terminated, and two-thirds (2/3^{rds}) of all mortgagees of record have consented to such termination, which mortgagee consent shall be solicited in accordance with Section 90a of the Condominium Act.

Section 2. Co-owner Responsibility for Reconstruction or Repair. Regardless of the cause or nature of any damage or deterioration, including, but not limited to, instances in which the damage is incidental to or caused by (a) a Common Element for which the Association is responsible under Article IV of the Amended and Restated Master Deed, (b) the maintenance, repair, or replacement of any Common Element, (c) the Co-owner's own actions or the Co-owner's failure to take appropriate preventive action, or (d) the malfunction of any appliance, equipment, or fixture located within or serving the Unit, each Co-owner is responsible for the cost of repair, reconstruction and replacement of all items the Co-owner is assigned repair and replacement responsibility under Article IV, Section 2 of the Amended and Restated Master Deed including, without limitation, patios, windows, door-walls, and garage doors, interior doors, floor coverings, window treatments, interior walls, wall coverings, interior trim, furniture, electrical fixtures, outlets, switches, circuit breakers, breaker box and panels serving the Unit, plumbing fixtures, hot water heaters, air conditioning units, furnaces and all appliances, whether free-standing or built-in. If damage to the Common Elements or to the interior walls within a Co-owner's Unit or to pipes, wire, conduits, ducts or other Common Elements within the interior walls is covered by insurance held by the Association, then the reconstruction and repair of those insured items shall be the responsibility of the Association in accordance with Section 3 of this Article. If any interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, and the Association's carrier is responsible for paying a claim under Article IV of these Amended and Restated Bylaws, the Co-owner is entitled to receive the benefits of the coverage less any applicable costs, fees, assessments or other amounts owed to the Association, but only in the absence of Co-owner coverage for those items and only after the Co-owner has paid a proportionate share of the deductible, and any proceeds distributed to the Co-owner shall be used solely for necessary repairs. If the damage is only to an item that is the Co-owner's responsibility to repair, replace and insure, it shall be the Co-owner's responsibility to promptly repair such damage in accordance with these provisions. If the damage involves items that are both the Co-owner's and the Association's responsibility to repair, replace and insure, then the Association is responsible for reconstruction or repair in accordance with Section 3 of this Article, although the responsibility for costs shall be allocated in accordance with this Section and Section 3.

Section 3. Association Responsibility for Reconstruction or Repair of Common Elements. Subject to the responsibility of the individual Co-owners as outlined in Section 2 above and other provisions of these Bylaws or the Amended and Restated Master Deed applicable to such situations, the Association shall be responsible for the reconstruction and repair of the Common Elements. Under no circumstances will the Association be responsible for incidental or consequential damages to a Unit, Limited Common Element, or any other property that is the responsibility of a Co-owner, or to the contents of any Unit or the personal property of a Co-owner or Unit occupant. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance,

repair, or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition 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 and repair in sufficient amounts to provide funds to pay the estimated or actual costs of repair.

Section 4. Timing. If damage to Common Elements or a Unit adversely affects the appearance of the Condominium or deprives others from utilizing the Common Elements, the party responsible for the repair and reconstruction shall promptly perform and diligently proceed with the repair or replacement of the damaged property.

Section 5. Responsibility for Amounts within Insurance Deductible or Otherwise Uninsured. Notwithstanding any other provision of the Condominium Documents, and except to the extent that a lack of insurance results from a breach of the Association's or other Co-owner's duty to insure, the responsibility for damage to any portion of the Condominium that is within the limits of any applicable insurance deductible, unless waived, and for any other uninsured amount, shall be borne by the responsible Co-owner if the damage results from (a) the Co-owner's or their families', guests', agents' or invitees' failure to observe or perform any requirement of the Condominium Documents, (b) the Co-owner's or their families', guests', agents' or invitees' damage to or misuse of the Common Elements, or (c) casualties and occurrences, whether or not resulting from Co-owner negligence, involving items or Common Elements which are the Co-owner's responsibility to maintain, repair, or replace.

Section 6. Indemnification. Each Co-owner shall indemnify and hold the Association harmless for all damages and costs, including, without limitation, actual attorneys' fees (not limited to reasonable attorneys' fees), which the Association suffers as the result of defending any claim arising out of an occurrence on or within such Co-owner's Unit or a Common Element for which the Co-owner is assigned the responsibility to maintain, repair, or replace. Each Co-owner shall carry insurance to secure this indemnity. This Section shall not be construed to afford any insurer any subrogation right or other claim or right against a Co-owner.

Section 7. Eminent Domain. Section 133 of the Condominium Act (to the extent not inconsistent with the following) and the following provisions shall control upon any taking by eminent domain:

A. Common Elements Taken by Eminent Domain. If any portion of the Common Elements is taken by eminent domain, the award shall be allowed to the Co-owners in proportion to their respective undivided interests in the Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of the Common Elements and any negotiated settlement approved by more than two-thirds (2/3) of the Co-owners shall be binding on all Co-owners.

B. Unit Taken by Eminent Domain. If a Unit is taken by eminent domain, the undivided interest in the Common Elements applying to the Unit shall apply to the remaining Units, being

allocated to them in proportion to their respective undivided interests in the Common Elements. The court shall enter a decree reflecting the reallocation of the undivided interest in the Common Elements as well as for the Unit, and the award shall include just compensation to the Co-owner of the Unit taken for the undivided interest in the Common Elements as well as for the Condominium Unit.

C. Partial Taking of a Unit. If portions of a Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Unit not taken. The undivided interest of the Unit in the Common Elements shall be reduced in proportion to the diminution in the fair market value of the Unit resulting from the taking. The portions of undivided interest in the Common Elements thereby divested from the Co-owners of the Unit shall be reallocated among the other Units in proportion to their respective undivided interests in the Common Elements. A Unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-owner and not revested in the Co-owner pursuant to the following subsection, as well as for that portion of the Unit taken by eminent domain.

D. Impossibility of Use of Portion of Unit Not Taken by Eminent Domain. If the taking of a portion of a Unit makes it impractical to use the remaining portion of that Unit for a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in the Common Elements applying to that Unit shall apply to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Unit shall be a Common Element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Unit for the Co-owner's undivided interest in the Common Elements and for the entire Unit.

E. Future Expenses of Administration Applying to Units Taken by Eminent Domain. Votes in the Association and liability for future expenses of administration applying to a Unit taken or partially taken by eminent domain shall apply to the remaining Units, being allocated to them in proportion to their relative voting strength in the Association. A Unit partially taken shall receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interests in the Common Elements.

F. Condominium Continuation after the taking by Eminent Domain. If the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly. The amendment may be effected by an Association officer duly authorized by the Board of Directors without the necessity of execution or specific approval by any Co-owner, but only with the prior written approval of holders of two-thirds (2/3rds) of all first mortgage liens on individual Units.

G. Condominium Continuation after the taking by Eminent Domain. If any Unit or the Common Elements or any portion of a Unit or the Common Elements is subject to condemnation or eminent domain proceedings or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each institutional holder of a first mortgage lien on any Units.

Section 8. Notification to Mortgagees and Guarantors. Upon written request submitted to the Association, the Association shall give the holder of any first mortgage and any guarantors of the mortgage covering any Unit timely written notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage.

ARTICLE VI RESTRICTIONS

Section 1. Use of Unit.

A. Single Family Use. No Unit shall be used for other than single-family residential purposes as defined by Township of Orion Zoning Ordinances, and the Common Elements shall be used only for purposes consistent with such use. No Co-owner shall carry on any business enterprise or commercial activities anywhere on the Common Elements or within the Units, including without limitation for profit or nonprofit daycare, adult foster care, nursing facilities, transitional housing, group homes and similar enterprises; provided, that Co-owners shall be allowed to have home offices in their Units so long as the use does not (1) involve additional pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed and/or congestion within the Condominium, (2) utilize or involve the presence of any employees within the Unit other than the Unit occupants, (3) disturb other Co-owners, (4) involve additional expense to the Association (such as utility charges and insurance), (5) violate any other provision or restriction contained in the Condominium Documents, (6) involve the storage of bulk goods for resale, and (7) constitute a violation of any ordinances or regulations of the Township of Orion.

B. Occupancy Restrictions. The number of persons allowed to occupy or reside in any Unit shall be governed by the restrictions and regulations of the International Property Maintenance Code or other codes or ordinances that may be adopted by the Township of Orion from time to time governing occupancy. The restrictions shall automatically change, without the necessity of an amendment to these Bylaws, upon the adoption of alternative regulations by the Township of Orion, so that all Unit occupancy shall be in accordance with all Township of Orion regulations.

Section 2. Leasing and Rental of Units.

A. Right to Lease. The Developer may lease any number of Units in its discretion and shall not be subject to the minimum lease term requirement set forth in this Section. No Co-owner shall lease less than an entire Unit, and all leases shall (i) be for an initial term of no less than one (1) year, (ii) require the lessee to comply with the Condominium Documents, and (iii) provide that failure to comply with the Condominium Documents constitutes a default under the lease. A Co-owner may only lease a Unit for the same purposes as set forth in Article VI, Section 1, and in accordance with the provisions of this Section. Other than the Developer, no Co-owner shall accommodate transient tenants or occupants. For purposes of this Section, "transient tenant or occupant" refers to a non-Co-owner occupying a Unit for less than one (1) year and who has paid consideration for the occupancy. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the Condominium Document provisions.

B. Procedures for Leasing. The leasing of Units shall conform to the following additional provisions:

(1) Disclosure. Other than the Developer, a Co-owner 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, and shall at the same time supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-owner shall supply the Board with the name and address of the potential lessee or other occupants, along with the amount and due dates of any rental or compensation payable to the Co-owner, and the term of the proposed occupancy arrangement. The Co-owner shall not lease their Unit prior to the Association approving the lease form for its compliance with the Condominium Documents. The Association may also require the use of a standard lease addendum. Each Co-owner shall, promptly following the execution of any approved lease of a Unit, forward a true copy of the fully executed lease to the Association.

(2) Administrative Fee. The Board of Directors may charge reasonable administrative fees for reviewing, approving and monitoring lease transactions in accordance with this Section as the Board may establish. Any 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 of these Bylaws.

(3) Compliance with Condominium Documents. Tenants or non-Co-owner occupants shall comply with the Condominium Documents.

(4) Default by Tenant or Non-Co-owner Occupant. If the Board determines that a tenant or non-Co-owner occupant has failed to comply with the Condominium Documents, the Association shall take the following action:

(a) Notification. The Association shall notify the Co-owner by certified mail advising of the alleged violation.

(b) Time to Cure. The Co-owner has fifteen (15) days after receipt of the notice to investigate and correct the alleged tenant or non-Co-owner occupant breach or advise the Association that a violation has not occurred.

(c) Remedies. If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association (if the Association is under the control of the Developer) an action for eviction against the tenant or non-Co-owner occupant for breach of the Condominium Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any Court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold the tenant, the non-Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner, tenant or non-Co-owner occupants. The Co-owner shall be responsible for reimbursing the Association for all costs incurred because of a tenant's or non-Co-owner occupant's failure to comply with the Condominium Documents, including the pre-litigation costs and actual attorneys' fees incurred in obtaining their compliance with the Condominium Documents.

(5) Notice to Pay Rent Directly to Association. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the Co-owner's tenant or non-Co-owner occupant. The tenant or non-Co-owner occupant, after receiving the notice, shall deduct from their rental payments to the Co-owner the arrearage and future assessments as they fall due and shall pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant or non-Co-owner occupant. If the tenant or non-Co-owner occupant, after being so notified, fails or refuses to remit rent to the Association that is otherwise due the Co-owner, then the Association may (1) prohibit the tenant from utilizing any of the General Common Elements, (2) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings, and/or (3) initiate proceedings pursuant to Section 112(4)(b) of the Condominium Act.

D. Co-owner and Occupant Information. Co-owners who do not live in their Unit must keep the Association informed of their current mailing address and phone number. Upon the Association's request, Co-owners shall provide the Association with all Unit occupant names and applicable telephone numbers.

E. Department of Veterans Affairs Exception. To the extent that any provision set forth in the Master Deed and Bylaws regarding leasing and a right of first refusal is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing"), the provision shall not apply to any Unit that is:

- (1) Encumbered by DVA Financing; or
- (2) Owned by the Department of Veterans Affairs.

F. Lender Exception. Notwithstanding anything to the contrary and except for the prohibition on transient tenancies, first mortgage lenders or first mortgagee guarantors in possession of a Unit following a default of a first mortgage, foreclosure, or deed or other arrangement in lieu of foreclosure shall not be subject to the restrictions contained in Section 2A above and which relate to the term of any lease or rental agreement.

G. Rent Loss Insurance Coverage. Those Co-owners that rent their Unit are advised to obtain insurance coverage for reimbursement of rental income that may be lost while the Unit is being repaired, rebuilt or is otherwise not capable of being occupied. The Association shall have no responsibility for obtaining coverage and Co-owners shall have no claim against the Association for lost rental income.

Section 3. Alterations and Modifications.

A. Approvals Required. No Co-owner may commence or make alterations in exterior appearance or make structural modifications to any Unit including interior walls through or in which there exist easements for support or utilities or make changes in the appearance or use of any of the Common Elements including but not limited to, painting, replacement of windows or doors, or the installation, alteration or replacement of lights, awnings, shutters, newspaper holders, mailboxes, spas,

hot tubs, decks, patios, structures, fences, walls or other exterior attachments or modifications, until plans and specifications acceptable to the Board (and the Developer during the Development and Sales Period) showing the nature, kind, shape, height, materials, color scheme, location and approximate cost have first been submitted to and approved in writing by the Board (and the Developer during the Development and Sales Period), and a copy of the plans and specifications, as finally approved, delivered to the Board (and the Developer during the Development and Sales Period). The Board (and the Developer during the Development and Sales Period) has the right to refuse to approve any plans or specifications that are not suitable or desirable in its opinion for aesthetic or any 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 area upon which it is proposed to be constructed, and the degree of harmony with the entire Condominium. The Developer, Association and Board shall have no liability for the approval or disapproval of any proposed installation, alteration or replacement. If the Board and Developer, if applicable, approves any modification or alteration application, such approval is subject to a recordable, written undertaking by the Co-owner acknowledging that installation, maintenance, repair, replacement and insuring of all the improvements are to be at the Co-owner's sole expense. The Board and the Developer, if applicable, have the right to require a Co-owner to complete the installation of any approved improvements or modifications by a date certain. Any modifications or alterations that a Co-owner performs pursuant to this Section shall, if applicable, be performed by licensed and insured contractors and in accordance with all applicable governmental regulations and ordinances, including the requirement that proper permits be applied for and issued by appropriate governmental agencies.

B. Improvements or Modifications to Facilitate Access to or Movement within a Unit. The provisions contained in subsection A are subject to the applicable Condominium Act provisions governing improvements or modifications if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities under the circumstances provided for in the Condominium Act at MCL 559.147a, as may be amended from time to time.

C. Sound Conditioning. A Co-owner shall not damage, attach anything to, or alter walls between Units to compromise sound conditioning.

D. Installation of Antennas/Satellite Dishes. The installation of antennas, direct broadcast satellites and other technologies regulated by the Federal Communications Commission shall be in accordance with the Association's rules and regulations, which shall always be construed so as not to violate applicable FCC regulations.

Section 4. Conduct upon the Condominium. No harmful, improper or unlawful activity, including without limitation speeding or other vehicular infractions, shall be engaged in on or upon the Common Elements or any Unit, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners, nor shall any unreasonably noisy activity be carried upon the Common Elements or any Unit. There shall not be maintained any device or thing of any sort whose normal activities or existence is in any way harmful, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other Units. No Co-owner shall do or permit anything to be done or keep or permit to be kept on their Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the Board's written approval 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. All applicable municipal codes and ordinances must be followed.

Section 5. Animals within the Condominium.

A. Number and Type. No animal except for household pets shall be kept or allowed on the Condominium. As used in this Section, “household pets” means dogs and cats. The number of household pets that may be kept or maintained in any Unit must comply with Township of Orion Ordinances, as may be amended. The term "animal" or "household pet" shall not include small animals, fish or birds that are constantly caged or in a tank. Reptiles and exotic pets (i.e., rare or unusual animals or animals generally thought of as wild and not typically kept as a household pet) are prohibited.

B. Restrictions Applicable to Pets; Responsibilities of Co-owners.

(1) The Board of Directors may require that Co-owners register their animals with the Association before the animal may be maintained on or within the Condominium.

(2) No animals may be kept or bred for any commercial purpose.

(3) No animal may be permitted to be housed outside of a Unit, in a pen or otherwise, nor shall animals be tied or restrained unattended outside or be allowed to be loose upon the Common Elements. All animals shall be leashed when outdoors with the leash being held and controlled by a responsible person and otherwise in accordance with any Township of Orion Ordinances that may apply.

(4) Each Co-owner shall be responsible for the immediate collection and disposition of all fecal matter deposited by any animal maintained by the Co-owner or their occupants, anywhere in the Condominium.

(5) Any animal permitted to be kept in the Condominium shall have such care and restraint as not to be obnoxious because of noise, odor or unsanitary conditions. No savage or dangerous animal of any type shall be kept on the Condominium. No animal that creates noise and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements.

(6) Any Co-owner who causes or permits any animal to be brought, maintained or kept on the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability, including attorneys’ fees and costs, that the Association may sustain because of the presence of the animal on the Condominium, whether the animal is permitted or not. The Association may assess and collect from the responsible Co-owner all losses and damages in the manner provided in Article II of these Amended and Restated Bylaws.

(7) The Association may charge Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II if the Board determines the assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium.

(8) All animals kept in accordance with this Section shall be licensed by the municipal agency having jurisdiction, and proof of the animal's shots shall be provided to the Association upon request.

C. Association Remedies. The Association may, after notice and hearing and without liability, remove or cause to be removed any animal from the Condominium that the Board determines to be in violation of the restrictions imposed by this Section or by any applicable Association rules and regulations. The Board may adopt additional reasonable rules and regulations with respect to animals, as it may deem proper..

Section 6. Use of Common Elements.

A. Storage; Handling of Refuse. Co-owners and other users of the Condominium shall not use the Common Elements for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in the Condominium Documents. Trash receptacles shall be maintained in Board-designated areas and shall not be permitted to remain elsewhere on the Common Elements except for short periods of time as may be reasonably necessary to permit periodic collection of trash. Trash shall be stored and handled in accordance with all applicable Association rules and regulations and Township of Orion ordinances and Co-owners shall be responsible for the collection and proper disposal of trash (or the Association's costs collecting and disposing of the trash) dispersed about the Common Elements, regardless of the reason.

B. Unightly Conditions. No unsightly condition shall be maintained on or in any patio, or porch, and only furniture and equipment consistent with ordinary patio, or porch, use shall be permitted to remain on these areas. The Common Elements shall not be used for the drying or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained that detracts from or is detrimental to the Condominium's appearance.

C. General. The Common Elements and Units shall only be used for purposes for which they are reasonably and obviously intended. All municipal ordinances pertaining to the use of the Common Elements must be followed.

Section 7. Obstruction of and Storage on Common Elements. Except as otherwise expressly permitted in the Condominium Documents, the Common Elements, including, without limitation, roads and sidewalks, shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. Except as otherwise expressly permitted in the Condominium Documents, no bicycles, toys, baby carriages or other personal property may be left unattended on or about the Common Elements; provided, however, that furniture and equipment consistent with ordinary patio, or porch use may be placed on patios, or porches.

