

**PENINSULA TOWNSHIP
PLANNING COMMISSION
AGENDA**

13235 Center Road
Traverse City, MI 49686
September 19, 2016
7:00 p.m.

1. **Call to Order**
2. **Pledge**
3. **Roll Call**
4. **Approve Agenda**
5. **Brief Citizen Comments – for items not on the Agenda**
6. **Conflict of Interest**
7. **Consent Agenda**

Any member of the Board, staff, or the public may ask that any item on the Consent Agenda be removed and placed elsewhere on the agenda for full discussion.

- a. Reports and Announcements (as provided)
- b. Correspondence (as provided)
- c. Meeting Minutes
 - i. August 15, 2016 (5:30 PM Special & 7:00 PM Regular)
 - ii. August 22, 2016 (5:30 PM Special & 7:00 PM Special)

8. **Business**
 - a. SUP#127 – Vineyard Ridge (discussion and potential recommendation)
 - b. Zoning Ordinance Amendment #191 (public hearing)

9. **Citizen Comments**
10. **Board Comments**
11. **Adjournment**

Peninsula Township has several portable hearing devices available for use during this meeting. If you would like to use one, please contact the Chairperson.

**Peninsula Township Planning Commission
Special Meeting Minutes 5:30 PM
August 15, 2016**

Meeting called to order at 5:30 PM

Present: **Leak-Chair; Hornberger; Serocki; Peters; Couture**

Absent: **Wunsch**(excused), **Rosi** (excused)

Also present: *Michelle Reardon*, Director of Zoning and Planning; *Claire Schoolmaster*, Planning and Zoning Co-coordinator; *Leslie Sickterman*, McKenna Associates and *Mary Ann Abbott*, Recording Secretary.

Approve Agenda

MOTION: Hornberger/Peters to approve Agenda

PASSED UNAN

Brief Citizens Comments- for items not on the Agenda

None

Conflict of Interest

None

Consent Agenda

- a. Correspondence
- b. Minutes-July 18, 2015 Special Meeting

Peters correction to page two of minutes should read 800 **square** feet.

MOTION: Hornberger/Peters to approve consent agenda with changes to minutes.

PASSED UNAN

New Business

1. Peninsula Township Zoning Ordinance DRAFT: Sections 7.113, 7.114, 7.115, 7.116 and Articles 5 & 11 (Discussion)

Reardon began by informing the Commission that both the Township Attorney and Patrick Sloan, McKenna Associates had reviewed and submitted memos on Articles 5 and Articles 11. That information is included in tonight's packet.

The suggestion was made that the Commission begin tonight's review where they left off which is 7.113. *Leslie Sickterman* from McKenna Associates is present to assist with the review.

7.113 Accessory building discussion ended last time with discussion on the size of accessory building. Discussion was that 800 square feet was too small, and that perhaps it should be the same as the footprint of the house or smaller. **Leak** suggested that perhaps it could be written as a percentage of the principal residence. **Peters** stated that we also have lot coverage. Upon further discussion and reminders of the ZBA cases that were included in the packet staff recommends that Accessory Structure needs to be better defined. We need to determine that not only size but also how many accessory structures can be present on site.

Staff will review this issue again and focus on the definition of Accessory Building and the Commission can look at this at the Second Draft.

Discussion further on height restrictions and enforcement on second storage accessory structures.

7.114 Fences and walls is the next section to be covered. *Reardon* spoke on recent issues on retaining walls to assist with erosion that have been seen by ZBA. The ZBA has asked that we look at retaining walls differently. *Reardon* also stated that the other thing to think about is that the Planning Commission intent, ZBA intent and the Town Board confirms that privacy fences do potentially have a place here. There was discussion on responsibility for fence maintenance by the owner and the thought of recording of a document or at the least keeping a document in property files in the case of property changes.

Reardon will ask the Township Attorney if it would be beneficial to record such a document.

Hornberger asked if everyone was happy with the fence height of 6 foot. Consensus is to keep with a fence height of 6 feet.

Schoolmaster asked if a permit could be required for a retaining wall.

7.115 Swimming Pools brought discussion by the commission on fence requirements and the permit regulations, which are currently done at the County Level and will continue to be at that level

7.116 Accessory Solar Energy had a consensus by the Commission that ground mounted systems must meet setback compliance as a structure. Solar Power on a roof is new to the zoning ordinance and there is a question on how to calculate the coverage. There needs to be clarification on how to calculate this coverage. *Reardon* asked McKenna to provide clarification on height for ground mounted and also power sizes.

Commission would also like to discuss again the maximum building height in the zoning district related to Accessory Solar Energy. The commission would also like to discuss larger arrays in the Agricultural area. The Commission would like to strike section 2 unless McKenna can provide argument on why it should be included.

Article 11 Signs *Reardon* states that the Attorney has reviewed Article 11 and there have been edits by the Consultant. **Hornberger** would like to see a more complete copy in an acceptable form before they make a review and pick it apart. *Reardon* agrees that we should see the next draft and see what the attorney says on this issue.