Section 8. Vehicles upon the Condominium.

A. Permitted Vehicles in General. Except as otherwise provided in this Section or in the Association's rules and regulations, only currently licensed automobiles, motorcycles (if not objectionable due to excessive noise or irresponsible operation), non-commercial pickup trucks,

SUVs, and passenger vans not exceeding 21 feet in overall length, which are used as an occupant's primary means of transportation and not for any commercial purposes, may be parked in the Condominium. Unless parked fully in a Unit garage with the door closed or except as otherwise provided in this section, no house trailers, commercial vehicles (as defined in subsection C below), boat trailers, watercraft, boats, motor homes, camping vehicles, camping trailers, trailers, snowmobiles, snowmobile trailers, recreational vehicles, non-motorized vehicles, off-road vehicles or all-terrain vehicles shall be parked or stored in the Condominium. All garage doors must be kept closed except when necessary for purposes of ingress to and egress from the garage.

B. Temporary Presence. The Board of Directors has the discretion to issue rules and regulations permitting the temporary presence of recreational/leisure vehicles within the Condominium for purposes such as loading and unloading. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of or to designate a parking area for such vehicles.

C. Commercial Vehicles. Commercial vehicles shall not be parked in or about the Condominium (except as above provided) unless parked in an area specifically designated for such vehicles or trucks by the Board, or while making deliveries or pickups in the normal course of business. For purposes of this Section, commercial vehicles shall include vehicles or trucks with a curb weight of more than 12,000 pounds, overall length in excess of 21 feet, or with more than two axles, vehicles with commercial license plates, vehicles with any commercial markings or advertising appearing on the exterior, vehicles not designed or intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment or similar items. For purposes of this Section, passenger vans, SUVs and pickup trucks, used for primary transportation and not for commercial purposes shall not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle contained in this Section. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area for parking such vehicles.

D. Standing Vehicles, Repairs. Nonoperational vehicles or vehicles with expired license plates shall not be parked on the Condominium, other than inside a Co-owner's garage, without the Board's written approval. Nonemergency maintenance or repair of vehicles is not permitted on the Condominium without the Board's written approval.

E. Parking Restrictions. Except as the Board otherwise approves in writing, there shall be no overnight parking on the Condominium roadways. Vehicles shall not be parked in designated fire lanes or in violation of the Association's rules and regulations.

F. Association Rights. Subject to Section 252k or Section 252l of the Michigan Vehicle Code (MCL §257.252k and MCL §257.252l), the Board may cause vehicles parked or stored in violation of this Section, or of any applicable Association rules and regulations, to be stickered and towed from the Condominium, and the cost of the removal may be assessed to, and collected from, the Co-owner responsible for the presence of the vehicle in the manner provided in Article II of these Bylaws. The Co-owner shall be responsible for costs incurred in having a towing company respond,

even if the vehicle is moved and properly parked before the towing contractor arrives at the Condominium. The Board may establish rules and regulations governing the parking and use of vehicles in the Condominium.

Section 9. Prohibition of Certain Items upon the Condominium. Except as otherwise set forth in the Association's rules and regulations as are published from time to time or as otherwise approved by the Board in writing, no Co-owner shall use, or permit any occupant, agent, employee, invitee, guest or family member to use any drones, firearms, air rifles, pellet guns, BB guns, bows and arrows, fireworks, slingshots or other similar projectiles or devices anywhere on or about the Condominium, nor shall any Co-owner use or permit to be brought onto the Condominium any unusually volatile liquids or materials deemed to be extra hazardous to life, limb, or property.

Section 10. Signs. Except for a U.S. flag no larger than 3' x 5' that is located in a Board-approved area, no flags, notices, advertisements, pennants or signs, including "for sale" and "open house" signs, shall be displayed which are visible from the exterior of a Unit without the Board's written permission, unless in complete conformance with the Association's rules and regulations.

Section 11. Rules and Regulations Consistent with Condominium Act. The Board may make and amend from time-to-time reasonable rules and regulations consistent with the Condominium Act, the Master Deed, and these Bylaws, concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of the Association's or Condominium's operation. The Association shall furnish to all Co-owners all regulations and any amendments to the regulations, which shall become effective as stated in the regulation. Any regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners in good standing. Any rule or regulation adopted pursuant to this Section during the Development and Sales Period must also be approved in writing by the Developer.

Section 12. Association Access to Units and Limited Common Elements. The Association or its duly authorized agents shall have access to each Unit and any Common Elements from time to time, during reasonable working hours, upon notice to the Co-owner, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and the Common Elements without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. Each Co-owner shall provide the Association means of access to their Unit and any Common Elements during all periods of absence and if the Co-owner fails to provide means of access, the Association may gain access in any manner as may be reasonable under the circumstances, including removing any obstructions or materials that restrict access, and shall not be liable to the Co-owner for any damage to their Unit or any Common Elements caused in gaining access, or for repairing, replacing or reinstalling any removed obstructions or materials in gaining access. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meters, sump pump, sprinkler system valves or any other element that must be accessible to service the Common Elements 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 has been approved in accordance with the Condominium Documents, that

are damaged in the course of gaining access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 13. Landscaping and Decoration of Common Elements. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials, including but not limited to statuary, bird feeders, exterior lighting, rocks or boulders, fencing, holiday decorations or other decorative items upon the General or Limited Common Elements unless in total conformance with the Association's rules and regulations on landscaping and decorations as are published from time to time or is otherwise approved by the Board in writing. Any Co-owner-installed landscaping shall be the Co-owner's responsibility to maintain unless the Board specifies otherwise in writing. If the Co-owner fails to adequately maintain the landscaping to the Association's satisfaction, the Association has the right to perform the maintenance and assess and collect from the Co-owner the cost in the manner provided in Article II of these Bylaws. The Co-owner shall also be liable for any damages to the Common Elements arising from the performance, planting or continued maintenance of the landscaping

Section 14. Co-owner Maintenance of Unit and Common Elements.

A. Maintain in Good, Safe, Clean and Sanitary Condition. Each Co-owner shall maintain their Unit and any Common Elements for which they have maintenance responsibility in a good, safe, clean and sanitary condition.

B. Damage. Each Co-owner shall use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, gas, plumbing, electrical, cable TV or other utility conduits and systems and any other Common Elements in any Unit which serve or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of the Co-owner's Unit or any of the Common Elements by them, or their family, guests, agents or invitees, or by casualties and occurrences, whether or not resulting from Co-owner negligence, involving items or Common Elements that are the Co-owner's responsibility to maintain, repair and replace, unless the damages or costs are covered by primary insurance carried by the Association, in which case there shall be no responsibility unless 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, including actual attorneys' fees, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of these Bylaws. Each Co-owner shall indemnify the Association against all damages and costs, including actual attorneys' fees, and all costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II.

C. Reporting. Co-owners 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 as soon as it is discovered.

Section 15. Application of Restrictions to Developer and Association. None of the restrictions contained in this Article VI or elsewhere in the Condominium Documents shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and

Sales Period, or of the Association in furtherance of its powers and purposes set forth in the Condominium Documents or the Condominium Act. Until all Units in the entire Condominium are sold by the Developer, the Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, storage areas, 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 the Developer. The Developer shall restore the areas so utilized to habitable status upon termination of use.

Section 16. Cost of Enforcing Documents. All costs, damages, fines, expenses or actual attorneys' fees incurred or levied by the Association in enforcing the Condominium Documents against a Co-owner or their licensees or invitees, including without limitation the restrictions set forth in this Article VI, may be assessed to, secured by the lien on the Unit and collected from the responsible Co-owner or Co-owners in the manner provided in Article II of these Bylaws. This includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations and actual costs and legal fees incurred in court proceedings, and responding to and defending actions relating to violations in small claims court, or any other court of competent jurisdiction.

Section 17. Developer and Association Approvals Revocable. All approvals given by the Developer or Association is a license. The Board or Developer may revoke the approval upon thirty (30) days written notice.

Section 18. Developer's Enforcement of Bylaws. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a first class, beautiful, serene, private residential community for the benefit of the Co-owners and all persons having an interest in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace or landscape in a manner consistent with the maintenance of such high standards, then the 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 or do any landscaping required by the Bylaws and charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws during the Development and Sales Period, which right of enforcement shall include without limitation an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws, and the Developer shall be permitted to recoup the cost of enforcement as provided in Article VI, Section 16 above.

ARTICLE VII MORTGAGES

Section 1. Notification of Mortgage. Any Co-owner who mortgages their Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain the information in a book entitled "Mortgages of Units."

Section 2. Notification to Mortgagee of Insurance Company. Upon written request submitted to the Association, the Association shall notify a mortgagee appearing in the Mortgages of Units book of the name of each company insuring the Common Elements against fire and perils covered by extended coverage, and vandalism and malicious mischief and the amounts of coverage.

Section 3. Notification to Mortgagees and Guarantors. Upon written request submitted to the Association, any institutional holder of any mortgage or any guarantors of the mortgage covering any Unit shall be entitled to receive timely written notice of (i) any proposed action that requires the consent of a specified percentage of mortgagees, whether contained in the Master Deed or these Bylaws, (ii) any delinquency in the payment of assessments or other charges by a Co-owner that is not cured within sixty (60) days, and (iii) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE VIII MEMBERSHIP AND VOTING

Section 1. Association Membership. Each Co-owner is a member of the Association and no other person or entity is entitled to membership.

Section 2. Voting.

A. Voting Rights. Except as limited in these Bylaws, each Co-owner (including the Developer) is entitled to one vote for each Unit owned, provided that the Co-owner is in good standing. Voting is by number. In the case of any Unit owned jointly by more than one Co-owner, the voting rights associated with that Unit may be exercised only jointly as a single vote. The vote of each Co-owner may be cast only by the individual representative designated by the Co-owner in the notice required in subsection C below or by a proxy given by the individual representative.

B. Evidence of Ownership for Voting Purposes. No Co-owner, other than the Developer, is entitled to vote at any Association meeting until they have presented evidence of ownership of a Unit to the Association by way of a recorded Deed, recorded Land Contract or recorded Memorandum of Land Contract. No Co-owner, other than the Developer, is entitled to vote prior to the First Annual Meeting of the Members held in accordance with Article IX except as otherwise specifically provided. The vote of each Co-owner, other than the Developer, may be cast only by the individual representative designated by such Co-owner in the notice required in subsection C below or by a proxy given by such individual representative.

C. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at Association meetings and receive all Association meeting notices on behalf of the Co-owner. The notice shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned by the Co-owner, and the name and address of each person that is the Co-owner. The Co-owner shall sign and date the notice. The Co-owner may change the individual representative designated at any time by filing a new notice in the manner provided in this subsection. At any Association meeting or where action is taken without a meeting in accordance with these Amended and Restated Bylaws, the chairperson of the meeting or the Board may waive the filing of the written notice as a prerequisite to voting.

D. Voting Method. Votes may be cast in person, by proxy, in writing signed by the designated voting representative, or by any other means allowed by the voting procedures adopted by the Board of Directors for a given vote. The Board of Directors may permit the casting of votes by mail, personal delivery, electronic transmission, or by other Board-approved means. Any proxies,

written votes or ballots or other votes cast by permitted means must be filed with the Association's Secretary or the Association's management agent at or before the appointed time of the Association meeting or voting deadline if no meeting is held.

E. Majority. Unless otherwise provided, any action that could be authorized at an Association meeting or by written vote or ballot shall be authorized by the vote of a simple majority of those Co-owners in good standing.

Section 3. Action without Meeting. Any action that may be taken at an Association meeting (except for electing or removing Directors) may be taken without a meeting by written vote or ballot of the Co-owners. Written votes or ballots shall be solicited in the same manner as provided in these Bylaws for the giving of notice of Association meetings. Such solicitations shall specify: (1) the proposed action; (2) that the Co-owner can vote for or against any such proposed action; (3) the percentage of approvals necessary to approve the action; and (4) the time by which written votes or ballots must be received to be counted. Approval by written vote or ballot shall be constituted by receipt, within the time specified in the written vote or ballot, of (1) a number of written votes or ballots that equals or exceeds the quorum that would be required if the action were taken at a meeting and (2) a number of approvals that equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting. Only the Board of Directors may initiate an action under this Section.

ARTICLE IX MEETINGS

Section 1. Place of Meetings. Association meetings shall be held at any suitable place convenient to the Co-owners as the Board may designate. Association meetings shall be guided by Roberts Rules of Order or some other generally recognized manual of parliamentary procedure when not otherwise in conflict with the Articles of Incorporation, the Master Deed or the laws of the State of Michigan. Co-owners must be in good standing to speak at Association meetings or to address the Board or Co-owners at any Association meetings. Any person in violation of this provision or the rules of order governing the meeting may be removed from such meeting, without any liability to the Association or its Board of Directors.

Section 2. Quorum. The presence in person or by proxy of 35% of the Co-owners in good standing constitutes a quorum for holding an Association meeting. The written vote or ballot of any person furnished at or prior to any Association meeting at which meeting such person is not otherwise present in person or by proxy, or by such date as is established for voting in cases where no meeting is held, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. Any Co-owner who participates by remote communication in an Association meeting, as provided in Section 6 below shall also be counted in determining the necessary quorum.

Section 3. Annual Meetings. The first annual meeting of the members of the Association may be convened only by the Developer and may be called, in the Developer's discretion, at any time on or before the earlier of the dates provided for the first annual meeting in Article X, Section 2. The date, time and place of such first annual 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. Thereafter, the Association shall hold its annual meeting in the month of May each succeeding year at such date, time and place as the Board of

Directors determines. The Board may change the date of the annual meeting in any given year, provided that at least one such meeting is held in each calendar year. Written notice of each annual meeting, as well as any change in the date of the annual meeting, shall be given to all Co-owners at least ten (10) days before the date for which the meeting is or was originally scheduled. At the annual meeting, there shall be elected by ballot or acclamation of the Co-owners a Board of Directors in accordance with the requirements of Article X of these Bylaws. The Co-owners may also transact at annual meetings such other Association business as may properly come before them.

Section 4. Special Meetings. The President shall call a special meeting of the Co-owners as directed by Board resolution. The President shall also call a special meeting upon a petition presented to the Association's Secretary that is signed by one third (1/3rd) of those Co-owners in good standing. Notice of any special meeting shall state the time, place and purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. The Secretary or other Board authorized person shall serve each Co-owner a notice of each annual or special meeting, stating the purpose as well as the time and place where it is to be held, at least ten (10) days, but not more than sixty (60) days, prior to the meeting. Notice of Association meetings shall be mailed to the representative of each Co-owner at the address shown in the notice required to be filed with the Association pursuant to Article VIII, Section 2C of these Bylaws or to the address of the Co-owner's Unit or, in lieu of the foregoing, notice may be given by electronic transmission, or notice may be hand delivered to a Unit if the Unit address is designated as the voting representative's address or the Co-owner is a resident of the Unit. Any Co-owner may, by written waiver of notice signed by the Co-owner, waive the notice, and the waiver when filed in the Association's records shall be deemed due notice.

Section 6. Remote Communication Attendance; Remote Communication Meetings. Co-owners may participate in Association meetings by a conference telephone or by other means of remote communication through which all persons participating in the meeting may hear each other, if the Board determines to permit such participation and (a) the means of remote communication permitted are included in the notice of the meeting or (b) if notice is waived or not required. All participants shall be advised of the means of remote communication in use and the names of the participants in the meeting shall be disclosed to all participants. Co-owners participating in a meeting by means of remote communication are considered present in person and may vote at such meeting if all of the following are met: (a) the Association implements reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of remote communication is a Co-owner or proxy holder; (b) the Association implements reasonable measures to provide each Co-owner and proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Co-owners, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (c) if any Co-owner or proxy holder votes or takes other action at the meeting by means of remote communication, the Association maintains a record of the vote or other action. A Co-owner may be present and vote at an adjourned Association meeting by means of remote communication if they were permitted to be present and vote by the means of remote communication in the original meetings notice given. The Board may hold an Association meeting conducted solely by means of remote communication.

Section 7. Adjournment for Lack of Quorum. 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. The quorum for each subsequent meeting shall be reduced by one-half from the quorum requirement of the previously scheduled meeting.

Section 8. Minutes. The Association shall keep minutes or a similar record of the proceedings of all Association meetings and, 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 X BOARD OF DIRECTORS

Section 1. Qualification and Number of Directors. The Board of Directors shall govern the Association's affairs. All Directors must be Co-owners, trustees of trusts owning Units or officers, directors, members or employees of business entities owning Units, except for the First Board of Directors and any successors appointed by the Developer prior to the First Annual Meeting of the Co-owners held pursuant to Article IX. Except for the First Board of Directors, any Director who is delinquent in any financial obligation owed to the Association, including late fees, shall pay in full the amount due within sixty (60) days of the delinquency. During the period of delinquency, the Director shall not be permitted to vote on any delinquency matter of another Co-owner, including matters that may affect the Director's own Unit. If the Director does not comply with the delinquency cure time period, and notwithstanding the provisions of Section 6 below, the Director shall be deemed removed from the Board of Directors for the remainder of the Director's term and the vacancy shall be filled in accordance with Section 5 below. The first Board of Directors, which shall be appointed by the Developer, shall manage the affairs of the Association until a successor Board of Directors is elected at the first meeting of members of the Association convened at the time required by Article IX. The Board shall consist of three (3) members and, except for Board positions held by the Developer, no two occupants of the same Unit may serve on the Board of Directors at the same time. Directors shall serve without compensation.

Section 2. Election of Directors. The following provisions shall apply to election of the Board and Advisory Committee before and after the Transitional Control Date:

A. Advisory Committee. An advisory committee of non-Developer Co-owners shall be established either one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of one-third (1/3rd) of the Units that may be created, or one (1) year after the initial conveyance of legal or equitable title to a non-Developer Co-owners of a Unit, whichever occurs first. The advisory committee shall meet with the Board of Directors for the purpose of facilitating communications and aiding the transition of control to the Association. The advisory committee shall cease to exist when a majority of the Board of Directors of the Association is elected by the non-Developer Co-owners.

B. Co-owner Elected Directors. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) of the Units that may be created, at least one (1) director and not less than twenty-five percent (25%) of the Board of Directors shall be elected by non-Developer Co-owners. No later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the first annual meeting shall be called and the non-Developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate at least one (1) director as long as the Developer owns and offers for sale at least ten percent (10%) of the Units in the Condominium, or as long as ten percent (10%) of the Units remain that may be created.

C. Co-owner Controlled Board. Notwithstanding the formula provided in subsection B, fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit, if title to not less than seventy-five percent (75%) of the Units that may be created has not been conveyed, the first annual meeting shall be called and the non-Developer Co-owners have the right to elect, as provided in the Condominium Documents, a number of members of the Board of Directors equal to the percentage of Units they hold, and the Developer has the right to elect, as provided in the Condominium Documents, a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection B. Application of this subsection does not require a change in the size of the Board as determined by the Condominium Documents.

D. Fractional Shares. If the calculation of the percentage of members of the Board that the non-Developer Co-owners have the right to elect under subsection B, or if the product of the number of members of the Board, multiplied by the percentage of Units held by the non-Developer Co-owners under subsection C results in a right of non-Developer Co-owners to elect a fractional number of members of the Board, 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 that the non-Developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this subsection shall not eliminate the right of the Developer to designate one (1) member as provided in subsection B.

E. Definitions. As used in this section, the term "units that may be created" means the maximum number of Units in all phases of the Condominium as stated in the Master Deed.

F. Election of Directors at and After the First Annual Meeting. At the first annual meeting all three (3) members of the Board shall stand for election as a single slate. The 2 nominees receiving the highest number of votes shall be elected for two (2) year term. The 1 nominee receiving the next highest number of votes, shall be elected to serve a one (1) year term. Each year thereafter, either 2 Directors or 1 Director shall be elected (depending on the number of directorships whose terms have expired), and all such future Directors shall serve for two (2) year terms. All directors shall hold office until their successors have been elected and hold their first meeting. As long as the Developer is entitled to a seat on the Board, the Developer representative shall fill a one-year directorship.

Section 3. Powers and Duties. The Board of Directors has all powers and duties necessary for the administration of the Association's affairs and may do all acts and things as are not prohibited by the Condominium Documents or required to be exercised and done by the Co-owners. In addition to the foregoing general powers and duties imposed by these Bylaws, or any further powers and duties which may be imposed by law or the Articles of Incorporation, the Board of Directors has the following powers and duties:

A. Management and Administration. To manage and administer the affairs of and maintenance of the Condominium and the Common Elements, all to the extent set forth in the Condominium Documents.

B. Collecting Assessments. To collect assessments from the Co-owners and to use the proceeds for the Association's purposes.

C. Insurance. To carry insurance and collect and allocate the proceeds in the manner set forth in Article IV.

D. Rebuild Improvements. To rebuild improvements after casualty in the manner set forth in Article V.

E. Contract and Employ Persons. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.

F. Real or Personal Property. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit and any easements, rights-of-way and licenses) on the Association's behalf in furtherance of any Association purposes.

G. Borrow Money. To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Association's business, and to secure the same by mortgage, pledge, or other lien on property owned by the Association.

H. Assign Right to Future Income. To assign its right to future income, including the right to receive Co-owner assessment payments.

I. Rules and Regulations. To make rules and regulations in accordance with Article VI, Section 11 of these Bylaws.

J. Committees. To establish committees as it deems necessary, convenient or desirable and to appoint persons to the committees for implementing the administration of the Condominium and to delegate to the committees, or any specific Association Officers or Directors, any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

K. Enforce Documents. To enforce the Condominium Documents.

L. Administrator. To do anything required of or permitted to the Association as administrator of the Condominium under the Condominium Documents.

M. General. In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, repair, replacement and operation of the Condominium and the Association.

Section 4. Professional Management. The Board of Directors may employ for the Association a professional management agent, which may include the Developer or any person or entity related thereto) at 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 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. In no event shall the Board be authorized to enter into any contract with a professional management agent 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. Any management contract made prior to the Transitional Control Date and extending for a period in excess of one (1) year after the Transitional Control Date shall have a provision that the period in excess of one (1) year may be voided by the Board of Directors by notice to the management agent at least thirty (30) days before the expiration of the one (1) year period. Any management contract may provide for the collection of "set-up" or "transfer" fees by the management agent upon the initial conveyance of a Unit by the Developer and upon the subsequent conveyance of a Unit by a non-Developer Co-owner; provided that the amounts of such fees shall be a fixed by the terms of the contract with the management agent. Any set-up or transfer fee charged with respect to the purchase of a Unit from the Developer shall be paid by the purchaser of the Unit.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by Co-owner vote shall be filled by majority vote of the remaining Directors even though they may constitute less than a quorum. Each person so appointed shall be a Director until a successor is elected at the Association's next annual meeting.

Section 6. Removal of Directors. Except for those Directors that have been appointed by the Developer and that are serving in accordance with the provisions of Section 2 above, at any annual or special Association meeting duly called and held, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% of all Co-owners, and a successor may then and there be elected to fill the vacancy thus created, with the successor Director serving until the end of the term of the Director who they replaced. The quorum requirement for the purpose of filling any vacancy shall be the normal 35% requirement. Any Director whose removal has been proposed by the Co-owners shall have an opportunity to be heard at the meeting. The Developer may remove any or all of the Directors selected by it at any time in its sole discretion.

Section 7. First Meeting of New Board. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place and time as shall be fixed by the Directors at the meeting at which such Directors were elected. No notice shall be necessary to the newly elected

Directors in order to legally constitute such meeting, provided a majority of the entire Board is present at such a meeting.

Section 8. Regular Meetings. Regular Board of Directors meetings may be held at times and places as shall be determined from time to time by a majority of the Directors. At least two (2) meetings shall be held during each fiscal year. Notice of regular Board meetings shall be given to each Director personally, or by mail, telephone or electronic transmission at least five (5) days prior to the date of the meeting, unless waived by the Director.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the president upon three (3) days' notice to each Director. Notice of special Board meetings shall be given to each Director personally, or by mail, telephone or electronic transmission. The notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president, secretary or other appropriate officer in like manner and on like notice on the written request of two Directors.

Section 10. Waiver of Notice. Before or at any Board meeting, any Director may in writing or orally waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. A Director's attendance at a Board meeting shall be deemed that Director's waiver of notice. If all the Directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum and Voting. The presence at a meeting of a majority of the Directors then in office shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which there is a quorum shall be the acts of the Board of Directors. A Director will be considered present and may vote on matters before the Board by remote communication, electronically or by any other method giving the remainder of the Board sufficient notice of the absent Director's vote and position on any given matter. If at any Board meeting there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Action without Meeting. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid in the absence of a meeting if consented to in writing, including by electronic transmission, by a majority of the Board of Directors; provided, that all Board members must first be provided with notice personally, by mail, telephone or electronic transmission, of the proposed action before any action is approved. Further, the presiding Association officer, in exceptional cases requiring immediate action, may poll all Directors by phone for a vote, and provided the action is consented to by the requisite number of Directors, the vote constitutes valid action by the Board. The results of any vote along with the issue voted upon pursuant to this Section shall be noted in the minutes of the next Board meeting to take place.

Section 13. Closing of Board of Director 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 Co-owners or may permit Co-owners to attend a portion or all of any meeting of the Board of Directors. Any Co-owner has the right to inspect, and make copies of, the minutes of the

meetings of the Board of Directors; provided, however, and subject to any Association rules and regulations, that no Co-owner shall be entitled to review or copy any Board meeting minutes to the extent that the minutes reference any matter for which the disclosure would impair the rights of another, any 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. Remote Communication Participation. Members of the Board of Directors may participate in any meeting by means of conference telephone or other means of remote communication through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting by such means constitutes presence in person at the meeting.

Section 15. Fidelity Bond/Crime/Employee Dishonesty Insurance. The Board of Directors shall obtain fidelity bond or equivalent employee dishonesty/crime coverage in the minimum amount of a sum equal to three months aggregate assessments on all Units plus reserve funds on hand. Such fidelity bond or equivalent employee dishonesty/crime insurance covering all officers, directors, and employees of the Association and all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they shall be responsible for obtaining the same type and amount of coverage on their own before handling any Association funds). The premiums for the foregoing shall be expenses of administration.

Section 16. First Board of Directors. Any reference to the "First Board of Directors" in the Master Deed, these Bylaws, or the Articles of Incorporation shall mean and refer to the Board of Directors named in the Articles of Incorporation, including any successor or additional director appointed by the First Board of Directors prior to the first annual meeting of the Association.

ARTICLE XI OFFICERS

Section 1. Designation. The principal Association officers are a president, vice president, secretary and treasurer. The Directors may appoint other officers as may be necessary. Any two offices except that of president and vice president may be held by one person. The President must be a member of the Board of Directors. Officers shall serve without compensation.

Section 2. Appointment. The Board of Directors shall appoint the Association's officers annually and all officers shall hold office at the Board's pleasure.

Section 3. Removal. The Board of Directors may remove any officer either with or without cause, and the successor to the removed officer may be elected at any regular Board meeting or at any special Board meeting called for such purpose.

Section 4. President. The president shall be the Association's chief executive officer and shall preside at all Association and Board meetings. The president has all the general powers and duties which are usually vested in the office of the president of a nonprofit corporation including, but not limited to, the power to appoint committees from among the Co-owners from time to time in the president's reasonable discretion to assist in the conduct of the Association's affairs.

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

Section 6. Secretary. The secretary shall keep the minutes of all Board and Association meetings, be responsible for maintaining a record of the minutes, and of such books and other records as the Board of Directors may direct, and shall in general, perform all duties incident to the office of the secretary. The Board may delegate the duties of the secretary to a management agent.

Section 7. Treasurer. The treasurer is responsible for keeping full and accurate accounts of all receipts and disbursements in the Association's books. The treasurer shall also be responsible for depositing all money and other valuable Association papers, in the name of and to the Association's credit, in such depositories that the Board may designate from time to time. The Board may delegate the duties of the treasurer to a management agent.

ARTICLE XII FINANCES, BOOKS AND RECORDS

Section 1. Fiscal Year. The Association's fiscal year shall be an annual period commencing on such date as the Board may initially determine. The commencement date of the Association's fiscal year shall be subject to change by the Board of Directors for accounting reasons or other good cause.

Section 2. Banking; Investment of Funds. Association funds shall be deposited in bank, credit union, or other depository as the Board may designate and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by Board resolution from time to time. Association funds shall only be held in accounts that are fully insured or backed by the full faith and credit of the United States Government. The Association may only invest in certificates or instruments that are fully insured or backed by the full faith and credit of the United States Government.

Section 3. Co-owner's Share of Funds. A Co-owner's share in the Association's funds and assets cannot be assigned, pledged or transferred in any manner except as a Unit appurtenance.

Section 4. Association Records and Books; Audit or Review.

A. Association Records and Books. The Association shall maintain current copies of the Condominium Documents. The Association shall also keep detailed books of account showing all expenditures and receipts of administration, which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on the Association's behalf and the Co-owners. The Association's books shall be maintained in accordance with Section 57 of the Condominium Act. Subject to any Association rules and regulations, the books, records, contracts, and financial statements concerning the administration and operation of the Condominium shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours and at

mutually convenient times. The Association shall prepare and distribute to each Co-owner at least one (1) time a year a financial statement, the contents of which shall be defined by the Board and which may be distributed by electronic transmission, provided that any Co-owner may receive a written financial statement upon written request. Any institutional holder of a first mortgage lien on any Unit shall be entitled to receive a copy of the annual financial statement within ninety (90) days following the end of the Association's fiscal year if requested in writing.

B. Audit or Review. The Association shall have its books, records and financial statements independently audited or reviewed on an annual basis by a certified public accountant, as defined in Section 720 of the occupational code (MCL 339.720); provided, however, that the Association may opt out of such certified audit or review on an annual basis by an affirmative vote of a majority of the Co-owners in good standing. Any audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants.

ARTICLE XIII INDEMNIFICATION

Section 1. Indemnification of Directors, Officers and Volunteers. The Association shall indemnify every Director, officer and volunteer of the Association against all expenses and liabilities, including reasonable attorney fees and amounts paid in settlement incurred by or imposed upon the Director, officer or volunteer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, to which the Director, officer or volunteer may be a party or in which they may become by reason of their being or having been a Director, officer or volunteer of the Association, whether or not they are a Director, officer or volunteer at the time the expenses are incurred, so long as the person acted in good faith and in a manner that they reasonably believed to be in or not opposed to the Association's best interests and, with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was lawful; provided, however, that the Association shall not indemnify any person with respect to any claim, issue, or matter as to which the person has been finally adjudged to be liable for gross negligence or willful and wanton misconduct in the performance of his duty to the Association unless and only to the extent that a court shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnification for those expenses as the court shall deem proper. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which the Director or officer may be entitled. The Board of Directors shall notify all Co-owners of payment of any indemnification that it has approved at least ten (10) days before payment is made. The indemnification rights of this Article shall always be construed to be consistent with those contained in the Association's Articles of Incorporation.

Section 2. Directors' and Officers' Insurance. The Association shall provide liability insurance for every Director and every 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. 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 to a Director or officer is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms of this Article, a Director or officer shall be reimbursed or

indemnified only for such excess amounts under Section 1 above or other applicable statutory indemnification.

ARTICLE XIV COMPLIANCE

Section 1. Compliance with Condominium Documents. The Association and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the Condominium in any manner are subject to and shall comply with the provisions of the Condominium Act and the Condominium Documents. If the Master Deed, these Bylaws, or Articles of Incorporation conflict with the provisions of any Statute, the Statute shall govern. If any provision of these Bylaws conflicts with any provision of the Master Deed, the Master Deed shall govern.

Section 2. Amendment. These Bylaws may be amended in accordance with the Condominium Act and the provisions of the Master Deed.

Section 3. Definitions. All terms used in these Bylaws have the same meaning as set forth in the Master Deed or as set forth in the Condominium Act.

ARTICLE XV REMEDIES FOR DEFAULT

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

A. Remedies for Default by a Co-owner to Comply with the Documents. Failure to comply with any of the terms or provisions of the Condominium Documents 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 or any combination of the foregoing, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-owner or Co-owners.

B. Costs Recoverable from Co-owner. A Co-owner's, non-Co-owner occupant's or guest's failure to comply with the Condominium Documents shall entitle the Association to recover from such Co-owner or non-Co-owner resident or guest the pre-litigation costs and actual reasonable attorneys' fees incurred in obtaining their compliance with the Condominium Documents, including actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations and actual costs and legal fees incurred in any court proceedings. In addition, in any proceeding arising because of an alleged default by any Co-owner, or in cases where the Association must defend an action brought by any Co-owner(s) or non-Co-owner residents or guests, including proceedings in the appellate courts, and regardless if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise, the Association, if successful, shall be entitled to recover from such Co-owner or non-Co-owner resident or guest pre-litigation costs, the costs of the proceeding and actual attorney's fees (not limited to statutory fees), incurred in defense of any claim or obtaining compliance or relief, but in no event shall any Co-owner be entitled to recover such attorney's fees or costs against the Association. The Association, if successful, shall also be entitled to recoup the costs and attorneys' fees incurred in defending any claim, counterclaim or other matter. All costs and attorneys' fees that the Association is entitled to recover or recoup from any Co-owner or their

licensees or invitees under this Section may be assessed to the Co-owner and against the Co-owner's Unit, secured by the lien on the Co-owner's Unit, and collected in the manner provided in Article II of these Bylaws.

Section 2. Association's Right to Abate. The violation of the Condominium Documents 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 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 Condominium Documents. The Association has no liability to any Co-owner arising out of its exercise of its removal and abatement power.

Section 3. Assessment of Fines. The violation of any provision of the Condominium Documents by any Co-owner or their licensees or invitees shall be grounds for assessment by the Association, acting through its Board of Directors, of monetary fines for the violations in accordance with Article XVI of these Bylaws.

Section 4. Failure to Enforce Rights. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition that 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, provisions, covenant or condition in the future.

Section 5. Cumulative Rights. 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 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 6. Rights of Co-owners. A Co-owner may maintain an action against the Association to compel enforcement of the Condominium Documents, and may maintain an action for injunctive relief or damages against any other Co-owner for noncompliance with the Condominium Documents. Even if successful, Co-owners may not recover attorneys' fees from the Association, but may recover such fees from another Co-owner if successful in obtaining compliance with the Condominium Documents.

Section 7. Limitation on Suits Against the Developer and Others Involved in the Condominium Prior to the Transitional Control Date. A person or entity shall not maintain an action against any Developer, residential builder, licensed architect, contractor, sales agent or manager of a Condominium arising out of the development or construction of the Common Elements, or the management, operation, or control of the Condominium prior to the Transitional Control Date, more than 3 years from the Transitional Control Date, or 2 years from the date the cause of action accrues, whichever occurs later. Further, notwithstanding any provisions in the Master Deed or these Bylaws to the contrary, the Association shall not levy any assessment or expend any Association funds for the purpose of funding otherwise permitted litigation against the Developer, or any of its affiliates or successors or assigns, relating to the development or construction of the Common Elements, or the management, operation, or control of the Condominium prior to the Transitional Control Date, without

first obtaining the written approval of more than 60% of all Co-owners, after first disclosing in writing to all Co-owners the exact nature of the intended proceeding, the estimated total costs of that proceeding, the estimated total time involved for the proceeding, the name, qualifications and fee schedule of counsel proposed to be chosen by the Association to prosecute the proceeding, and the name, qualifications, fee schedule and evaluations of any architect, engineer, CPA or other professional advisor chosen or hired by the Association to evaluate and establish the basis of any claim of the Association to be pursued in the intended proceeding.

ARTICLE XVI FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any provision of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its Board of Directors, of monetary fines against the involved Co-owner. The Co-owner shall be deemed responsible for violation whether it occurs as a result of their personal actions or the actions of their family, guests, tenants or any other person admitted through the Co-owner to the Condominium.

Section 2. Procedures. Prior to imposing any fine, the Board will adhere to the following procedures:

A. Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, electronic transmission, or personally delivery, to the Co-owner at the Unit address or, if designated, the address the Co-owner designates in writing.

B. Hearing and Decision. The offending Co-owner shall be provided a scheduled hearing before the Board at which the Co-owner may offer evidence in defense of the alleged violation. Except as otherwise determined by the Board, the hearing before the Board may be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 7 days from the date of the notice. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or if the Co-owner fails to appear at the scheduled hearing, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Fines. Upon violation of the Condominium Documents and upon the decision of the Board as recited above, the following fines may be levied:

FIRST VIOLATION	No fine will be levied unless the Board determines that the nature of the violation is such as to be best deterred if a fine is imposed for a first violation
SECOND VIOLATION	\$50.00 Fine
THIRD VIOLATION	\$100.00 Fine

FOURTH VIOLATION
AND ALL SUBSEQUENT VIOLATIONS

\$200.00 Fine

The Board of Directors may make changes in fine amounts or adopt alternative fines pursuant to Article VI, Section 11 of these Bylaws and without the necessity of amending these Bylaws. For purposes of this Section, the number of the violation (i.e., first, second, etc.) is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents during the time they are a Co-owner, and is not based upon violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues or in intervals as may be set forth in the Association's rules and regulations; however, no hearings other than the first hearing shall be required for successive violations if a violation has been found to exist. Nothing in this Article shall be construed to prevent the Association from pursuing any other remedy under the Condominium Documents or the Condominium Act for the violations, or from combining a fine with any other remedy or requirement to redress any violation.

Section 4. Collection of Fines. The fines levied pursuant to this Article shall be (a) assessed to the Co-owner and against the Co-owner's Unit, (b) secured by the lien on the Co-owner's Unit, (c) immediately be due and payable, and (d) collected in the manner provided in Article II and Article XV of these Bylaws.

**ARTICLE I
RESERVED RIGHTS OF DEVELOPER**

Any and 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 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 granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, as far 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 of any real property rights granted or reserved to the Developer or its successors and assignees in the Master Deed or elsewhere including, but not limited to, 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 II
SEVERABILITY**

If any term, provision, or covenant of these Bylaws or the Condominium Documents is held to be partially or wholly invalid or unenforceable for any reason, the holding shall not affect, alter,

modify or impair in any manner any other term, provision or covenant of any documents or the remaining portion of any term, provision or covenant that is held to be partially invalid or unenforceable.