Article 5 *Reardon* indicates that the both the Attorney and Consultant memos came in late in the day and that *Reardon* is not comfortable commenting at this time. **Serocki** really feels that we need to see significant standards listed in this section if we really want to preserve the natural character. **Serocki** would also like to have "open space" specifics all together.

Peters would have expected to see some symmetry in development between site condominium and planned unit developments. **Reardon** will look into this.

2. Updated ZO timeline (discussion)

Another 5:30 meeting will be set for August 22, 2016 on Article 2 and Article 6 and Zoning Map. At the end of that meeting we will look to see what still needs to be done.

Citizen Comments

None

Board Comments

Peters is looking at the schedule and is concerned that the Planning Commission will not be ready for a Public Hearing as listed on the schedule. *Reardon* suggests that McKenna lead us into how we proceed towards the Public Hearing. **Serocki** we need time to review the second draft and have a meeting of the Planning Commission to make sure these are the changes we wanted. **Peters** thinks the Planning Commission will need more work then this schedule allows. **Reardon** This is a schedule that was put out originally and we will check with McKenna on a new schedule.

MOTION: Serocki/Reardon to adjourn at 6:53PM

Respectfully submitted by Mary Ann Abbott, Recording Secretary

**Peninsula Township Planning Commission
Regular Meeting Minutes 7:00 PM
August 15, 2016**

Meeting called to order at 7:03 PM

Present: **Leak-Chair; Hornberger; Serocki; Peters; Couture**

Absent: **Wunsch(excused), Rosi (excused)**

Also present: *Michelle Reardon*, Director of Zoning and Planning; *Claire Schoolmaster*, Planning and Zoning Co-coordinator; *Jim Young*, Township Attorney and *Mary Ann Abbott*, Recording Secretary

Approve Agenda

MOTION: Hornberger/Couture to approve Agenda

PASSED UNAN

Brief Citizens Comments- for items not on the Agenda

David Taft, 952 Nehtawanta, spoke on SUP #123, the planned unit development for the 81. There are two remanded issues requiring more clarification-the fire plan and the soil erosion plan. There is now a public hearing scheduled for August 23rd. Taft has asked the Township Board to ask the developer or his attorney to initiate due care and conduct an environmental assessment of the site. We know that a large portion of the site was extensively farmed. Shouldn't someone examine if the soil is contaminated or not before the developer is allowed to contour the site.

Conflict of Interest

None

Consent Agenda

1. Reports and Announcements (as provided)
2. Correspondence (as provided)
3. Meeting Minutes
July 18, 2016 (recommend approval)

Serocki would like to have added on her statement on page two the "During the review of the Zoning Ordinance the Planning Commission should look at the intent of open space."

MOTION: Hornberger/Peters to approve the Consent Agenda with changes to the minutes.

PASSED UNAN

Business

1. The 81 on East Bay Pre-Preliminary Plat (public hearing)

Reardon just wants to clarify that we are at the pre-preliminary plat review tonight. It has been published as the same. Tonight by ordinance the staff has reviewed. We are required to hold a public hearing and then we forward the results to the Town Board. This is not for tentative approval. Once the Public Hearing is concluded we will forward your comments, the minutes and the staff report to the Town Board. Then the developer will have to come back with the second portion of the application, which is a far more detailed plan.

Jim Young, Township Attorney would like to further explain so that the audience understands that you will not be making a decision tonight. The Township's Subdivision Control Ordinance creates this pre-preliminary plat procedure whose purpose is to provide guidelines to the preparer of the plat concerning development policies of the Township and the Planning Commission with general information regarding the development. Nothing at tonight's meeting assures acceptance of the Preliminary Plat when you get to that point. You must have a public hearing and shall inform the Town Board with a report. No decision will be made tonight.

Doug Mansfield, Mansfield Land Use Consultants, 830 Cottageview Drive, Traverse City for the pre-preliminary review of "The 81 on East Bay". It is a 53-lot platted subdivision per the statute of the State of Michigan and Peninsula Township. There are 53 one plus-acre lots, residential single-family lots. Thirteen lots have direct access to the bay. The rest of the lots will have access as allowed through your ordinance. The site is served with individual wells and septic, private roads designed to meet

the standards of the Grand Traverse Road Commission, the Grand Traverse Drain Commission, The Township Engineers and the Township Fire Department. At this point it is a tentative approval, we are looking at the size of the lots, the depth of the lots, the width of the lots, the necessary easement and the common areas. There is a long process ahead of us and I am here to answer any questions.

Leak asked the applicant to explain the drawing to the audience.

Peters How much of the land will be re-graded? *Applicant* Cannot say at this time. *Reardon* There will have to be re-grading. That level of detail is not available at this time. **Peters** what agencies will report before the next step. *Reardon* all the normal items that you see will be submitted. *Reardon* will review the Subdivision Control Ordinance and get information back to the Commission.