**BYLAWS
RIDGEWOOD**

TABLE OF CONTENTS

ARTICLE I	ASSOCIATION OF CO-OWNERS.....	1
Section 1.	The Association.....	1
Section 2.	Purpose of Bylaws	1
ARTICLE II	ASSESSMENTS.....	1
Section 1.	Taxes and Assessments	1
Section 2.	Expenses and Receipts of Administration.....	1
Section 3.	Determination of Assessment	2
Section 4.	Payment of Assessments and Penalty for Default	3
Section 5.	Waiver of Use or Abandonment of Unit.....	4
Section 6.	Enforcement.....	4
Section 7.	Liability of Mortgagee	5
Section 8.	Assessment Status upon Sale of Unit.....	5
Section 9.	Developer's Liability for Assessments.....	6
Section 10.	Construction Liens	6
ARTICLE III	ARBITRATION.....	6
Section 1.	Arbitration	6
Section 2.	Right to Judicial Action	7
Section 3.	Effect of Election to Arbitrate.....	7
Section 4.	Mediation	7
Section 5.	Statutory Arbitration Rights between Co-owners and Developer.....	7
Section 6.	Approval of Civil Actions against the Developer	7
ARTICLE IV	INSURANCE.....	9
Section 1.	Extent of Coverage; Responsibility for Coverage	9
Section 2.	Association as Attorney-in-Fact.....	10
Section 3.	Indemnification.....	10
ARTICLE V	RECONSTRUCTION OR REPAIR IN CASE OF CASUALTY	11
Section 1.	Determination of Reconstruction or Repair	11
Section 2.	Co-owner Responsibility for Reconstruction or Repair	11
Section 3.	Association Responsibility for Reconstruction or Repair of Common Elements	11
Section 4.	Timing	12
Section 5.	Responsibility for Amounts within Insurance Deductible or Otherwise Uninsured	12
Section 6.	Indemnification.....	12
Section 7.	Eminent Domain.....	12
Section 8.	Notification to Mortgagees and Guarantors.....	14

ARTICLE VI	RESTRICTIONS	14
Section 1.	Use of Unit.....	14
Section 2.	Leasing and Rental of Units	14
Section 3.	Alterations and Modifications.....	16
Section 4.	Conduct upon the Condominium	17
Section 5.	Animals within the Condominium.....	18
Section 6.	Use of Common Elements.....	19
Section 7.	Obstruction of and Storage on Common Elements.....	19
Section 8.	Vehicles upon the Condominium	19
Section 9.	Prohibition of Certain Items upon the Condominium.....	21
Section 10.	Signs.....	21
Section 11.	Rules and Regulations Consistent with Condominium Act	21
Section 12.	Association Access to Units and Limited Common Elements	21
Section 13.	Landscaping and Decoration of Common Elements.....	22
Section 14.	Co-owner Maintenance of Unit and Common Elements.....	22
Section 15.	Application of Restrictions to Developer and Association	22
Section 16.	Cost of Enforcing Documents	23
Section 17.	Developer and Association Approvals Revocable	23
Section 18.	Developer's Enforcement of Bylaws	23
ARTICLE VII	MORTGAGES	23
Section 1.	Notification of Mortgage.....	23
Section 2.	Notification to Mortgagee of Insurance Company.....	23
Section 3.	Notification to Mortgagees and Guarantors	24
ARTICLE VIII	MEMBERSHIP AND VOTING	24
Section 1.	Association Membership	24
Section 2.	Voting	24
Section 3.	Action without Meeting	25
ARTICLE IX	MEETINGS	25
Section 1.	Place of Meetings.....	25
Section 2.	Quorum	25
Section 3.	Annual Meetings.....	25
Section 4.	Special Meetings	26
Section 5.	Notice of Meetings	26
Section 6.	Remote Communication Attendance; Remote Communication Meetings ..	26
Section 7.	Adjournment for Lack of Quorum.....	27
Section 8.	Minutes	27
ARTICLE X	BOARD OF DIRECTORS.....	27
Section 1.	Qualification and Number of Directors	27

Section 2.	Election of Directors.....	27
Section 3.	Powers and Duties	29
Section 4.	Professional Management	30
Section 5.	Vacancies.....	30
Section 6.	Removal of Directors	30
Section 7.	First Meeting of New Board	30
Section 8.	Regular Meetings.....	31
Section 9.	Special Meetings	31
Section 10.	Waiver of Notice	31
Section 11.	Quorum and Voting	31
Section 12.	Action without Meeting	31
Section 13.	Closing of Board of Director Meetings to Members; Privileged Minutes ...	31
Section 14.	Remote Communication Participation.....	32
Section 15.	Fidelity Bond/Crime/Employee Dishonesty Insurance.....	32
Section 16.	First Board of Directors.....	32
ARTICLE XI	OFFICERS	32
Section 1.	Designation.....	32
Section 2.	Appointment	32
Section 3.	Removal.....	32
Section 4.	President.....	32
Section 5.	Vice President	33
Section 6.	Secretary	33
Section 7.	Treasurer.....	33
ARTICLE XII	FINANCES, BOOKS AND RECORDS.....	33
Section 1.	Fiscal Year	33
Section 2.	Banking; Investment of Funds	33
Section 3.	Co-owner's Share of Funds	33
Section 4.	Association Records and Books; Audit or Review	33
ARTICLE XIII	INDEMNIFICATION.....	34
Section 1.	Indemnification of Directors, Officers and Volunteers	34
Section 2.	Directors' and Officers' Insurance	34
ARTICLE XIV	COMPLIANCE	35
Section 1.	Compliance with Condominium Documents	35
Section 2.	Amendment.....	35
Section 3.	Definitions	35
ARTICLE XV	REMEDIES FOR DEFAULT	35
Section 1.	Default by a Co-owner	35
Section 2.	Association's Right to Abate	36

Section 3.	Assessment of Fines	36
Section 4.	Failure to Enforce Rights	36
Section 5.	Cumulative Rights.....	36
Section 6.	Rights of Co-owners	36
Section 7.	Limitation on Suits Against the Developer and Others Involved in the Condominium Prior to the Transitional Control Date	36
ARTICLE XVI	FINES	37
Section 1.	General	37
Section 2.	Procedures.....	37
Section 3.	Fines.....	37
Section 4.	Collection of Fines	38
ARTICLE I	RESERVED RIGHTS OF DEVELOPER.....	38
ARTICLE II	SEVERABILITY	38

CHARTER TOWNSHIP OF ORION PLANNING COMMISSION



2525 Joslyn Road
Lake Orion, MI 48360
(248) 391-0304 ext. 5000

RECEIVED

NOV 02 2021

Orion Township
Planning & Zoning

APPLICATION FOR A PLANNED UNIT DEVELOPMENT

Case Number PC-2021 - 90

PROOF OF OWNERSHIP MUST BE INCLUDED IN THE APPLICATION

(Acceptable documentation includes: Warranty Deed, Quit Claim Deed, Land Contract, and Option to Purchase with a Copy of the Warranty Deed. If the applicant is not the property owner, then written authorization from the property owner must be included.)

NOTICE TO APPLICANT

The following application must be completed (**incomplete applications will be returned to the petitioner**) and filed with the Township at least four (4) weeks prior to a scheduled Planning Commission meeting in order to initiate a request for PUD Approval. Regular meetings of the Planning Commission are held on the first and third Wednesday of each month at 7:00 p.m. at the Orion Township Hall, 2525 Joslyn Road, Lake Orion.

Date November 1, 2021 Project Name Ridgewood

Applicants Name IN-SITE LLC (Daniel Johnson - contact person)

Applicants Address 3454 Ridgeline Drive

City Ann Arbor State Michigan Zip Code 48105

Phone# 847-476-9944 Fax # _____ E-Mail djohnson@in-site.us.com

Property Owner Name JMF Properties LLC

Property Owner Address 1700 West Big Beaver Road

Phone# 248-602-2220 Fax # 248-220-4636 E-Mail michael@fairview.com

Name of Firm/Individual who Prepared the plan Washtenaw Engineering Co.

Address 3526 W Liberty Road - Suite 400, Ann Arbor, MI 48103

Phone# (734) 761-8800 Fax # (734) 761-9530 E-Mail jkm@wengco.com

Please Indicate Above The Contact Person For The Proposed Project

Property Description:Location or Address of the Property 625 West Clarkston RoadSide of Street Walloon Way Nearest Cross Streets: Hemingway RoadSidwell Number(s) 0-09-15-226-006
0-09-15-226-007
0-09-15-226-008 Total Acreage 11.37

Subdivision Name (if applicable) _____

Frontage (in feet): 749.16' Depth (in feet) 660.41'(average)

*Please Attach to the Application a Complete Legal Description of the Subject Property

Zoning Classification:Subject Property R-1 (existing) PUD (proposed)**Adjacent Properties:**North R-2 South R-1East R-1 West R-1**Comprehensive Statement of Intent:**

Give a Detailed Description of the Proposed Development (Refer to Section 30.03 (A) of the Orion Township Zoning Ordinance) Please Indicate the Number and Size of the Buildings or Units Being Proposed: _____

Please refer to Attachment

ATTACHMENT
Comprehensive Statement of Intent

- The proposed Project contemplates 52 townhome style units in a Cluster Plan development with a PUD zoning designation in order to preserve many of the existing natural features on the property. The units proposed will be 2 story, 2,700 sq. ft. include a 2-car garage and situated in 12 buildings as indicated on the Concept Plan.
- The property includes a wetlands area of approximately 2 acres and over 900 trees including approximately 69 that would be considered landmark.
- The use of the Cluster Plan development approach and PUD zoning affords the opportunity to preserve the significant natural features on the property and enhance the environmental quality of the development and neighboring area.
- By locating the development envelope primarily on the west side of the property, the Concept Plan provides for the opportunity to preserve many of the site's natural features including the wetlands area and significant number of landmark trees.
- The Concept Plan proposes to incorporate "Density Credit" features outlined in the Township Ordinance including the following:
 - a. A high level of clustered development, where at least twenty percent (20%) of the PUD is common usable open space.
 - ✓ **(The Concept Plan contemplates approximately 36.4% usable open space and over 59% including all open space areas)**
 - b. The proposed plan is designated to enhance surface water quality and ground water quality.
 - ✓ **(The Concept Plan contemplates the use of roof water infiltration and rain gardens for each unit to enhance storm water management)**
 - c. Provisions and design that preserve natural features.
 - ✓ **(The Concept Plan contemplates the preservation of the wetlands, a significant number of trees including many landmark trees, will plant nearly 500 new trees and contribute to the Township Tree Fund)**
 - d. Donation or contribution of land or amenities that represent significant community benefit.
 - ✓ **(The Concept Plan contemplates the creation of a land conservation easement to preserve the wetlands area in perpetuity)**
 - ✓ **(The Concept Plan contemplates the contribution of approximately .57 acre for additional Right of Way area to the benefit of the community)**
- The proposed Project and Concept Plan proposes to include the following:
 - Total Net Property (not including ROW designation) = 10.35 acres
 - Usable Open Space = 3.75 acres (36.3%)
 - Other Open Space = 2.44 acres (23.6%) (wetlands and detention area)
 - Total Open Space = 6.19 acres (59.9%)
 - Proposed units per acre (net property) = 5.02
 - Proposed building envelopes per acre (net property) = 0.86

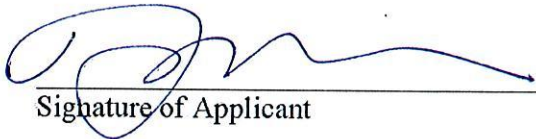
- The proposed Project would result in benefits to the user residents and the community by the preservation of a significant portion of the existing natural features on the property including wetlands and woodlands areas. The proposed storm water management details would enhance the environmental quality of the local community area as well as the proposed Project.
- The benefits gained using a cluster development and PUD flexibility would unlikely be achieved in a normal subdivision configuration where traditional single family lot configurations would imply a more significant impact on the natural features of the property.
- The proposed cluster type development and relative density of 5.02 units per acre would not under normal circumstances be considered a negative and would not have a material negative impact on public services.
- The proposed Project would not place an unreasonable burden on the subject land or property owners. The PUD would allow for flexibility to preserve natural features to a greater degree and achieve over 59% open space on the property.
- The proposed Project would not have an unreasonable negative impact upon the surrounding properties in relation to the economic impact.
- There is an existing run down vacant residential structure on the property that would be removed.
- The proposed project would provide a positive economic impact to the community through construction job creation and property tax revenue.
- The proposed project would provide new residential home ownership opportunities in Orion Township to attract new residents and retain existing residents desiring to transition from a rental to home ownership.

Eligibility Standards for PUD Eligibility Approval:

Refer to Section 30.03 (B) of the Orion Township Zoning Ordinance. Please fill out the attachment.

******4 Sets Of The Site/PUD Plan Prepared In Accordance With The Orion Township Zoning Ordinance #78, Section 30.03, Section 30.01 And Any Other Applicable Township Ordinance Requirements Must Be Included As Part Of The Application. Applicable Planning Commission Review Fees Included In Ordinance #41 Are Also Required When Submitting For PUD Approval. Please Note That Section 30.03(C)4 Also Requires A Density-Parallel Plan As Part Of The Application******

I hereby submit this application for PUD Approval, pursuant to the provisions of the Orion Township Zoning Ordinance, Ordinance #78, Section 30.03 and Section 30.01 and any other applicable Township Ordinance requirements. In support of the permit application, I hereby certify that the information provided herein is accurate and the application that has been provided is complete. As the property owner (or having been granted permission to represent the owner as to this application) and on behalf of all owners of this property, I hereby grant the Planning Commission members and Township Building Department staff permission to perform a site walk on the property, without prior notification, as is deemed necessary.


Signature of Applicant

November 1, 2021

Date

******Please Attach The Street Name Approval Form To The Application******

Charter Township of Orion Planning Commission
Eligibility Standards for PUD Approval

Section 30.03 (B)

Please provide **more** than just a "yes" or "no" answer. Use additional sheets of paper if necessary.

1. How will a PUD approval result in a recognizable and substantial benefit to the ultimate users of the project and the community?

The proposed project would result in benefits to the users, residents and the community by the preservation of significant portion of the existing natural features on the property including wetlands and woodland areas. The proposed storm water management system would enhance the environmental quality of the local community area as well as the proposed project.

2. Would such benefit otherwise be unfeasible or unlikely to be achieved?

The benefits gained by the use of a cluster development and PUD designation would unlikely be achieved in a normal subdivision configuration where the traditional lot configurations would or could imply a more significant impact on the natural features of the property. The project would remove the dated existing structures that exist on the property and improve the Clarkston Road appearance in that regard.

3. Will the proposed type and density of use result in a material increase in the use of public services, facilities and utilities, in relation to what would be permitted if the property were developed without using the PUD?

The proposed cluster type development and relative density of 5.02 units per acre would not under normal circumstances be considered a negative relative to average multi-family density ratios and would not have a material negative impact on public services.

The improved density on the property would contribute to the property tax base which supports the public services in the Township.

4. Will the proposed PUD place an unreasonable burden upon the subject and/or surrounding land and /or property owners and occupants/or the natural features?

The proposed PUD project would not place an unreasonable burden on the subject land or property owners. The PUD would allow for the flexibility to preserve natural features to a greater degree and achieve over 59% open space on the property.

-
-
-
5. Will the proposed development be consistent with the intent and spirit of the Master Plan and community?

The proposed PUD project would be consistent with the intent and spirit of the Master Plan and community in that it is a residential use (surrounded by other residential uses) with a relative density of 5.02 units per acre and a proposed open space area of 59.9%.

The proposed PUD project would provide residential home ownership opportunities in Orion Township to attract new residents and retain existing residents desiring to transition from rental to home ownership.

6. Will the proposed PUD result in an unreasonable negative economic impact upon surrounding properties in relation to the economic impact that would occur from a more traditional development?

The proposed PUD project would not have an unreasonable negative impact upon the surrounding properties in relation to the economic impact and would be similar in overall range to the current zoning. There is an existing run down vacant residential structure on the property that would be demolished and the proposed project would upon completion enhance the economic impact on the community through tax base improvements and the creation of construction jobs.

7. Does the proposed PUD contain at least as much usable open space as would be required in the Ordinance for the most dominant use in the development?

The proposed PUD project will contain 36.3% usable open space and will allow for park like site amenities including a gazebo, seating areas and pedestrian walking path in order for the residents of the project to enjoy the site's natural features, exercise or walk pets. The proposed open space would compare favorably with the guaranteed open space criteria of 15% for residential land use as referenced in the ordinance.

8. Is the proposed PUD under single ownership or control such that there is a single person or entity having responsibility for completing the project with this Ordinance?

Yes

Section 30.03 (C): Project Design Standards

1. Which of the following requirements established in the underlying district (first column), or other applicable sections of the Ordinance will need to be waived in order to grant PUD approval? Insert the proposed amount in the second column. Information should be listed separately for each phase of the development.

<u>Regulations:</u>	<u>PUD Proposal</u>
Lot Size <u>14,000 sq. ft.</u>	
Lot Width <u>100'</u>	<u>749.16'</u>
Lot Coverage <u>25%</u>	
Min. Floor Area <u>1,320 sq. ft.</u>	<u>2,707 sq. ft. (proposed per unit)</u>
Front Setback <u>40'</u>	<u>35'</u>
Side Setback <u>10'</u>	<u>35' minimum (varies)</u>
Rear Setback <u>35'</u>	<u>35' minimum (varies)</u>
Height <u>30'</u>	<u>30' maximum (2 stories)</u>
Parking <u>Section 27.04</u>	<u>104 (2 per unit) + 19 visitor</u>
Loading <u>Section 27.04</u>	<u>N/A</u>
Fencing <u>Section 27.05</u>	<u>N/A</u>
Landscaping <u>Section 27.05</u>	<u>Section 27.05 (see plan)</u>
Setback For Side Yard Entry Garage <u>30'</u>	<u>N/A</u>
Other _____	_____

- 2 Does the project have adequate:

- Perimeter setback and berming? Yes
- Thoroughfare design? Yes
- Drainage design? Yes
- Utility design? Yes
- underground utilities? Yes
- Insulation of the pedestrian circulation system from vehicular thoroughfares and ways? Yes
- Achievement of an integrated development with respect to signage, lighting, landscaping and building materials? Yes

-Noise reduction and visual screening mechanisms (particularly where nonresidential uses adjoin off-site residentially zoned property)? Yes

Know what's below.
Call before you dig.

BOUNDARY & TOPOGRAPHICAL INFORMATION BY:
STONEY ENGINEERING GROUP, LLC DATED 12-5-18
AND PROVIDED BY CLIENT. METS AND L&L.

PREPARED BY JOSEF 52559

SCALE

0 20 40 80

SCALE: 1"=40'

REVISIONS - 2021-12-14 REVISED PRELIM P.U.D.
2022-5-6 UPDATED SITE PLAN, 11-18-2022 FINAL PUD SITE PLAN

EXISTING 2 FOOT CONTOUR
EXISTING 10 FOOT CONTOUR
WETLAND LIMIT
WETLAND FLAG NUMBER (FLAGGED BY
FISHING & MARSH/COAST ENVIRONMENTAL)

LEVEL	1	EXISTING STORM
RIDGE	2	EXISTING SANITARY
NOBITE	3	EXISTING WATER
	4	EXISTING GAS
	5	EXISTING ELECTRIC
VAL P	6	EXISTING TELEPHONE

LEGEND

○	LIGHT POLE	SPOT ELEV.	TC	TOP OF CURB
○	UTILITY POLE	POST	TW	TOP OF WALL
○	GUY ANCHOR	GATE VALVE	○	MANHOLE
○	HYDRANT	○	○	CATCH BASIN
		→	→	END SECTION
		→	→	→



OHIO LAND-USE SOIL SURVEY CLASSIFICATION—

5B	SPINKS LOAMY SAND, 0 TO 6 PERCENT SLOPES
27	HOUGHTON AND ADRIAN MUCKS
31B	METEA LOAMY SAND 0 TO 6 PERCENT SLOPES
31C	METEA LOAMY SAND, 6 TO 12 PERCENT SLOPES
67B	ORWAS LOAMY SAND, 0 TO 6 PERCENT SLOPES
67C	ORWAS LOAMY SAND, 6 TO 12 PERCENT SLOPES
*****	SOILS BOUNDARY

SOILS ARE BASED ON USDA SOIL SURVEY MAPS.

BENCHMARKS: _____

FROM RTK OBSERVATION)

ARROW ON FIRE HYDRANT SOUTH SIDE OF W. CLARKSTON
1st--FRONT OF 525 W. CLARKSTON ROAD.

ELEVATION 1017.5

3472
SET PM NAIL IN WEST FACE OF TREE NUMBER 325.

ELEVATION: 1005.96

M3
SET 6K NAIL IN NORTH FACE OF UTILITY POLE AT THE EN

DRIVEWAY TO 625 W. CLARKSON ROAD.
ELEVATION: 1009.45

1994

SET IN NAIL IN SOUTH FACE OF UTILITY POLE ON THE N. E. CORNER OF W. CLARKSTON ROAD, 70 FEET EAST OF 705 W. CLARKSTON ROAD. 1988.

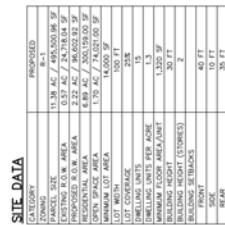
11501: INDIANAPOLIS

TC = TOP OF CURB

SPOT ELEV. TW = TOP OF WALL

○ = MANHOLE
 □ = CATCHBASIN
 N = POST
 G = GATE VALVE

NOTES: \rightarrow SIGN \rightarrow END SECTION



81

BOUNDARY & TOPOGRAPHICAL INFORMATION BY:
 Stanley Kaufman, Ph.D., I.C.P.A. #A-1076, U.S.-C.A.

PREPARED BY Spence

SCALE

0 20 40 80

REVISIONS - 2021-12-14 REVISED PRELIM P.U.D.
2022-5-6 UPDATED SITE PLAN, 11-18-2022 FINAL PUD SITE PLAN

100' = EXISTING 2 FOOT CONTOUR
 100' = EXISTING 10 FOOT CONTOUR
 --- = WETLAND LIMIT
 812 = WETLAND FLAG NUMBER (FLAGGED BY

EXISTING STORM	1	GRVEL
EXISTING SANITARY	5	FENCE
EXISTING WATER	5	CONCRETE
EXISTING GAS	5	
EXISTING ELECTRIC	5	

LEGEND

○	= LIGHT POLE	TC	= TOWER
□	= UTILITY POLE	TW	= TOWER
●	= GUY ANCHOR	○	= SPOT ELEV.
⊗	= GUY ANCHOR	□	= POST
⊗	= GUY ANCHOR	⊗	= GATE VALVE

OAKLAND COUNTY SOIL SURVEY CLASSIFICATION
 15B — SPINKS LOAMY SAND, 0 TO 6 PERCENT SLOPES
 27 — HOUGHTON AND ADRIAN MUCKS
 31B — META LOAMY SAND 0 TO 6 PERCENT SLOPES
 31C — META LOAMY SAND, 6 TO 12 PERCENT SLOPES
 37B — ORWAS LOAMY SAND, 0 TO 6 PERCENT SLOPES
 37C — ORWAS LOAMY SAND, 6 TO 12 PERCENT SLOPES
 67C —
 — SOLS BOUNDARY
 SOILS ARE BASED ON USDA SOIL SURVEY

BENCHMARKS: (NAVD-88 DATUM)

SMIT:
 LAWN ON FIRE HYDRANT SOUTH SIDE OF W. CLARKSTON
 --FRONT OF 625 W. CLARKSTON ROAD.
 FROM RTK OBSERVATION)

ELEVATION: 1017.3

BM 3
ELEVATION: 1008.96
SET BACK IN NORTH FACE OF UTILITY POLE AT THE EN

5094
SIDEWAY TO 625 W. CLARKSON ROAD.
ELEVATION: 1009.45

SET PK NAIL IN SOUTH FACE OF UTILITY POLE ON THE N
OF W. CLARKSTON ROAD, 70 FEET EAST OF 705 W. CLAR
ELEVATION: 1015.11

TC = TOP OF CURB
TW = TOP OF WA

POLE	0 = POST	0 = MANHOLE
CHOR	0 = GATE VALVE	0 = CATCHBASIN
7	→ = SIGN	0 = END SECTION





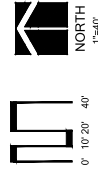
Title: Landscape Plan

Project:	Ridgewood Orion Township, Michigan
Prepared for:	IN-Site, LLC 3454 Ridgeline Drive Ann Arbor, Michigan 48105

Revision:	Issued:
Review	November 1, 2021
Submission	December 13, 2021
Revised	May 6, 2022
Revised	November 18, 2022

Job Number: 21-073

Drawn By: Checked By:



Sheet No. _____

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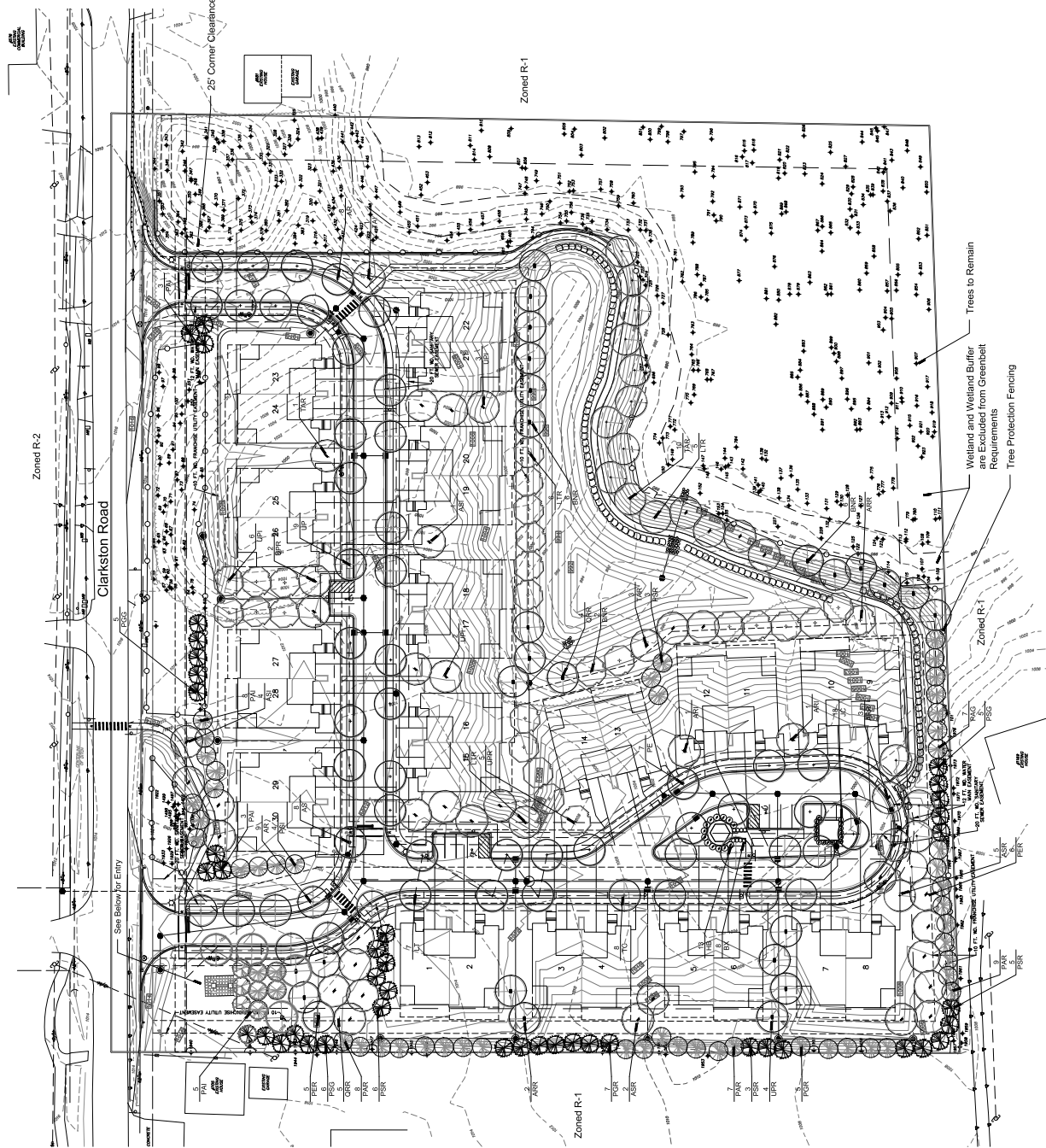
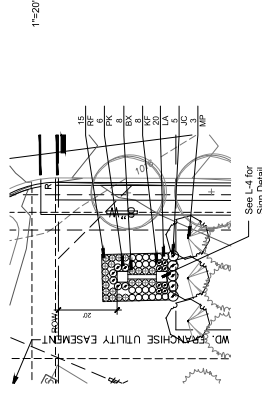
Landscape Summary

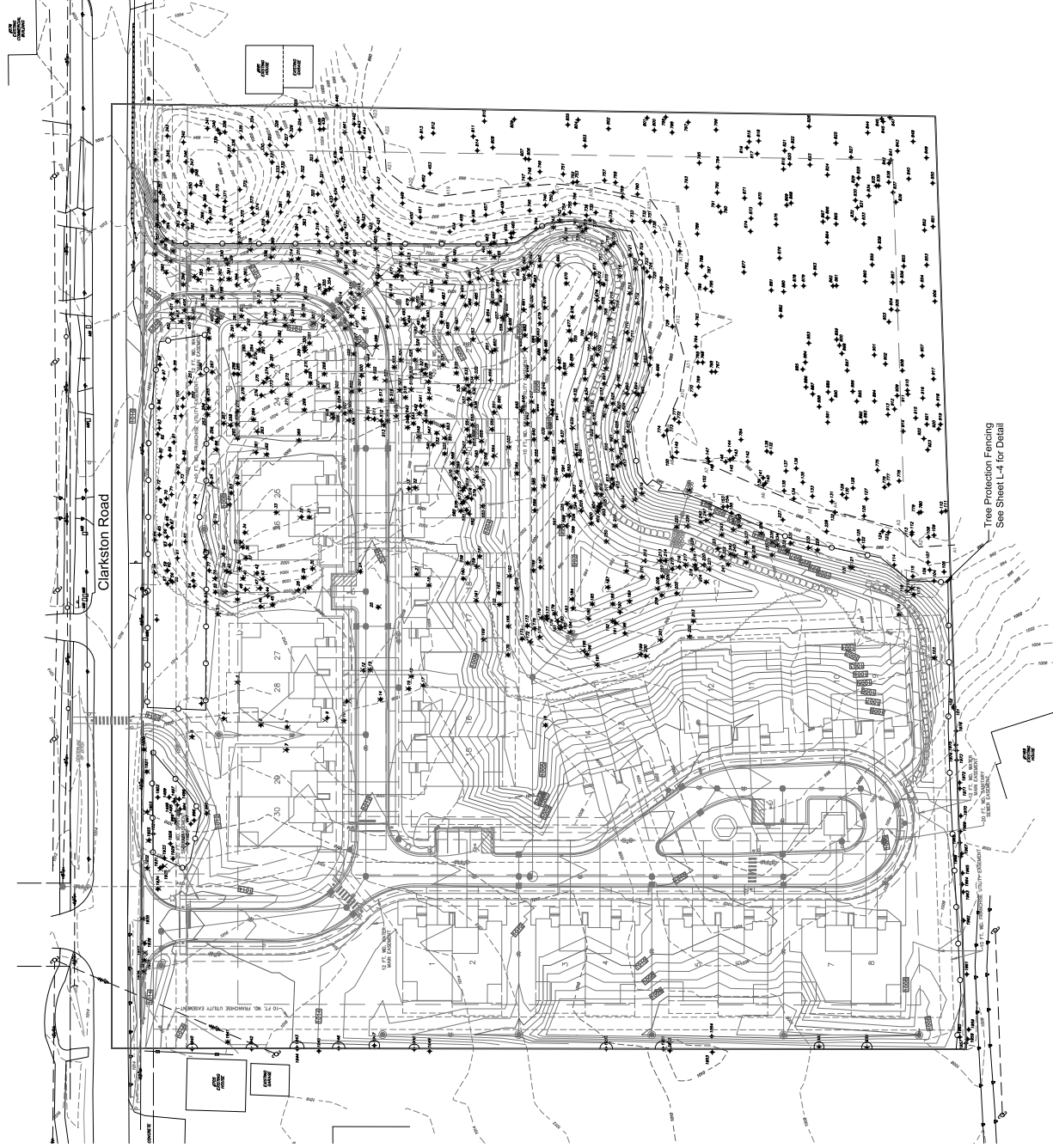
General Landscaping		Greenbelt and ROW Areas	
Net Site Area	450,580 s.f.		
Less Wetland and Buffer	88,707 s.f.		
Net Site Area	361,873 s.f.		
Net Site Area	171,161 s.f.		
Trees Required	574 Trees (171,161 / 3,000)		
Trees Provided	104 Trees (104 Existing Trees Located Outside of Wetland, Greenbelt and ROW Areas)		
Greenbelt - West and South			
Greenbelt Length	987 ft. (Net Wetland and Buffer)		
Trees Required	33.9 Trees (987 / 300)		
Trees Provided	33 Trees (16 Existing)		
Greenbelt - Clarkson Road			
Greenbelt Length	749 ft.		
Trees Required	24.9 Trees (749 / 30)		
Trees Provided	25 Trees (20 Existing)		
Street Frontage	2,770 ft.		
Street Trees Required	55.4 Trees (2,770 / 50)		
Street Trees Provided	56 Trees		
Wetland Replacement			
Total Replacement Required	121 Trees, 2.0" Deciduous or 6 Evergreen		
Trees Provided	42 Trees, 2.0" Deciduous or 6 Evergreen		
Trees Paid into Tree Fund	79 Trees (121 - 42)		

Plant List

[illegible]

Entry Plan





Seal:



Title:
Woodland Plan

Project:
**Ridgewood
Orion Township, Michigan**

Prepared for:
**IN-Site, LLC
10000 Woodward Drive
Ann Arbor, Michigan 48105**

Revision:
Review
Submission
Revised
Revised

Issued:
November 1, 2021
December 13, 2021
November 18, 2022
November 18, 2022

Job Number:
210373

Drawn By:
jps

Checked By:
jps

0' 10' 20' 40'



Sheet No.

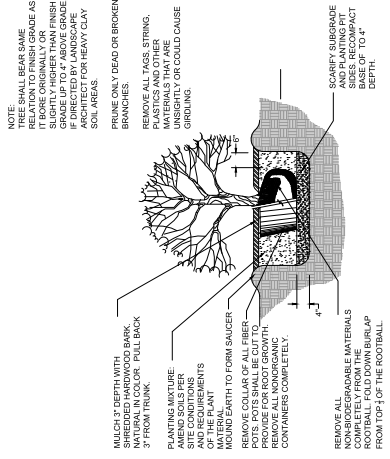
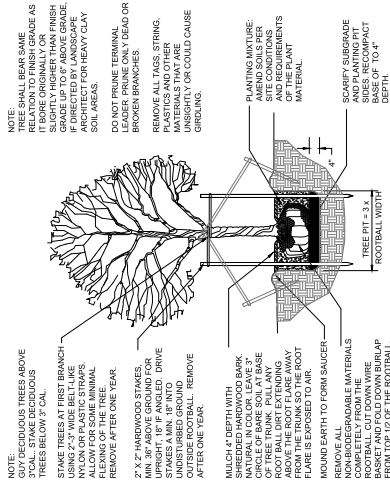
L-2



ALLENDESIGN
LAND PLANNING / LANDSCAPE ARCHITECTURE
557 Carpenter
Northville, Michigan 48167
e, jae@alldesignwest.com
t, 248.467.4468

[illegible]

Know what's below.
Call before you dig.



Title:

Landscape Details

Project

Ridgewood
Orion Township, Michigan

Prepared for:

IN-Site, LLC
3454 Ridgeline Drive
Ann Arbor, Michigan 48105

Revision: Issued:

Review	November 1, 2021
Submission	December 13, 2021
Revised	May 6, 2022
Revised	November 18, 2022

Job Number:

21-073

Drawn By:

Drawn By: CH

Sheet No.

L-4



SHRUB PLANTING DETAIL

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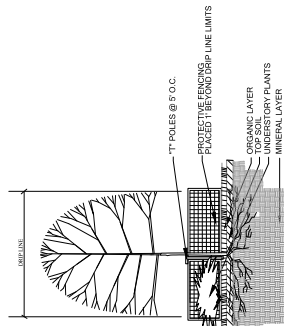
LANDSCAPE NOTES

- [illegible]

EVERGREEN TREE PLANTING DETAIL

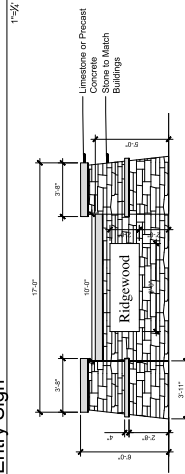
Not to scale

TREE PROTECTION DETAIL



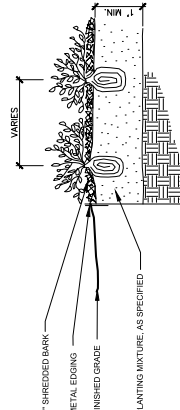
- [illegible]

Entry Sign



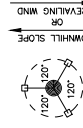
DECIDUOUS TREE PLANTING DETAIL

Not to scale



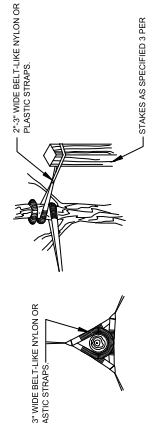
PERENNIAL PLANTING DETAIL

Not to scale



- NOTE:**
ORIENT STAKING/GUYING TO PREVAILING WINDS, EXCEPT ON SLOPES GREATER THAN 3:1 ORIENT TO SLOPE.
USE SAME STAKING/GUYING ORIENTATION FOR ALL PLANTS WITHIN EACH GROWING OR AREA.