Leak Bond? *Applicant* ready to post agreed upon bond.

Leak is there concern with the septic and drain field tainting the downhill side of the development. *Applicant* Will leave up to the Health Department

Leak what about docks that were shown on the other plan. *Applicant* other plan showed a 36 slip T-dock. This plan has 13 lots that can build out according to codes. It is the plan to develop the common shoreline for access to the water. **Leak** Outlot C? *Applicant* Yes. *Reardon* based on staff calculations that staff does not agree that there is enough frontages for everyone to have access

Hornberger is there still a Water Storage Tank? *Applicant* will build a 30,000 underground storage tank connected to a water well so that it is full at all times.

Leak asks for further questions from the Commission. **Leak** then opens Public Hearing at 7:28 PM

Amy Treare, 8563 East Beach Trail is concerned about traffic on Center Road. She is concerned about the environmental impact and would like to see the studies done.

Scott Howard, 420 East Front, Attorney for Jim Komendera and Protect the Peninsula the critical document is the Subdivision Control Ordinance. He wants to be clear on how he sees the procedure for this process. Section 3.2.3 (1)(d) says if the preliminary plat does not meet all the requirements the Planning Commission shall notify the sub divider by letter giving the earliest date for the resubmission of the plat and additional information required. He sees this as meaning that you need to tell the proposed platter all the information that they do not have according to this document and provide it to you. Once you have all that information that is when you go to the Township Board. *Howard* would like to highlight a few of the standards in the ordinance that he thinks are critical for consideration. Section 4.7.11 uninhabitable areas talks about land that is deemed uninhabitable may not be platted. That is why you need that information before you move forward. Section 4.9.2 Natural Features states that natural assets should be preserved. Section 5.4.12 Plan required for control of Erosion and *Howard* urges the Commission to look at this. *Howard* feels that staff has done a good job and have put together a list of 12 items that need to be supplied before you can even reconsider this sub-division plan. Last thing to note is that there are some details missing. Section 3.2.1 subparagraph 3 of the Subdivision control ordinance talks about those details. In particular, D. No names of abutting subdivisions is missing. No site report from the Department of Health as required in subparagraph L; No preliminary engineering plans as required by 3.2.1 subparagraph 4. Everything needs to be here before you can actually take the next step.

Chris Fifarek, 13046 Center Road there has not been a three-dimensional drawing done and it is hard for the community to understand the grade. There should also be a tax analysis done to see the benefit of larger lots.

Britt Eaton, 1465 Neahtawanta is extremely concerned about the traffic. We have 53 homes here plus 42 at Vineyard Ridge which is 93 vehicles times 2 cars in each household times 5 trips a day leads to 900-1000 trips down this already crowded road. Someone is going to get hurt on these roads. Concerned what MDOT will say about the traffic on our highway. In the spirit of the Master Plan there is too much traffic and you should consider denying this plan.

Katherine Hardy 11261 Bluff is also concerned about traffic and in particular is concerned about the safety of the large groups of bikers. She feels the potential for an accident is very large with the construction traffic.

Philip Settles, 5168 US 31, Acme who represents the developers states that this is one of two alternate plans of the developer before the township. This sketch plan is to get your comment as to what you do not like about this plan or what you like. This is your opportunity to talk about the plan.

Kevin Novorolski, 15750 Smokey Hollow states that his property is close to this development and he is concerned with the water table and what may happen to his well. He is also concerned with the soil. Hopes the Planning Commission takes a good look at what is in the dirt. Also if they are doing this much grading how much soil will they bring in and will this soil be tested.

Ellen Kerr, 14548 Bluff wonders if all the lots will perk. And also how will they handle all the sewage if you cannot put a septic in.

Wendall Woodard, 17768 Smokey Hollow states that we need a definitive knowledge if there is a toxicity problem and how much can be moved because we do not have this right now.

Leak asks for additional comments. Hearing none the public hearing is closed at 7:47 PM

Reardon Staff has created a list from the comments tonight. She would like to state that the planner recommendations on page 4 of her report have been revised. Items 3 & 4 have been addressed and can be removed. Item 5 has some setback lines that are questioned. The utility easement has not been removed from the lots and the recalculation of those lot areas have not been provided. Items 6-12 still need to be addressed as well as items here tonight. This then goes in a report to the Town Board as well as the developer. The Town Board does not take action but it is up to the developer to resubmit a plan that is in conformance.

Peters even though this is a plat - it maximizes the amount of houses but it disregards what is in our future land use map but also in maintaining any of the natural features. She suspects that a more interesting plan might be done. There is a lot that can be done that could make this plan acceptable but she is not particularly pleased with this version.

Jim Young, Township Attorney please understand that the Planning Commission will be reviewing not under the Zoning Ordinance but under your Subdivision Control ordinance. Some of the things that people are asking you to review may be something that you are not able to as a matter of law. You may also find that there may be flexibility between the two plans. His office will render an opinion if something is missing. Your duty under the ordinance is to send a report on behalf of the Planning Commission to the Town Board.

Hornberger what is our next step? *Reardon* you are done at this stage. The ball is in the other court.

Leak can the public get this report. *Reardon* It will be available online or could be emailed.

2. Master Plan 5-year review (Recommendation to Township Board)

Peters states that she and Commissioner Serocki worked on the following recommendation to the Town Board.

The Planning Commission recommends the following actions related to the Master Plan as part of the 5 year review:

1. Compare the Future Land Use (FLU) map for conflicts with current uses (i.e. upzoning-Buchan Farms)
2. Prepare digitized and readable maps for ease of use
3. The Township Board should work with a professional survey company to create and conduct a survey for use in the next 5 years review of the Master Plan and in advance of the 2022 PDR expiration.

Items 1 & 2 are estimated to take approximately 150 hours of GIS work inclusive of staff analysis with a budget of \$2800.00.

Peters over and above this our committee talked about forming a work plan where we spend some time going from Master Plan goals and look at the actions required to reach that goal.

MOTION: Peters/Hornberger to send the Master Plan 5- year review recommendation to the Town Board.

PASSED UNAN

Peters states that the new Board will influence the work plans. She suggests a discussion group and to listen to the public talk about the actions and the goals. *Reardon* suggests to make it a part of an agenda. This is where the people expect the planning commission to be doing its work. We get bogged down in site plan review and SUP but this may be a better venue. Could be started with the September meeting to decide how to start. Just because it is not a public hearing does not mean that you cannot have public discussion.

Hornberger would like to see questions in advance so that people could be prepared. A Township Newsletter would be a perfect avenue for this.

Reardon suggests that the spreadsheet that was prepared may be a place to start. She will be put on the September agenda.

Couture why doesn't this Town Hall have a big screen TV for presentations? *Reardon* the request can be given to the Town Board. **Couture** it would encourage a visual presentation

3. Appoint Officer Nomination Committee

MOTION: Hornberger/Peters moves to table the Officer Nominations until the December Meeting.

PASSED UNAN

Reardon The Town Board has decided to continue the terms of the expiring Planning Commission members until the new Town Board takes their positions.

Citizen Comments

Nancy R. Heller, 3091 Blue Water Road suggest to the Planning Commission that all fees need to be reviewed and updated. Also on *Monnie's* discussion - when you put items on a regular meeting for discussion you are always pressed for time. Try but if it does not work go back to what *Monnie* suggested.

Margaret Achorn, 11284 Peninsula Drive asks has an escrow account been established for this new 81 project and the Vineyard Ridge? If not please make a motion now to have it done. The taxpayers do not want to continue to have their tax money going for developers' fees

Curt Peters, 1356 Buchan Drive wants to make sure that the Planning Commission saw his request to have the minutes changed to reflect to have the future zoning map for properties: Buchan Farm, Old Mission Estates and non-producing orchard just south of OME back to the existing map which is Ag. The future shows this to become R1. He did make a request verbally that you reconsider the future land use map for the three parcels he described.

Reardon states that Mr. Peters comments become part of the record as they are included in the packet.

Board Comments

Peters is glad to see that Mr. Wendling has given us language about two projects at the same time. He also promised something about the Ordinary High Water. *Reardon* he is still working on that. The language was about two projects at the same time was more timely.

Peters where are we on the escrow issue. *Reardon*. You established an escrow on Vineyard Ridge that has been paid. Based on fee estimates. When the preliminary plat comes through is the time it needs to be paid. *Reardon* will check on the timing of the payment on the Plat.

MOTION: Hornberger/Serocki to adjourn at 8:28 PM

PASSED UNAN

Respectfully submitted by Mary Ann Abbott, Recording Secretary

**Peninsula Township Planning Commission
Special Meeting Minutes 5:30 PM
August 22, 2016**

Meeting called to order at 5:30 PM

Present: **Leak-Chair; Peters; Hornberger; Serocki; Couture** (arrives at 5:46PM)
Absent: **Wunsch** (excused)

Also present: *Michelle Reardon*, Director of Zoning and Planning; *Claire Schoolmaster*, Planning and Zoning Coordinator; *Patrick J. Sloan*, McKenna Associates and *Mary Ann Abbott*, Recording Secretary.

Approve Agenda

Serocki Strike the minutes of August 15, 2016

MOTION: Serocki/Hornberger to approve Agenda as amended

PASSED UNAN

Brief Citizens Comments- for items not on the Agenda

None

Conflict of Interest

None

Consent Agenda

a. Correspondence

MOTION: Hornberger/Serocki to approve the Consent Agenda as amended.

PASSED UNAN

Business

1. Peninsula Township Zoning Ordinance DRAFT: Article 2 and Zoning Map (Discussion)

Reardon introduces *Patrick Sloan, McKenna Associates* who is present to assist with the Zoning Ordinance Draft Article Two: Definitions. Review and discussion with the Commission occurred. Topics discussed were:

Accessory buildings was updated to allow for water and septic on the first floor.