STAKING/GUYING LOCATION



STAKING DETAIL

TREE STAKING DETAIL

Not to scale

Sheet Size - 24x36
DATE: 11/15/2022
PROJECT: RIDGEWOOD
SHEET: A-1

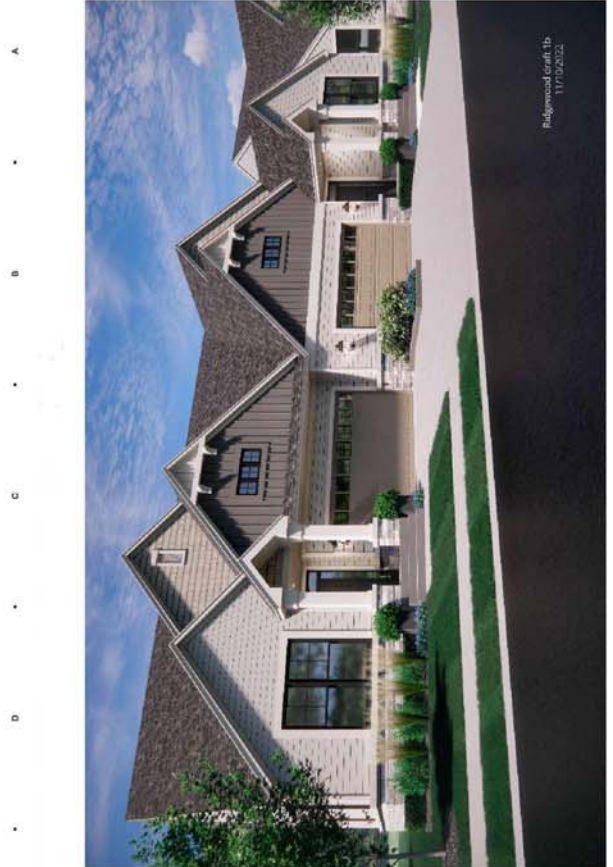
HOBBES + BLACK
ARCHITECTS
100 N. State St.
Ann Arbor, Michigan 48104
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RIDGEWOOD
MULTI-FAMILY HOME
PLANNED UNIT DEVELOPMENT
300 N. State St.
Ann Arbor, Michigan 48104
PROJECT: 21-816

CONSULTANT

BUILDING
IMAGE AND
FLOOR PLAN

SHEET TITLE
21-816
PROJECT NUMBER
A-1
SHEET NUMBER



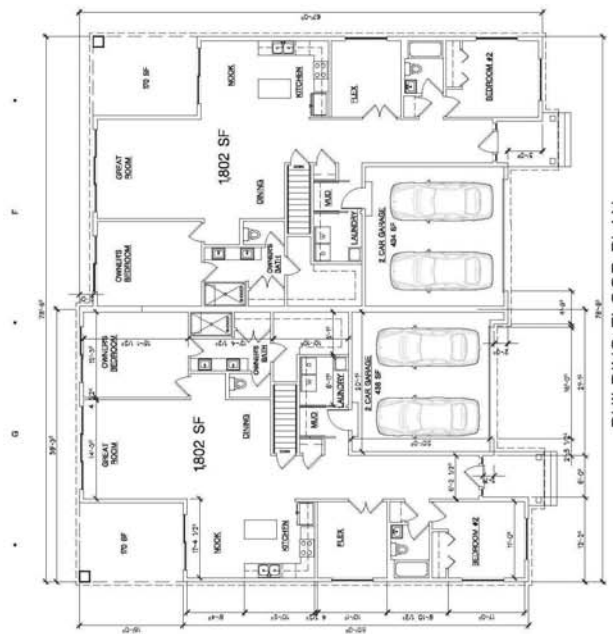
EXTERIOR MATERIALS AND FINISHES

Stone masonry foundation base (typical all units)

Color Palette Options:

- Exterior Siding: Light Gray, Dark Gray, Brown, Green, Blue, Yellow, Orange, Red, Purple, Pink, White, Black.
- Roofing: Dark Gray, Brown, Green, Blue, Yellow, Orange, Red, Purple, Pink, White, Black.
- Interior Siding: Light Gray, Dark Gray, Brown, Green, Blue, Yellow, Orange, Red, Purple, Pink, White, Black.
- Interior Finishes: Light Gray, Dark Gray, Brown, Green, Blue, Yellow, Orange, Red, Purple, Pink, White, Black.

COLOR PALETTE OPTIONS



**CHARTER TOWNSHIP OF ORION PLANNING COMMISSION MINUTES
PC-2021-90, RIDGEWOOD PUD CONCEPT
JOINT PUBLIC HEARING WITH THE BOARD OF TRUSTEES
WEDNESDAY, JANUARY 5, 2022**

The Charter Township of Orion Planning Commission held a joint public hearing with the Board of Trustees on Wednesday, January 5, 2022, at 7:05 p.m. at the Orion Township Municipality Complex Board Room, 2323 Joslyn Road, Lake Orion, Michigan 48360.

PLANNING COMMISSION MEMBERS PRESENT:

Scott Reynolds, Chairman	Don Walker, PC Rep to ZBA
Don Gross, Vice Chairman	Joe St. Henry, Secretary
Kim Urbanowski, BOT Rep to PC	Jessica Gingell, Commissioner

PLANNING COMMISSION MEMBERS ABSENT:

Derek Brackon, Commissioner

BOARD OF TRUSTEE MEMBERS PRESENT:

Chris Barnett, Township Supervisor	Mike Flood, Trustee
Donni Steele, Treasurer	Julia Dalrymple, Trustee
Kim Urbanowski, Trustee	Penny Shults, Township Clerk

BOARD OF TRUSTEE MEMBERS ABSENT:

Brian Birney, Trustee

CONSULTANTS PRESENT:

Rodney Arroyo, (Township Planner) of Giffels Webster
Matt Wojciechowski (Township Planner) of Giffels Webster
Mark Landis (Township Engineer) of Orchard, Hiltz, and McCliment, Inc.
Tammy Girling, Township Planning & Zoning Director

OTHERS PRESENT:

Thomas Allen Martelle	John Hofer
Cheryl Hofer	Ben Puraj
Mike Thomas	Tom Williams
Marilyn Hester	Mike Howard
Josh Sawicki	Ken Gutelius

The Board of Trustees opened their Special Meeting at 7:05 p.m.

Chairman Reynolds invited the applicant to make a presentation.

Mr. Daniel Johnson with In-Site, LLC presented.

Mr. Johnson said they did have a pre-app meeting last summer with the Township representatives, and consultants and they took that input into what they are going to describe. More recently they received various review letters from the consultants and have taken those into account. Given the postponement from the December 2021 meeting, they were able to incorporate several of the OHM comments.

Mr. Johnson stated that they refer to this project as Ridgewood it is on Clarkston Rd. south side, 625 W. Clarkston. One of the driving reasons for the project is the housing shortage and that is not a surprise to anyone here. Zillow in November indicated that the housing situation is quite tight. Similarly, Oakland Press, Tribune, earlier last year had the same headlines. National Publication referred to as Urban Land which is written for many real estate professionals and people in the planning world reiterates that need as well. Every year Harvard University does a housing study that incorporates projections, and demographics for the housing, and in 2021 they reiterate this particular issue with the housing shortage

and it is getting worse as time goes on. He added that part of that study talks about demographic trends, and the population growth is going up but the share of the demand for household growth is really under 35 so you start to see the millennials coming into the picture in terms of housing needs and ownership. In the Wall Street Journal, it said that millennials are supercharging the housing market. They have a combination of things going on in terms of demographic changes, empty nesters coming in as well. SEMCOG which is a publication that is referenced in their Master Plan shows regional growth for southeastern Michigan and underlining there is a population growth expected.

Mr. Johnson stated that they looked into their Master Plan, and he knew that it was going through a review right now. He did pull a few things from the 2015 Master Plan for reference when they started to look at this project. He added that the Executive Summary referenced a community goal is provide a variety of high-quality housing types at a range of density and lot sizes. That was one of the "q's" that they took in putting this proposal together. In terms of the next point would be to encourage alternative housing styles. They referenced empty nesters here condominiums but also attached single-family dwellings.

Mr. Johnson stated getting into ordinance exerts again referencing alternatives to traditional subdivisions encouraging innovation and flexibility in land use, and encouraging a less sprawling form of development. Those were all keys that they took in terms of putting this proposal together.

Mr. Johnson said a couple of specific points from the Master Plan about Future Land Use. Within the proximity to the site or the location of the property, they have single-family medium high-density use that is planned for immediately across the street. In general, commercial uses about a quarter mile to the east on Clarkston. There are some other things going on that would be considered higher-density in nature.

Mr. Johnson showed the Board an aerial photo. He pointed out the western portion of the property is primarily open space and then as they go to the SE there is a wetland area. The use to the west is partially used and Clarkston Rd. is on the north. There are three parcels that comprise the site. The site generally falls from north to south or north to southeast. He showed the Board photos of the property they were taken in late November before the leaves fell. He showed them the existing structure that is on Clarkston immediately to the west of the property, a neighboring property photo.

Mr. Johnson said at the pre-app meeting in the summer they came with a concept plan and they got input from the Consultants and from the Township Officials. Three main things came out of that discussion, there were others but primarily three that would affect planning. One was that the Fire Department suggested/requested another access point onto Clarkston. Two more of a visitor parking inclusion in terms guests that would be visiting the neighbors. Three was an architectural component of the plan, within their ordinance there are considerations for garage frontage and elevation setback ordinance requirements, they will take those into account when they get into the architecture. He said that they incorporated those things, to begin with, and in doing that the number of units was reduced.

Mr. Johnson said when they got comments in November from both consultants, and from OCRC, there was a comment to do an alignment change for the west entrance, so they incorporated that. They eliminated one of the buildings that were located at the NE corner.

Mr. Johnson showed the Board the concept site plan. He said they tried to take full advantage of the western portion of the site which was primarily open in terms of land area. He said in the very lower righthand corner or SE corner was a wetland area there which is preserved. The units are a combination of four or five townhouse-type units that are located around the site. In all cases, they have greenbelts that are along the west property line, the south property line to the extent that there are new constructions, and then across the north property line, the east property line is pretty much natural existing. Respecting the neighbors, wetland, and the environment that is there.

Mr. Johnson said in terms of some of the site design amenities, they have incorporated a walking path along the south side adjacent to the wetland areas as a natural feature for the future residents of the

development. The meandering walking path was a site feature, a gazebo element that kind of ties to that condition.

Mr. Johnson noted that in terms of the architectural concept this speaks a little bit to the ordinance requirement for the garage elevation offset. It is a combination of the front door being located 5-ft. in front of the garage doors, and then beyond that, there is a porch covering. The ordinance refers to that at least for 50%, they have done it for 100% of the units.

Mr. Johnson said with respect to stormwater considerations it is a big deal. Recently, your community adopted the new Oakland County Standards for that. They have incorporated that into the design that they have proposed for the stormwater and their consultants can speak to that. Basically, the new standards have been incorporated and are contained in the proposal.

Mr. Johnson said that environmental considerations are a big deal in many communities including theirs. Using stormwater best management practices or BMP's as they are referred to, those generally are contained within Oakland County Standards, focus on infiltration, and planting to accomplish those things, infiltration rain gardens are proposed. The project would provide for planting over 325 trees as part of the impact of the project, and in addition to that, as they go through the calculations on the planting that would also involve a contribution for 98 trees for the community. They are proposing to use LEED Certification for the buildings/units, or the townhouses. That features a whole range of things like water-saving plumbing features, high-efficiency HVAC systems, insulation, and appliances. Also providing EV connections in each townhouse unit for the future use of electric vehicles coming to the market.

Mr. Johnson said with respect to traffic which is always a consideration for these projects, he showed the Board a summary of the excerpt that was on the submission, indicating that it would not contribute significantly and would not propose a negative impact to Clarkston and Lapeer. If they look at their ordinance given the volume that was straight out on the submission in detail, doesn't really trigger a TIS or a Traffic Impact Statement unless the Planning Commission were to request the same. There was a reference to the lefthand turn warrant analysis by the Road Commission and by OHM, and they would intend to do that following any action tonight going in and have that analysis done which involves doing traffic counts. If the lefthand turn lane is required then they would incorporate that into the Clarkston Rd. right-of-way.

Mr. Johnson added that the west location shift was updated as a result of the comments that they received.

Mr. Johnson said within their ordinance refers to optional provisions for a concept plan and in the context of density credit provisions. There are various points within the ordinance and they have attempted to address those as they have gone through the project. For example, there are at least 20% of the PUD is a common use of open space, which would be technically something that would be considered as a density credit. In the case of their proposal, their engineers have calculated that 38% usable open space if they factor in the other open areas in 62% for the whole project.

Mr. Johnson said as he had mentioned earlier the Oakland County Stormwater design guidelines have been taken into account and again that focuses on BMP's for the stormwater management system.

Mr. Johnson said that preserving natural features they have attempted to do that with the preservation of the wetlands, the significant number of trees including many landmark trees that are located there, and as he mentioned earlier planting over 325 trees and contributing to the Township Tree Fund.

Mr. Johnson said that in terms of land amenities that would represent a benefit to the community they contemplated the creation of the land conservation easement to incorporate the wetland areas into perpetuity. Then there would be some right-of-way on Clarkston Rd. that would be dedicated back to the Township or the right-of-way.

Mr. Johnson stated in terms of the metrics of the site he would focus on the units/acre on a net property basis is less than five. The walking path that they have proposed is almost 1/3 of a mile long. The open space if they take all it into account is over 62% which they believe is pretty significant.

Mr. Johnson said what are the considerations that they look for in terms of the project. Of course, he mentioned the millennials entering the market, these are demographic changes. There is a work-from-home trend as a result of the pandemic, and empty nesters looking for smaller, low-maintenance locations, all those types of things, that empty nesters look for.

Mr. Johnson stated from a marketability standpoint these are considerations in terms of inventory levels are very low from a housing standpoint, affordability, and supply and demand implications all tie into all of that.

Mr. Johnson said from the community benefit standpoint they tried to summarize what they thought were the key things. Number one is being responsive to some of the Master Plan objectives that they saw in their 2015 Master Plan. It provides further housing options for the Township, over 6-acres of open space and land conservation, the stormwater management system, the contribution to the tree fund. They would consider a proportional monetary contribution to the community pathway system relative to the size of their project. The dedication for the street right-of-way, the job creation that comes along with these kinds of projects, and then generally responsive to the housing shortage that the communities are experiencing in southeastern Michigan.

Chairman Reynolds asked if there was anyone from the public that would like to speak?

Mr. Mike Howard, 606 W. Clarkston Rd., directly across the street from this new improvement here. He said they are already putting in a subdivision over on Bald Mountain Rd. behind Meijer. Now they have the Meijer's thing coming in and they have this. The increase in traffic with just Meijer alone coming down Clarkston is going to be an awful lot. Since they got that road paved a few years ago the traffic has been miserable it has been fast, nobody goes 45 or 50 MPH down there. He has seen kids set up their motorcycles on their back wheel, or some guys that come around that curve from Elk Lake there and, they just nail it. This to him is going to be more traffic, it doesn't look like there is going to be traffic control, as the one exit where Fairledge Rd. comes out he thought where they just added that exit or moved it down. Is there going to be traffic control at that light? That is the thing that concerns him. He asked if this was a senior citizens townhouse development, or is it a family development where they would have kids there and to grow their community and have people grow up in the community instead of just moving here and finish their last years? It is a nice community he moved out here, he coached wrestling at a couple of other schools and he has gotten to know the area here and he really enjoys it. They do have a lot of emergency traffic coming down Clarkston Rd. He didn't know why that was, he thought that there was Fire Department but usually 2-3 of those vehicles coming down at high-speed. He was concerned about the number of people and the new traffic especially with Meijer coming in because they are going to have more people come eastbound on Clarkston than they have now. If they get Meijer and he thought it was 90,000-sq. ft. he thought that was a pretty big grocery store. The farthest they go now is to Kroger it was great having Hollywood there but that is gone. He thought that traffic control was going to be the biggest important thing there. Getting in out and traffic is difficult some mornings anyway except before COVID because everyone is going to work, now there are not as many people going to work but it is still difficult at times to get out there. He would ask that they take that into consideration. He asked, how many families would there be in there? Will it be two cars/family at 50 units is 104 cars going to be coming in and out of there or is this going to be families with teenagers and then add another 50-75 cars. He thought that would be a lot of cars dumping out of two sections because there is no other way in that area to go a backdoor.

Mr. Josh Sawicki 1169 Hemmingway Rd. directly south of the Planned Unit Development. When he showed the Board the picture directly south, he was that house with a red roof. That is where he and his

wife Caroline live with their two young children. He was there to tell them why he was against this and his personal feelings on it. He stated that in their area, and he knew for sure that on Fairledge they are not allowed to build on more than 25% of their property. They are at 38.8% of the buildable land is going to be used. He didn't think that was fair. He knew that there was a guy on Merritt who had to take his roof off to take it down two inches to be to code. If they are going to do that to someone that is going to be right across from where this unit is he didn't think it was fair that he can only build on 25% of my land but they are going to common build on 38.8% of this land. He said there were 10 multi-unit developments in Orion Township, there is not a single one that is contingent on a residential-1 (R-1) zoning, not one, this development has two. He said he was not against progress he understood that it had to be developed and things had to be done, not this though. If they want to do a bunch of storage units and zone it commercial and have it secure, that is fine. To piggyback off the traffic, that is a safety concern as well for all of them that live around there. Changing the grade of that swamp, he personally sees there are probably 50 turkeys that live back there. They are talking about conservation, he didn't know if a retention pond and putting in 50 units with 50 people, people bring garbage they bring different things. He didn't know if there was really a conservation angle to this. They talked about the traffic on Hemmingway. Directly to the east is not all commercial zoning, it is directly to the east. This would be the only development not only with (1) him, but his neighbor down (2), this person directly to the east is zoned residential-1 (R-1). If you look at all the rest of the developments in Orion Township there are not even residential ones across the street. If they take that into account, they have this development is now going to be covered on three sides with residential-1 (R-1) areas. That is a major concern, he didn't think that was fair to them that buy and pay taxes, and what to live in residential-1 (R-1) areas to have a huge 50 units coming in on more than it is supposed to be. If, God forbid this was to go through one thing that he would personally ask the developer and anyone else there give them more space of coming back. The second design was better, and he asked that there is either a concrete wall 8-ft. high or some type of berm that is going to block noise, and with softwood trees that are not going to be like 2-ft., 6-ft. live trees that are going to be a buffer.

Ms. Cheryl Hoffer, 1195 Hemmingway Rd. said she is not opposed to new development her family has been in this area since 1939. Properties along Clarkston and the surrounding areas have single-family large lots. The townhomes that they want to go up is not inclusive it doesn't fit the area. Traffic flow is already heavy at times. Hemmingway now is used as a fast shortcut from Clarkston, she used to walk it, she doesn't walk it anymore. Her sister lives across from Basketball America she looks out, traffic is backed up from the light at M24 all the way back there and that is a distance. The area is also abundant with wildlife, she has tree frogs, Michigan blue tail lizards, sandhill cranes, wild turkeys, turtles, too many birds to mention. She believed that the zoning would hurt this. She believed that single-family homes are more suitable for this area.

Ms. Marilyn Hester 1207 Hemmingway stated that she was the neighbor south of Mr. Josh Sawicki. She said that they have a lot of wetlands. They have the water table and runoff from Clarkston Rd. that comes into their backyard that they own the whole swampland/pond/natural preserve, whatever they sold the Walden Woods subdivision on. They have been there since 1996 and that pond has always been there. They are concerned it is going to become a river with all the water drain-off from the roofs. She knew that there was going to be water retention but she was concerned that they are going to have a river coming from Clarkston Rd. all the way down through Casemer Rd. through her backyard she is really concerned about that water. She was worried about her well, and what that impact is going to have. They are all on wells in that area, they are not on city water, they were told that they will probably be the last people to get city water through there. The surrounding area is single-homes and they are all residential, this is not characteristic of what is around. They want to see people that take pride in their yards grow gardens, and this development doesn't have that opportunity for people to have gardens, plant flowers. They are going to have this really beautiful landscaping but it is not going to be homes like currently exist right now. This probably will impact the wildlife they had a coyote on their frozen pond today and it is so natural back there and they love their property. Also, in the presentation, they are doing all of these contributions what about for the fire and police, are they going to need to increase that? He didn't think that there was a fire station close enough if there should be a disaster in that place. Even in their homes, they have a hard time

coming down the road and getting to their places with the traffic. The traffic will be impacted very much. She hoped that they would leave it single-family dwellings and not this big building.