Adult Foster Care General definition is mandated by the State.

Bed & Breakfast *Reardon* reminded the Commission that Amendment 190 in relation to B & B's did not pass so the original definition of a B & B still stands.

Building Heights **Peters** would like to have additional discussion on Building Heights and Natural Grade. *Reardon* states that this will be pulled out for discussion with the Town Board. Further discussion on average vs. mean measurements. *Sloan* discussed that height is to be measured at the center of each wall. **Rosi** would like to have a diagram of this in the Ordinance. *Reardon* again reminded the Commission that this is a major policy change and it will be discussed with the Town Board.

Boathouses *Reardon* will check on the history of this and see how it relates to accessory structure.

Density there was a policy by the Town Board that if someone owns the right of way to the centerline that should be counted toward acreage calculation for that use. *Reardon* Would like to make sure that throughout we are including the acreage calculations that the way the Town Board decided it would be. There was consensus. Will also need to be confirmed by the new Town Board. Density with net acreage needs to be highlighted in discussion.

Dwelling **Peters** many dwellings do not have heating. Heating requirement will be eliminated

Easement strike non-possessory

Floor Area Couture definition is cumbersome. *Reardon* definition here will be cleaned up. *Sloan* covered in more detail on Article 6

Food Processing *Serocki* asked if we should have a definition of this.

Impervious Surface discussion on how this is regulated. *Sloan* This automatically transfers into Storm Water Management. *Reardon* becomes important because now we do not look at driveways or pathways as structures and they are not included in our Maximum Coverage.

Lot Couture there is quite a change and he wondered what the thought process was behind this. There is a lot of language. *Sloan* we can look at this definition to make it clearer. Also the Township Attorney may weigh in on this. **Peters** Diagrams would be helpful.

Lot Coverage **Serocki** more listed under structures so why not part of lot coverage. *Sloan* definition needs to be tightened

Planning Commission consensus is to stop at this point and pick up at the next meeting September 19, 2016 at 5:30PM

2. Updated ZO timeline (discussion)

Reardon we still need to finish on Article5, Article 6, remainder of Article 2 and the Zoning Map. Commission would like to have time to review the second draft.

Sloan desired time frame was 12 months. If the Township would like to take more time, that is certainly possible. This was an ambitious schedule.

Rosi brought up Public Land and the Zoning Map.

Citizen Comments

None

Board Comments

None

MOTION: Hornberger/Peters to adjourn at 6:53PM.

PASSED UNAN

Respectfully submitted by Mary Ann Abbott, Recording Secretary.

**Peninsula Township Planning Commission
Special Meeting Minutes 7:00 PM
August 22, 2016**

Meeting called to order at 7:00 PM

Present: **Leak-Chair; Peters; Hornberger; Serocki; Couture**
Absent: **Wunsch** (excused)

Also present: *Michelle Reardon*, Director of Zoning and Planning; *Claire Schoolmaster*, Planning and Zoning Coordinator; *Peter Wendling*, Township Attorney and *Mary Ann Abbott*, Recording Secretary.

Approve Agenda

MOTION: Serocki/Couture to approve Agenda as amended

PASSED UNAN

Brief Citizens Comments- for items not on the Agenda

None

Conflict of Interest

Serocki declares she has a conflict of interest with SUP# 127-Vineyard Ridge.

Consent Agenda

a. Correspondence

MOTION: Hornberger/Serocki to approve the Consent Agenda as amended.

PASSED UNAN

Business

Serocki removes herself from the Commission and moves to the audience.

1. SUP#127 – Vineyard Ridge (discussion and potential recommendation)

Reardon reports that there are some supplements tonight that may be added to the original binder. This material included a traffic analysis, response to tree service request, letter and landscape renderings provided by Ken Schmidt, and environmental summary, a letter addressed to Reardon dated August 8th asking for interpretation, Density exhibit, Use by right preliminary site plan, typical slope stabilization. In addition there is an email from Jeremy Wiest of MDOT responding to the traffic analysis that was submitted, email from Harold Robbins, email from Brian Boals, Township Engineer stating he needs more information, Peninsula Fire department, and email from Dusty Christensen requesting that 8 items questioned be submitted and then two items submitted this evening an inquiry from Laura Serocki, a neighbor to the development and the Township Attorney response to Ms. Serocki's email.

Where we left this last time is that the Commission had more questions and wanted more information. This is not a public hearing. There is also a Finding of Fact, which was prepared by Reardon but not yet reviewed by the Township Attorney. This is an opportunity to ask questions that this new information has prompted. This is a special meeting that is being held now so that it would be delayed to September.

Peters brought up traffic survey and questions the reality of using the full standard deviation.