Mr. Tom Williams 1160 Hemmingway, 1180 Hemmingway, 1198 Hemmingway, and 1212 Hemmingway. When there is a problem on M-24 the traffic backs up on Hemmingway so far it is a half-mile of people bumper to bumper trying to get onto Clarkston Rd. For him, it is a 15-20-minute wait. He is on a dirt road and to leave his driveway to go to Clarkston Rd. it is a 15-20-minute wait just to get out there. This development is not going to help that at all. He has lived here for 62 years and he has been around the community a while. The last time when they put those apartments up on Casemer and M-24 the police log of cops having to go up there all the time is crazy. He looks at the newspaper, this seems awful close for their small community he really didn't want it in his neighborhood. He has 40-acres and there are no multiple dwelling homes in that area. They are all single-family residential-1 (R-1) and he didn't think it was right to change it he thought it should stay (R-1). After 62 years he would hate to see it change.

Ms. Patricia Hamilton 719 Fairledge and has lived there for 50 years. They were the ones that had to pave the road but being Fairledge it is the first street that goes straight through from Clarkston to Heights so they get all those people tearing through there now. Their driveway is directly across from Heights Rd. They have handicapped children on this street, and a lot of the neighbors are out walking their dogs, the kids are riding their bikes. What is this going to do to these kids? How safe is this to have 100 or more cars? They are going to fly through there, they do now, it is already a cut-through for everybody. For them to get off of Fairledge onto Clarkston Rd. sometimes they have to wait for 5-10-minutes to make a lefthand turn to go to M24 now. What is going to happen then? She is not against development houses would be fine but 50 buildings are a bit much. It is going to put too much traffic and be too dangerous to these children.

Mr. Tom Martelle 1128 Walloon Way, just recently moved here, he and his family moved in at the end of 2019 early 2020. They have been blessed to have a very nice community to come into and thrive. When they got this information passed out to them it kind of caught them off guard because when they first came into the area and they did some exploring they realized that they thought it was a very nice serene secluded area, they have a lot of woods and waters that kind of kept them away from the city but still had that hometown feel to it. One of the things that they had done was they walked around the entire sub and they had noticed that there were many lots that are not even developed in the rear part of that subdivision. He didn't know the history or the story behind that, and he is for progress. He asked why are they even considering building new buildings when they have yet to address these eyesores and these eye blights sit in the back of their current facility that poses not only blight but it is also a health concern for his 6- and 4-year-old, who are often are out there playing in the pile of woods and things like that. Another concern that he had was the watershed. His property is adjacent to the low land, the protected water land, he would like to know what type of guarantees are afforded to them to prevent any incidental damage caused by flooding that could potentially take place if they were to get too much water into their facility. He stated that he saw the plans they look beautiful but it does look like they have a lot of hard surfaces, a lot of high albedos which could certainly impact the way that the new development would impact their way of life in the community. In addition to the wildlife, his wife has a hobby of trying to catalog everything that they see. They have numerous wildlife, they have seen the fox, the coyotes, deer, turkey, wood duck, where would all of these go? Where is the home of the plan for these people if they relocate them somewhere else to a different area? His concern would be let's find a better spot he is not against progress he thought that they need to continue to develop the community he just didn't think that this specific location is the right one at this time.

Secretary St. Henry stated that they had four letters submitted from a Kate Erdman, Raymond Grech, Rocky Stout, and Neal Porter who owns Vet Products of Michigan. They are all opposed to the development for many of the reasons that were brought up by the public over the last ½ hour.

Vice-Chairman Gross asked how they arrived at 50 units on the site? It doesn't seem to correlate to anything.

Chairman Reynolds stated that he echoed a couple of those concerns himself on the density. Obviously, they want to be respectful of adjacent zoning, especially when they are larger properties in residential (R-1).

Trustee Shults asked if they could give the public benefit that they are providing? She asked Planning & Zoning Director Girling regarding the Master Plan what is it zoned for in that area? She asked when they lined up the driveways was that the recommendation of the Road Commission to do that and what had they thought of the traffic that it would bring to the area? What is the market value for each unit and are they intending to sell them or will they be renters?

Trustee Flood asked if the traffic study would be required? Is the sewer lift station going to have to be put in? What is the compatibility with the current (R-1) zoning, how many houses can be put in there as it currently exists compared to the (PUD)?

Trustee Steele said she didn't know if she saw the internal sidewalks? She did not see a benefit to the community other than an internal benefit that benefits the homeowners or the developer? Overall, she thinks that changing the underlining zoning which is (R-1) and they go closer to a multi-family they increase the use of public services which would include the police, fire, road, and utilities. In general, she stated that she is not in favor of the (PUD) changing to a multi-family versus the residential. She would like to see it remain to what is consistent around the area which is all single-family, which is a lot of the same sediments of the homeowners that live around there. The preservation of the open space looks more like it is wetlands and they can't use it anyways and that is what they are preserving is just wetland which they would have to preserve anyways based on the land study of the wetlands. She asked if these were going to be sold or if they were going to be rentals. She felt that the rentals do weigh even more heavily on their services which are their police and fire. Over the years she has seen single-family to be less intense on their services whereas multi-family is more intense, she was concerned about that as well. She would say overall that she was not in favor of this development because of the zoning.

Supervisor Barnett said that as far as questions go, he thought those outlined most of them. He knew that they will hear from their consultants and their reviews. Typically, they hear from the people that live right around it, and obviously, they are not anxious for anything to go in typically, so they are empathetic to that. They also have to balance the property rights but certainly, there is a long process here. He stated that this will not be decided tonight even by chance they were able to get a preliminary recommendation for approval they still have to get a final.

Chairman Reynolds said he would like to turn it back over to the petitioner to answer some of the questions. He stated that he had tallied up some of the general comments that have come through that he can reiterate. There were a number of comments speaking to the traffic in the area and just the general safety of the traffic that would be presented.

Mr. Johnson said there was a traffic impact or traffic excerpt that was included in the submittal. Running through the numbers and he thought it was there but it didn't trigger a full-blown traffic impact statement per se. Now the Planning Commission solely has the right to request that as he understood it. The numbers were because they were less than he thought than 100 occupancy space. It was spelled out in the submittal. They did get comments from the Road Commission, the primary one was the alignment of the west entrance. Secondly they wanted to have a warrant analysis done for a lefthand turn location and they were more than willing to have done in conjunction with traffic counts that would go along with that. They were not opposed to that but thought that it would be more appropriate to defer that until after the action to whatever was decided this evening and to move forward with that right-of-way.

Chairman Reynolds stated that there were questions about who is the development intended for seniors, families, is it for rent or purchase? Mr. Johnson said it is definitely for purchase, and they keyed off sort of

the single-family attached approach to the project. They are for-sale units and they are not age-restricted in any way for seniors or millennials, it is meant to be whoever desires to live in Orion Township.

Chairman Reynolds said there were questions about wildlife conservation, wetland conservation, can they touch base on specifically the wetland conservation, and anything else that they are doing for wildlife conservation. Mr. Johnson said with respect to the wetland and wildlife there was an analysis done by a wetland consultant three or four years ago he believed which formed the basis of the boundary for the wetlands. According to their ordinance, there is also a 25-ft. setback from that so that was all taken into account in terms of the layout so nothing within that area was going to be disrupted in any way. More recently one of the comments that came from OHM had to do with a question about another potential wetland on the site so they had their wetland consultant go out again and look at that and right an opinion and that was in the package that was submitted in December after the initial comment letter was received. Basically, the resolution of that or the findings was that this particular small area was not a wetland that was taken into account.

Chairman Reynolds said there were a number of questions about compatibility with adjacent uses and existing land uses. Mr. Johnson said that part of this goes back to their Master Plan which was adopted by the community and if they look at the Future Land Use Map. He said on the north side of Clarkston Rd. the Future Land Use Map refers to a single-family medium-high density use. Which from a unit/acre basis is five and up, with respect to that metric, their medium-high density is 3-5 units/acre, and they are talking about land just across from Clarkston Rd. They are within that 3-5 units/acre range for what they are proposing. They did through the course of their pre-app meeting the number of units came down in the course of realigning the driveway, the number of units came down so they have made some adjustments along the way in response to various comments that they received.

Chairman Reynolds asked if there were any discussions at this point and time about utilities that would be required for the facilities on this development? Mr. Johnson replied that he did know that there would be a lift station required for the project, and then there is an upstream or downstream within the Townships system there were some improvements to a pump station that would have to be taken into account and they would certainly take care of whatever that requirement is based on the Engineers analysis. Something beyond the boundary of the property that is on the current cities system would be taken care of with a lift station.

Chairman Reynolds stated that there was a question about internal and external sidewalks? Mr. Johnson pulled up the site plan and pointed them out to the Board. He said within the development itself there are sidewalks on both sides of the streets. There is a walking path along the southeast side of the project there is an internal walking system for the future pedestrians which connects to a gazebo, so the residents could walk their dogs and enjoy nature. This was all outside of the wetlands the wetlands are not being touched there are setbacks to that. Along Clarkston Rd. they have a pathway system and they are required to put something in which they have illustrated here now whether that actually makes sense or not because it doesn't connect to anything is a question and maybe as a suggestion maybe the value of that is used somewhere else in the Township rather than connecting to nothing. There is a pathway across the street, which he was sure the neighbors are well aware of. With respect to the sidewalk/walkway that would be the response.

Chairman Reynolds asked the petitioner to touch base on the community benefits that they are providing with a (PUD) development? Question about what is being proposed? Mr. Johnson replied taking their Q's from the Master Plan there were certain objectives that were stated that that had to do with housing, they were keying on those that may not be a benefit per se but are a guide to what they have done. It does give the Township more housing options, which options are always good for people in the housing market. The open space and land conservation are again requirements but they are also amenities to the property and certainly preserve the area to the SE the wetlands, and they again would put that to a conservation area into perpetuity make an easement out of it. The stormwater system is all that is required so not necessarily a benefit but he thought from an overall watershed standpoint this project would control the

stormwater with the latest and greatest standards from Oakland County which involves infiltration and rain gardens, and those kinds of things. A contribution to the Tree Fund he thought was derived from the tree calculations so they are doing that as a requirement. It would be a benefit to the broader community. They talked about the pathway system before whether they could move or put the pathway that they are obligated to construct somewhere else and then add onto that, that is a discussion point. Right-of-way dedication, job creation, and the general response to the housing shortage that society is dealing with.

Supervisor Barnette said in the packet regarding square footage it looks like they were 2,700-sq. ft. units. He asked what the market value would be? Mr. Johnson said the sale price that they are targeting would be in a range of low \$300,000-\$400,000 depending on the upgrades that would be involved in a particular unit. They think that the 2,700-sq. ft. is on the high side and as they get into the refiner of the project that would probably come down a little bit from a size standpoint. They are basically either 2 bedrooms and an office or 3 bedrooms.

Chairman Reynolds said that there is an opportunity to provide additional questions from Planning Commission Members or citizens. He asked if there were additional comments or questions that they are looking to ask that were not brought up previously?

Mr. Mike Howard 606 W. Clarkston Rd. said that they mentioned a 3-5-houses on an acre. He said he lives directly across and Evans Rd. comes in. There are two houses in the back and there are two houses on the front of Clarkston Rd. That is a total full acre but he thought they were still zoned (R-1).

Mr. Josh Sawicki 1169 Hemmingway Rd. asked when was the traffic study done? He said if it was done during a pandemic, he didn't think that amounts to anything. At the very least he would request a traffic study, it seems they are trying to circumvent that but at least that would be helpful.

An unknown citizen asked if the DEQ had a chance to look at this? Chairman Reynolds replied that there will be further steps there is a preliminary wetland study that has been completed and they will get into further deliberation later in the agenda. The unknown citizen stated that it is part of the approval is to have DEQ come in and give their approval. Chairman Reynolds said that there will be wetland reviews at future stages including later on in this meeting. The unknown citizen asked if that was part of the Township or was it part of the DEQ? Chairman Reynolds replied that based on what the wetlands are regulated by is who reviews that so there are multiple review steps there so all the wetlands will be reviewed.

Mr. Tom Martelle 1128 Walloon said he noticed in the adjacent properties they have a lot of invasive species both insect and plant, plant examples would be buckthorn, mosquitoes, and other insects. He asked if there were any plans to abate some of them from coming from the higher land that is being developed and putting them closer to their facility?

Chairman asked the petitioner to respond to the invasive species, any measures that are planned for in the development at this point and time? Mr. Johnson replied in general if they are invasive, they would try to deal with them as part of the project. Supervisor Barnett said that actually require that too in the ordinance so they would get to that.

Moved by Supervisor Barnett, seconded by Trustee Flood that the Board of Trustees adjourn their special meeting of the Township Board at 8:03 p.m. **Motion carried**

Chairman Reynolds closed the public hearing at 8:03 p.m.

Respectfully submitted,

Debra Walton
PC/ZBA Recording Secretary
Charter Township of Orion

January 19, 2022

Planning Commission Approval Date

3. ELECTION OF OFFICERS

Moved by Vice-Chairman Gross, seconded by Commissioner Walker, that the current officers maintain their current positions. All agreed. (Chairman Reynolds, Vice-Chairman Gross, & Secretary St. Henry)

Roll call vote was as follows: Urbanowski, yes; Gross, yes; Reynolds, yes; St. Henry, yes; Walker, yes; Gingell, yes. **Motion carried 6-0 (Brackon absent)**

Moved by Vice-Chairman Gross, seconded by Chairman Reynolds, that the current representative maintains his position (Chairman Reynolds, Vice-Chairman Gross, & Secretary St. Henry).

Roll call vote was as follows: Gross, yes; Urbanowski, yes; Gingell, yes; St. Henry yes; Walker, yes; Reynolds, yes. **Motion carried 6-0 (Brackon absent)**

Moved by Vice-Chairman Gross, seconded by Secretary St. Henry, that the current members of the Site Walk committee be continued in their current capacity, being Secretary St. Henry, Chairman Reynolds, and Vice-Chairman Gross. All agreed.

Roll call vote was as follows: Walker, yes; Gross, yes; Urbanowski, yes; St. Henry, yes; Gingell, yes; Reynolds, yes. **Motion carried 6-0 (Brackon absent)**

4. MINUTES

- A. 12-15-21, Planning Commission Regular Meeting Minutes
- B. 12-15-21, Master Plan Workshop Minutes

Moved by Secretary St. Henry, seconded by Commissioner Walker to **approve** both sets minutes as presented. **Motion carried**

5. AGENDA REVIEW AND APPROVAL

Moved by Vice-Chairman Gross, seconded by Commissioner Gingell, to **approve** the agenda as presented.

6. BRIEF PUBLIC COMMENT – NON-AGENDA ITEMS ONLY

None.

7. CONSENT AGENDA

None.

8. NEW BUSINESS

A. PC-2021-90, Ridgewood PUD Concept & Eligibility Plan, located at 625 W. Clarkston Rd. (Sidwell #09-15-226-007), the vacant parcel west of 625 W. Clarkston Rd. (Sidwell #09-15-226-006), and the vacant parcel east of 625 W. Clarkston Rd. (Sidwell #09-15-226-008).

Chairman Reynolds stated that since they have had a brief overview of the project earlier, he asked the applicant if they had anything else that they would like to add? Mr. Johnson replied that he would be happy to answer any questions that they have as they go forward with the consultant review letters.

Planner Arroyo read through his review date stamped December 22, 2021.

Secretary St. Henry asked if Planner Arroyo could repeat the density numbers that he gave out in terms of what it would be like if it was (R-1) neighborhood versus what is proposed. Planner Arroyo replied under the (R-1) it came out to 1.32 dwelling units/acre. What their plan is proposing is 4.4 dwelling units/acre.

Vice-Chairman Gross asked in terms of the number of units how many were there? Planner Arroyo replied it was 14. Vice-Chairman Gross said 14 units versus the 50 units be proposed? Secretary St. Henry said there were 14 units but 50 dwellings. Planner Arroyo said there are buildings versus units, they are talking about units, not buildings. These are individual dwelling units, 50 dwelling units is what is proposed under this plan. Vice-Chairman Gross said versus 15 which would be allowed under the current zoning as lots.

Chairman Reynolds said they did have a review from OHM Advisors and that it was in their packet tonight. They reviewed the content and their opinion of the Concept PUD was it was in substantial completion with the Township Ordinances and Engineering Standards.

Chairman Reynolds stated that there were preliminary reviews from Fire Marshal, and the Building Official their initial concept reviews. There was a review from RCOC in which a few of those items were mentioned tonight, and along with the Water Resources Commissioner (WRC), there was a review of the project from them also. As previously mentioned, there was a wetland supplement that was provided, and a preliminary re-evaluation of those environmental items. They did complete a Site Walk it was written by himself, obviously, they go out as a Planning Commission to observe properties prior to them appearing on the agenda, so they are familiar both physically and then also with what was submitted in front of them tonight.

Chairman Reynolds said that there were citizen letters that were read into the record during the Public Hearing portion.

Secretary St. Henry said for folks that have followed the Planning Commission over the last several months, they have seen a few multi-family developments proposed around the township. If they have listened to him, they know that he is a big proponent of housing options for this community for different demographics, not just to attract young professionals that are working within 20-miles of Orion Township, but also empty-nesters, of which he is one, and seniors like his parents. Like his parents they had to move out of Orion because they could not find a place to live so now, they live in Clarkston. As a Planning Commission, and a Board of Trustees they have to balance the need for an attractive community and housing options with the character of their community, and he has stated this many times. The historical character of their community and what their residents want. They have to respect the concerns of their residents that have been here for many years. He has lived here 40 years there are plenty of other folks in the Township that have lived here even longer. He is 100% in favor of increasing the type of housing options that they have for residents but they have to be in the right place within the Township. He has driven millions of times up and down Clarkston Rd. over the years, growing up here and as an adult, and he can tell them it is a busy road. He has had good friends that have lived off Hemmingway, way before it was developed to where it is at today. Given the neighborhoods that are there now, the neighborhoods that are proposed, single-family home neighborhoods, he is not convinced that this is the right location for a significant townhome development at this time. He tends to recognize that there are other options for that property. At one point it will be developed but he wasn't sure that a townhome development was the right place, similar to some of the other projects that they have looked at over the last 6-months, or a year or two. He doesn't think much of formal traffic studies versus reality. This area, Clarkston and Lapeer Rd., Clarkston and Joslyn Rd., during rush hour traffic is a significant issue. For people that have lived there a long time, they have had to deal with it for the last 25-30 years as this Township has grown.

Trustee Urbanowski said she agreed with Secretary St. Henry. She thought that looking at what would be allowable as it was zoned 14 or 15 units, going up to 50 units is too much, it doesn't fit in the character and what was surrounding it. She lived off of Heights Rd. between Hemmingway and Fairledge, and she was sorry to say that she used those roads once or twice to get to Clarkston Rd., it was convenient. She understood what they were saying and she has seen it firsthand. The density is an issue, and then she also has concerns about the wetlands. She understands that the recognizable benefit, always comes back to them at this point that it is wetland conservation when she thought in reality, they really can't do anything with it. Is it a choice that they are making to conserve that wetland as part of the benefit or is it just a convenient thing to say? If they look at the property there are a lot of trees that are being removed, and a lot of them are heritage trees. They have all talked and they have even put it into the new Master Plan that is coming up, and they are a Tree City USA, and she thinks they need to remember that and respect that. She would like to see fewer trees coming down, and she knew that they don't have an option all the time but if it wasn't as dense, they wouldn't have to take as many trees down. She also had concerns and she was looking at reviews from their Public Services department that says there are no issues with this but they have new developments coming in and they all need lift stations. Then as a Township take care of those lift stations so that is actually not a benefit to the Township it is something that they are going to have to handle moving forward each time they put one in. Which is fine, they want people to move here, obviously. She recently had family move here and they didn't have many options for places to go. As part of the Master Plan, our economic development and stability rely upon new housing for people of all different styles. She was concerned that they keep seeing developments that are sort of not really cohesive with what is going around them. There are plenty of places that she has been looking at, the BIZ, and Baldwin, and all of these other places. She thought that there were better areas for development not on Clarkston Rd.

Vice-Chairman Gross said this is a concept plan submitted under the Planned Unit Development regulations. There are certain things that they have to abide by when they review the concept plan. The first one that comes up is the density and for the life of him he can't figure out how 50-units were arrived at. It doesn't correlate to anything relative to the current zoning, any density credits, and it is more aligned to a multi-family density. If they use the multiple-family regulations then they get into what the multiple-family setbacks would be and they don't fit this plan either because there is a 75-ft. setback when multiple-family abuts single-family, and they are dealing with a 35-50-ft. setback on the west. Then there is a request for a variance or waiver on the Clarkston Rd. frontage. For the last year, they have been talking about creating vistas along our major thoroughfares, and the first project out of the shoot is reducing the density or the area along Clarkston Rd. for putting buildings closer to it as opposed to creating some form of setback. The regulation for 50% side yard entries on a (PUD) can be adjusted with a 5-ft. rule on how the garage is offset. He thought that there was an attempt at that, he thought it failed but it was an attempt. He was at a loss to find reasons that this complies with the ordinance requirements under a (PUD) designation.

Chairman Reynolds said he tends to agree with most of everything that has been so far. (PUDs) are obviously a beneficial tool but also a difficult tool, there are a lot of items that were up here deliberating about and discussing and reviewing. Not to mention it is a multifaceted process and involves a lot of both the Planning Commission and also the Board of Trustees. From his professional background of architecture and understanding planning, he was struggling. A couple of big items for him was the capability with adjacent zoning right now. It seems like it is a pretty steep leap from what is there presently. They have the Master Plan that currently lays out he believed medium-low density in that area, and medium-high is to the north. Again, that kind of further gaps the proposed density versus what is there presently. He thought that there needs to be another look at the recognizable benefit to the community, it seems like

there are a lot of things that are more than likely required by the ordinance that is being considered a community benefit. Where he thought that the (PUD) process is really encouraging a lot more of a thoughtful contribution in that manner. Just a feasibility range with other projects that he has done in the Township that they have had many discussions about safety paths on Clarkston Rd. and recognize that it may or may not work right now but the goal is that if everyone contributes and installs it that's how we end up with a connected path, not to mention trees and things like that. Yes, they have the opportunity to contribute to the tree fund but that is not something that they are really looking for, as a Township to do. They want developments to resolve that within themselves to maintain the character and the nature of our community. He was struggling with a few main pieces. There has been a lot of professional development and services that have been put forth to this project. He appreciated the nice plans and renderings and things that have been brought forth to them. There is clearly a lot of thought here. He did think that with some modifications and recognizing some of the comments this could really be a great project for our community. Whether it is the best fit here on this parcel or not he was still trying to recognize that if that is the location for it. Those were some of the initial kneejerk reactions just about (PUD) eligibility which is what they are discussing here tonight, but there seems to be a gap there for him. Although the presentation and the prints that were brought forth to them were very thoughtful it is difficult because they are going from an (R-1) zoning in a Master Plan of medium-low density and then they are jumping to 50-units. He was not necessarily following, and there are some tools like the parallel density plans to say that is not feasible there are items that limit us on this property. He did see at this point and time the firm information to say that the property couldn't be developed as it sits right now with its current zoning. Even if it is a less popular development density that is being brought forth currently.

Mr. Johnson said that he appreciated their thoughts and input. Clearly part of the genesis of what they put together related to their Master Plan. Some of the goals and objectives were contained within that. That was the kick-off for where they went and with what they tried to do with it. With respect to the density issue, he knew that was the tough one, and they expected that it would be but it is not unreasonable to say that in their Future Land Use Map right across the street they have a medium-high density proposed in their land-use plan. They are on the south side of the street that is not too much of a stretch in terms of looking at the 3-5-unit/acre range, in their opinion with respect to the (PUD) process. They did discuss several of the density bonus provisions that could apply to their project, and clearly, they go from the 15 on the (R-1) to 50, they could look at the density bonus provisions and does it get them all the way, he didn't know but that was part of the rational in combination with what future land plan illustrated for right across the street. Because they are on the north side of the street you are one thing and on the south side you are something else and it is a little bit arbitrary from a definition perspective now. Obviously, they are sensitive to the neighbor's comments and the comments received and respectful of those, and he thought that perhaps if they could give them some guidance in terms of density then they might be able to respond in a different fashion for them to look at now. If that is not possible and this is the wrong location then that is certainly their prerogative. They think that they could potentially approach it with some refinements but in the absence of some sort of guidance, it is hard to do.

Secretary St. Henry asked the applicant if they had looked at any other locations within Orion Township for this development? What is most attractive to them for this particular location? Mr. Johnson replied that the site has a lot of beautiful natural features. Being able to integrate nice housing into that environment he thought would be a positive thing. There are trends within the country that (R-1) is a negative word in many locations, not necessarily here, but in other locations, single-family residential sprawl is not thought of highly. As they look for density, they look for ways to drive down the prices to enter the housing markets usually, multi-family or single-family attached platforms in order to do that. Once they start going the other direction and the price goes up significantly because they are extending utilities much farther and all the

things that go along with that. He thought from a new home affordability standpoint using a multi-family platform is the best way to get to affordability in his opinion, and he thought in the opinion of many others.

Chairman Reynolds said they have had a lot of discussions as a commission and as you may or may not know they are working on their revised Master Plan and updating that. They have had a lot of discussions on what a (PUD) and why it exists. There has been a lot of discussion on it is not a tool to leapfrog density or to get major density bonuses but to recognize challenging parcels, projects, or to propose developments that recognize weaknesses in our community such as the missing middle, and he had touched on that tonight. For him, their ordinance kind of speaks to, and Vice-Chairman Gross, laid out some of those comments of if they are going to parallel an (RM) density then they should probably be looking at some of those underlying criteria. They talk a lot about does it fit the neighborhood and does it fit adjacent uses? Even though it is a housing type it doesn't necessarily mean that it fits with where it is currently. It might change in another 30-years but they are looking at the snapshot of right here right now. He hears the discussion of the difference of Master Planning one side of the road to the other. Those are also very different parcel sizes. By having residents that have multiacre lots to the south closer to M-24 those are quarter-acre to half-acre lots. Going further west as they venture towards this property and others there are at least acre properties or at least over $\frac{3}{4}$ of an acre. Again, those are just outlined from where development occurred back 30-50-years ago. They do have a number of (PUD) developments in the community, they are supportive of development in many ways, and they understand that they need development to kind of connect this cycle and fulfill these needs of the community. He did think that Townhomes and multi-family complexes do have a role in that. The bigger struggle for him is how it fits. He thought that the transitional zoning is a huge piece for him to jump from one to the other without saying that they are bearing the property within it. To go after a variance and then the high-density that is where he was struggling, it is kind of tipped to one side right now in his perspective.

Chairman Reynolds said it was a multi-step process, they are purely a recommendation here tonight, the Planning Commission. There is also the opportunity to postpone and come back in future steps. Just proposing that as an opportunity and discussion point for them based on the discussion that they have had. They are also willing to make motions as they see fit.

Mr. Johnson said he appreciated the input. As far as, postponing it, that would imply that they would come back with something else. Conceptually if there is an issue with that then it begs the question of why bother. If there is some type of guidance potentially in terms of the community recognizes that a variety of housing options are important. What form that takes if there is flexibility there, if the density is the issue, is there a comfort level. If they look at the baseline currently (R-1) and they look at the (PUD) provisions for density bonuses, and what that could imply from a density standpoint is it 30, 40, is it something less than 50? Are there some guidelines that they could offer in terms of a range of flexibility there?

Chairman Reynolds said obviously they are there to review and discuss projects as they are presented to them. All of them have their own perspective, and they could go down the line but that is not what they are there to do.

Chairman Reynolds stated that he thought that they had heard some comments about their initial concerns about compatibility with adjacent uses and understanding about utilizing the (PUD) tool to get to a density that obviously is beneficial for the development but also the community itself. He didn't think there was a magic number in their head. He thought that there needed to be some thoughtful review on what that number could be. They have heard comments on what is proposed right now, and he also thought that there were some other criteria there that as they have spoken to with a community benefit and a few of those other

things that might influence the transition, setbacks, all of those criteria. If they are going to look at it as an (RM) density what are some of those tools that they are implementing there that are making sure that that is recognizable. There are a number of good comments that were brought forth by the public tonight that probably echo a lot of their concerns. Whether they feel they are warranted or not, it is a conversation as a community. He thought that there was some opportunity to have some thought there to come back to them.

Mr. Johnson said in light of that then perhaps a postponement request would be the thing to do.

Chairman Reynolds asked if there was a timeframe? Mr. Johnson asked if it was possible for him to get back to the Township offices to give them a reply on that? Chairman Reynolds said what they normally do within the motion is they at least state a reasonable timeframe so it is not an open case floating out there. They would provide them a reasonable time to have time to revise, discuss, and review. He was open to a larger timeframe if that is needed within reason if there is something that he was looking for. Mr. Johnson replied he would like to have 1-3-months. Chairman Reynolds said he would be in favor of 3-months.

Moved by Chairman Reynolds, seconded by Trustee Urbanowski, that the Planning Commission **postpones** action on PC-2021-90, Ridgewood Planned Unit Development Concept and Eligibility plan, located at 625 W. Clarkston Rd. (Sidwell #09-15-226-007), the vacant parcel west of 625 W. Clarkston Rd. (Sidwell #09-15-226-006), and the vacant parcel east of 625 W. Clarkston Rd. (Sidwell #09-15-226-008) for plans date stamped received December 14, 2021: to allow time for the applicant to revise plans and bring forth a revised plan back to the Planning Commission within 3-months of today date January 5, 2022.

Discussion on the motion:

Secretary St. Henry said they are asking for a postponement from them for up to 3-months, do you truly believe that they can come back with a new plan that would initiate them making a rezoning change that is going to address all of these issues that they have brought up today and their concerns? His point is he didn't want to waste his time, and their time to just drag this out. If he can tell them tonight that he was going to make a good faith effort then fine. They have had other developers come before them over the course of a year, year, and a half with last-minute changes to plans and thinking that would be enough. They are asking for significant changes and his mindset for this piece of property. He didn't want them to come back and expect that minor changes are going to sway any of their feels.

Mr. Johnson appreciated the frankness and the transparency. He said that he will go back to his team and see what ideas they could generate that would address the comments that they have heard from the Trustees and the public at large. If there is something that they think would do that, in a way that still makes the project feasible. The challenges for this particular parcel are significant given the topography. One of the primary objectives was to create new housing that was affordable, and they have to do that within a platform that is not single-family. If they are firm on single-family is the only thing, they are going to except then that may be a different answer. It could go to a duplex approach, or a different configuration on attached that would be more sensitive to the other broader issues that were raised than he thought that was possible. If it is single-family or the highway then that is another answer.

Secretary St. Henry said he didn't have an answer on that. This community is different from other communities in Metro Detroit. (R-1) is not a bad word in this town, (R-1) has to be put in the right place. Multi-family housing units are not a bad word in this town, he

thought they were realists on what is happening but they have to be put in the right place. He appreciated any developer coming in right now. With (PUDs) he is not a huge fan of (PUDs) but he understands how the tool is used. 25 years ago, there were open spaces all over Orion that were easy to develop and it made total sense. Every piece of property that they have looked at the last couple of years seems to have plenty of challenges. Any developer that takes a shot at it he appreciates, and he thinks they all appreciate it. There are challenges for a reason and they have to balance all of those. Mr. Johnson said that balancing is a good word, he agreed, it is balancing many elements.

Planning & Zoning Director Girling said on the motion for the 3-month timeframe just with stacked agendas, they saw they had to cancel one meeting for a tragedy it makes it much easier on calculating if it is, submit within the 3-months and then by the natural flow if it ends up on an agenda when it can fit.

Chairman Reynolds amended the motion, Trustee Urbanowski re-supported to re-submit within the 3-months understanding that there are other processes in place that might make that a little bit longer.

Chairman Reynolds said that residents can always reach out to the Planning & Zoning office. There isn't going to be necessarily a public notice for the project but the Planning & Zoning office is always willing to keep them up to date or notify them when it is going to appear on an agenda. Their goal here isn't to move it along so they can't be part of the conversation but rather make sure they and the applicant have the appropriate time and therefore they have an opportunity to reappear if desired.

Roll call vote was as follows: St. Henry, yes; Walker, no; Urbanowski, yes; Gross, yes; Gingell, yes; Reynolds, yes. **Motion carried 6-0 (Brackon absent)**

B. PC-2021-96, Natrabis DBA Society C Site Plan, located on the south side of Delta Court, on the west side of Giddings, (Sidwell #09-34-100-012).

Mr. Michael Thompson one of the co-founders of Natrabis, they do business as Society C.

Mr. Thompson said this is kind of a déjà vu other than a new building. Their general contractor, who he hasn't seen since before Christmas because he had COVID, and he just informed him a few hours ago. If they would like them to put anything on the screen, he did email Planning & Zoning Director Girling the elevations and site plan.

Mr. Thompson said they had submitted in early December. It was suggested that they go through and do revisions so that the plans are more acceptable. This is going to be for a retail provisioning center located right behind the cultivation facility that they just finished about 6-months ago. The site they are building at the development there sat vacant for over 20-years. 2.5-years ago when they were before the Planning Commission and they were approved for that site plan, they started construction last June, the entire development was sold out. Fed-Ex built out their parking lot there are some other cannabis-related businesses there and they purchased one of the last remaining vacant lots for a provisioning center.

Mr. Thompson said they looked at Orion Township really as a flagship for their company, and they have really wanted to be a part of the community. They spent a lot of additional time and money to try and put additional details and beautification of their cultivation facility. They thought when they wanted to break down the preconceived notion when they hear of a cannabis cultivation facility and they think that it is going to be some giant metal warehouse. He didn't

Chairman Reynolds recessed the regular meeting at 7:05 p.m. and opened the Public Hearing at 7:05 p.m. for case PC-2022-10, The River Church, Special Land Use Request for a church, located at 3900 S. Baldwin Road (parcel #09-29-301-029), 3910 S. Baldwin Road (parcel #09-29-301-034), and 3920 S. Baldwin Road (parcel #09-29-301-038).

Chairman Reynolds closed the PC-2022-10 Public Hearing at 7:07 p.m. and reconvened the regular Planning Commission meeting.

8. UNFINISHED BUSINESS

A. PC-2021-90, Request for an extension of the three months to submit revised site plans for PC-2021-90, Ridgewood PUD Concept 625 W. Clarkston Rd. (Sidwell #09-15-226-007), the vacant parcel west of 625 W. Clarkston Rd. (Sidwell #09-15-226-006), and the vacant parcel east of 625 W. Clarkston Rd. (Sidwell #09-15-226-008).

Chairman Reynolds asked the applicant to state his name and address for the record.

Mr. Daniel Johnson stated he was there representing the Ridgewood PUD project. He said that they were on our agenda for the first meeting in January of this year. After discussion with the Township Planning & Zoning Director early in March, they submitted a letter requesting an extension for their resubmittal. He believed that letter was in their packet.

Mr. Johnson said that they were in the process of making changes to the project and addressing some of the input that they received at their prior meeting. Their engineers are busy and need a little more time to put together the supporting engineering for that submittal. That is really the reason for their request.

Mr. Johnson stated that they could share more information about the project if they wish.

Chairman Reynolds said just to be clear their request for an extension is for what length of period? Mr. Johnson replied they are requesting three months.

Chairman Reynolds stated that they provided the applicant the opportunity to resubmit within 90 days and they are asking for an additional 90 days.

Chairman Reynolds said he foresaw no major issue with this additional 90 days. From his experience, there is a lot of work out there and obviously, a short period of time seemed reasonable to him to still be able to resubmit.

Secretary St. Henry asked if they think that 90 days was enough? He asked if they should extend it beyond that just to avoid the applicant coming back in? Chairman Reynolds replied that it is not an approved site plan. They are talking about the PUD concept and eligibility. He thought that they had this as a tabled topic previously and thought that they wanted to keep it a tighter time frame because it is an active submission, not an approved project.

Moved by Vice-Chairman Gross, seconded by Commissioner Brackon, that the Planning Commission approves the PUD Concept and Eligibility revised plans extension request for PC-2021-90, Ridgewood PUD Concept and Eligibility Plan for 90 days, which would take them to roughly July 5, 2022. This approval is based upon the request of the applicant requesting the extension.

Roll call vote was as follows: Brackon, yes; St. Henry, yes; Gross, yes; Gingell yes; Reynolds, yes. **Motion carried 5-0 (Walker & Urbanowski absent)**

B. PC-2021-07, 5-Year Master Plan Update.

Chairman Reynolds said that they had read their resolution previously and forwarded it to the Board of Trustees. The Board of Trustees requested additional time to review the current draft of the Master Plan knowing that they are headed into their review period. In their packet, they have the comments from the Board of Trustees. He said that he reworked some of those comments to be in chronological page-by-page order. He looked at it from general review comments page-by-page. He color-coded some of the stuff to prompt certain items that would be a discussion, others that are things for their professional consultant to consider and review.

Planner Wojciechowski stated that he has only had a few days to review these. He knew Planner Arroyo has been out, so he has not even seen any of these comments.

Planner Wojciechowski said starting with the photo and image quality he thought that was just an issue of how the document was transmitted because the file size may have had something to do with it. It was a large file and may have been scanned. The print version is very high-quality and did not anticipate that being an issue as far as map readability or image quality.

Planner Wojciechowski stated as far as some of the images that were requested to be replaced, he knew there were a few, the one that comes to mind was the phragmites picture or the picture that was underneath the invasive species part that talked about phragmites, and it wasn't a picture of phragmites. There were several comments about that. Those types of things no problem switch those out. The photo changes he was confident were all taken care of.

Planner Wojciechowski said that he had spoken with Planning & Zoning Director Girling about the historic pages and getting that figured out where exactly those were located.

Planner Wojciechowski stated that he was not going to go over all of the dramatic typo-type comments. He added that they did receive several comments about some misunderstanding about how and when to capitalize township and not. They are going to put an introductory section at the beginning of the document that explains why the township is sometimes capitalized and sometimes it is not capitalized based on the APA style of formatting which is what they use for all their documents. He added that there were comments to correct some that which were correct based on the formatting that they use, which is the APA formatting, and that should be clarified right away. He thought that should address a lot of the capitalization issues.

Planner Wojciechowski said he did not get a chance to review them very thoroughly. He asked if there was anything specifically that they would like him to take back and address.

Chairman Reynolds said he thought that it is always great to have many eyes on a document. As he reviewed all the comments here, he thought that there were some of them to just verify or acknowledge. His opinion was to have them review these comments and entrust whether it was appropriate for a Master Plan or not to elaborate or modify. He did think that some of the grammatical things that they need to address, this is a draft, but thought that some of their facts might be useful and to just make sure that they are documenting accurate things. That was his effort to technicolor the document that he gave everyone was to isolate some of these comments to them as the experts, and PC and acknowledge that they reviewed them. He would ask that they consider tapping into some of their resources of local photography that they had too. He personally did not think that there were major issues with some of the photography but there were clearly some opinions out there they had better or well-documented items.