Dusty Christensen, Mansfield Land Consultant, representing applicant says that this development will be single-family detached development with residences marketed to a senior population. Most service providers will be private so there will be sole source providers that will eliminate some traffic. Based on the review of MDOT and Road Commission they did not have comments on how this figure was arrived. They are still fine with driveway locations, fine with the design of those driveways and fine with the additional traffic on their public roadways.

Peters from the Tree survey she questions why there is nothing after 2005. *Applicant* is showing historical tree growth and does have a current aerial photo here tonight. *Reardon* this is currently in packet. *Applicant* says they wanted to show that the onsite growth is first generational. As a part of that submission he wanted to reiterate that the intention is to have substantial and high level landscaping. It will be at entrance, along street and around each home. **Peters** also questions the planting of deciduous trees so close to the homes. *Applicant* we can move trees to make it ideal for each home site.

Rosi what is the percentage of the total property that will be cleared? *Applicant* if you look at the demolition plan it shows that the majority of the center of the site is being cleared. **Hornberger** Don't we have Planned Unit Developments' to preserve the natural character of the land you are developing? *Applicant* states the choice was made when we were developing this property to put the homes close together. There is not a lot of room for tree preservation in more compact development. To limit the impact we decided to preserve in the 90-foot buffer around the property.

Rosi who manages the vineyard? *Applicant* an outside company handled by the Condominium Association. **Rosi** will there be a sprinkler system? *Applicant* Yes entrance, around roadways and landscaping around the households. Irrigation is planned for the landscaping. *Wendling* Generally the condominium association will take over when a number of lots have been sold. Until then the developer is responsible.

Leak will you be considering an extra lane on Northbound Lane on Center Road. *Applicant* MDOT has looked at this and has accepted the proposed design. *Reardon* assumes that they will get a confirmation from the County Road Commission. She has spoke with Jeremy Wiest from MDOT. She asked specifically about the standard deviation and about the tapered design of the drive and would a turn lane be necessary. He is not suggesting any edits.

Rosi do you imagine that the residents will be using the roads to the north or south for their access to center road. *Applicant* I doubt it. Believes they will primarily enter and exit from Center Road.

Hornberger You are building in phases. What is your response to Chief Rittenhouse's concern about fire protection? *Applicant* We are willing to put in a temporary fire department turnaround as part of Phase 1. As Phase 2 is developed and the connection to Matheson is made the temporary turnaround goes away. *Reardon* This is one of the responses that we would want as a condition that would be required as part of the findings. *Wendling* That would have to be completed before you can move forward.

Rosi concerned that the environmental study is listed as a draft and not on letterhead. Is this a safe area in terms of the arsenic levels? *Applicant* Levels are such that the DEQ standards are easily met. Need to seed disturbed soils and covered them up. Intent is to comply with recommendations. *Reardon* Need to have this on letterhead and not on draft form.

Rosi The parking at the swimming pool, this is grass, how many spaces are allowed? *Applicant* this is something we asked for interpretation on. The swimming pool is not an institutional use so we do not have to comply with the two spaces per member. Grass is there as middle ground. There are 12 grass parking spaces. *Reardon* we have passed this letter of August 8th on. There are two different questions. The setback is 50 feet. Believes the site plan is in compliance. Number 2 has been sent to attorney. *Wendling* You still have a group of people who have private access to a pool in a development but it is likely that people will drive down there and park. If it is a thin line it might need to go to the ZBA. *Reardon* it is currently designed according to the parking standards. She thinks that this needs to be resolved and needs to be added to the list. They are trying to submit an aesthetically pleasing plan, but our requirements are that it has a smooth surface. We have to resolve what is required. *Applicant* would like to sit down and talk about this. *Reardon* is not comfortable saying they are out of compliance in this area.

Peter no sidewalks in this development. *Applicant* We have 26-foot wide roads that are intended for walking, biking and driving.

Hornberger No streetlights -no sidewalks-people walking on streets with no lights. Are you thinking this may be hazardous? *Applicant* with the lower traffic levels we do not think this is a concern.

Hornberger where are the mailboxes? *Applicant* Has not been determined yet will work with the US mail to determine this. **Hornberger** would the mailbox bank be considered part of the common area? *Reardon* if it is a bank of mailboxes it needs to be looked at. Individual need to be in building envelope and a bank of mailboxes may be allowed in common space. *Applicant* we will apply with all the mailbox service requirements. *Reardon* we will need to know the requirements of the US mail service. *Wendling* ultimately the US mail will call the shots and it will have to be determined.

Leak timbering the area has become a discussion. You will have to remove trees for development and grapes. *Applicant* Yes.

Couture we mentioned Laura's email. Did they get to Dusty? *Reardon* part of packet and will be forwarded to him.

Rosi looked at slope stabilization. A 1% -2% slope is pretty steep. Discussion occurred on stabilization and the mowing by services. *Applicant* Erosion control is pleased with this plan. However each home site will have to apply for an erosion control permit determination from their office. Individual homes will have to be permitted and comply.

Peters At one time there was a question of the storm retention area in the center and overflow. *Reardon* Engineer has said that there has not been enough information submitted.

Rosi Have you considered paths in the common area? *Applicant* No

Leak concerned with how homes are maintained. *Reardon* we need to see a clear delineation of Limited Common Element vs. General Common Elements. What is not covered is that this is envisioned a certain way but there is not an age restriction.

Wendling from Laura's email there are some interesting points. One item is whether there is a convertible area or you **are** going to withdraw from the project. It would be logical to request the developer to state in the master deed that the developer cannot withdraw undeveloped portions of land without an amendment to the sup to ensure compliance with Peninsula Township's Zoning Ordinance. This would prevent a situation where the land is suddenly withdrawn with units developed and the open space requirement suddenly in violation of the original SUP. It is a legitimate concern.

Applicant wanted to revisit the grading plan. There was a question of the storm water basin in relation to the adjacent homes. One of the requests that the Township Engineer requested was slopes and grading plans for each home plan. Each home site can be developed individually but we are willing to talk about finished floor elevations and drainage arrows but we cannot develop a finished plan. *Reardon* Other developments have provided. But maybe conversation can take place to find some common ground.

Rosi they are asking for a Special Use Permit so I pulled out the objectives: 1. Preserve natural character, open fields, stands of trees, steep slopes and similar natural assets. 2. Provide open space options 3. Encourage creative and imaginative approach to developing residential areas 4. To reduce development costs by bypassing natural obstacles 5. Encourage variety by providing a mixture of property types. *Applicant* There are two floor plans. **Rosi** the area between the houses is part of the open space and included in open space calculations. *Applicant* yes.

Peters has been focused on landscape plan and the space between the homes. *Applicant* not sure how this will be written but it will be maintained. Will be determined by the Condominium Board.

Reardon has a list of things that need to be submitted:

1. Phasing plan showing the necessary turnaround and emergency access per Chief Rittenhouse's request.
2. Environmental report to be completed and signed.
3. GT County Road Commission review of the traffic analysis.
4. USPS requirements for mail service and design of this element in conformance with the ordinance.
5. Engineering plans to GFA in sufficient detail to address the concerns in Brian's letter.

as well as confirming if hot tub will be seasonal and related safety requirements.

Serocki returns to her position on the Park Commission.

2. Competing Land Use Permits – Draft Ordinance Language (discussion)

Wendling submitted letter on August 10th.with suggested language. He would request a change on Item D. to read at the end of the sentence that says single ownership " except for ZBA decisions needed on pending applications for other permits under this ordinance."

Hornberger This is exactly what I have been looking for

Wendling Next step is a public hearing to add to the ordinance.

Peters you mentioned amending Police Power Ordinance. *Reardon* it is a Town Board decision, but we need direction from the Town Board to look into it further. She will ask Board to allow *Wendling* to look into it further to address any potential conflicts.

Citizen Comments

None

Board Comments

Peters At July 13th Joint meeting for Ethics the Town Board approved minutes. *Reardon* will get those to the Planning Commission and ZBA.

Couture thinks that Dusty did a nice job on the presentation of this project. There were four things he heard concerns about: Traffic, Environmental Issues, landscape, open space and buffering. He is still most concerned about traffic and is discouraged to MDOT response. A simple slow down or left turn lane may solve his concerns with this project.

Rosi questions that would the residents will be likely to cut through other neighborhoods. Is surprised that MDOT would not require a little more.

MOTION: Couture/Peters move to adjourn at 8:24PM.

Peninsula Township Planning & Zoning Department
13235 Center Road
Traverse City, MI 49686

SPECIAL USE PERMIT
FINDINGS OF FACT
SEPTEMBER 19, 2016

SUP #127, Vineyard Ridge (Planned Unit Development Condominium Subdivision)

September 19, 2016

PENINSULA TOWNSHIP PLANNING COMMISSION

DECISION AND ORDER

Applicant: Vineyard Ridge, LLC
Ken Schmidt, Owner
522 E. Front Street
Traverse City, MI 49686

Hearing Date: July 18, 2016

PROPERTY DESCRIPTION

Parcel ID#: 28-11-336-071-00 & 28-11-336-072-00

APPLICATION

The applicant is asking for review by the Peninsula Township Board for the development of a forty-seven (47) unit condominium subdivision planned unit development (PUD) within the Suburban Residential Single and Two-Family (R-1C) zoning district.

The Commission having considered the Application, a public hearing having been held on July 18, 2016 before the Planning Commission after giving due notice as required by law, the Board having heard the statements of the Applicant and agents, the Board after having considered letters submitted by members of the public and comments by members of the public, the Board having considered 15 Exhibits, and the Board having reached a decision on this matter, **states as follows:**

1. General Findings of Fact

1.1 Property Description-

- a. The Board finds that the subject parcel is located in Section 36 of the Township and has approximately 674 feet of road frontage on Center Road. (Exhibit 4)
- b. The Board finds the total acreage utilized for the Condominium Subdivision Planned Unit Development (PUD) measured at roughly 27.87 acres. (Exhibits 3, 4)

1.2 Action Request-

- a. The Board finds that the applicant is seeking site plan and special use permit approval to develop a Condominium Subdivision Planned Unit Development on site as permitted by Section 6.4.2 of the Peninsula Township Zoning Ordinance. (Exhibits 2, 3)
- b. The Board finds that the final site plan and special use permit are subject to the requirements of 8.1.3 - Basis of Determination and 8.3 - Planned Unit Developments of the Peninsula Township Zoning Ordinance. (Exhibit 2)

1.3 Zoning/Use-

- a. The Board finds that the proposed site is zoned R-1C, Suburban Residential Single and Two Family encompassing two (2) parcels; 28-11-336-071-00 which is considered conforming to local zoning and 28-11-336-072-00 which is considered legal non-conforming to local zoning. (Exhibits 2, 3, 4)
- b. The Board finds that the applicant is working with the local permitting agencies to obtain compliance for the site plan. (Exhibit 3)

1.4 Land Use Pattern- The Board finds the following land uses to be in existence on the date of this report adjacent to the proposed development.

- a. **North-** The land adjacent to the north of the subject properties are zoned R-1C, Suburban Residential Single and Two-Family and are residential in use. (Exhibits 1, 2, 5)
- b. **South-** The properties adjacent to the south are zoned R-1C, Suburban Residential Single and Two-Family and are residential in use. (Exhibits 1, 2, 5)
- c. **East-** The properties adjacent to the East are Pelizari Natural Area and other residential properties zoned R-1C, Suburban Single and Two-Family. (Exhibits 1, 2, 5)
- d. **West-** The properties adjacent to the west are zoned R-1C, Suburban Residential Single and Two-Family and are residential in use. (Exhibits 1, 2, 5)
- e. The Board finds that the future land use plan identifies the subject location as an area designated primarily for moderate residential use. The objectives of the moderate residential use category are to building densities of one dwelling unit per half acre which are serviced by public utilities. The eastern portion of the site is designated rural agricultural use. The objective of the rural agriculture use category is to preserve the important natural resources of the Township while allowing other limited uses which are deemed to be compatible with agricultural and open space uses. This area is also intended to serve as a buffer between the Agricultural Production and the Residential land use classifications. (Exhibits 1, 6)

- f. The Board finds that development of property as single family residential is a use by right in the R-1C, Suburban Single and Two-Family residential zoning district. (Exhibit 2)
- g. The Board finds that the applicant is subject to all local, state, and federal agencies, including but not limited to the Grand Traverse County Health Department, Soil Erosion, Construction Code, and Michigan Department of Transportation.

2. Specific Findings of Fact – Section 8.1.3 (Basis for Determinations)

2.1 General Standards- The Board shall review each application for the purpose of determining that each proposed use meets the following standards, and in addition, shall find adequate evidence that each use on the proposed location will:

- a. Be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such a use will not change the essential character of the area in which it is proposed.

FINDINGS WHICH WOULD RESULT IN THIS STANDARD BEING MET.

- i. **The Board finds that the proposed PUD is planned as a single-family residential development with 65% open space. (Exhibit 3)**
- ii. **The Board finds that the land surrounding the development is primarily single family residential with the exception of the east which abuts Pelizari Natural Area. (Exhibits 1, 2, 5)**
- iii. **The Board finds that under the master plan, chapter 3, Land Use and Zoning Map No.4 depicting existing land use, shows that the existing land use for the Vineyard Ridge property is residential regardless of the fact that the property is located in the R-1C Suburban Single and Two Family Zoning District. As such, the proposed PUD is harmonious and appropriate in appearance with the existing use and character of the vicinity. (Exhibits 1, 2)**
- iv. **The Board finds that the intent and purpose of the Suburban Single and Two Family District (R-1C) is to contain standards for the continued development of moderate density residential. The district includes existing moderate density residential developments as well as areas within which such development appears both likely and desirable. The Board finds that the Suburban Single and Two Family District (R-1C) provides additional standards for residential development and lakeshore drive areas and areas of high scenic value where more intensive development would deteriorate the peninsula environment and less intensive development is not essential to maintenance of the established environment. The Board finds that the proposed PUD provides for a 90 foot buffer zone along the property's boundary which will remain as an undeveloped setback and that the PUD itself by preserving 65% of the property,**

being 18.12 acres, as open space conforms with the intention of the district by decreasing the density which would otherwise be allowed in these districts should the property be developed in a manner otherwise allowed under the zoning ordinance. (Exhibits 1, 2, 3)

FINDINGS WHICH WOULD RESULT IN THIS STANDARD NOT BEING MET.

- i. The Board finds that the proposed development includes grading and development of steep slopes located on the property and as depicted on land map no. 6 of the Peninsula Township Master Plan. The Board further finds that the development of the steep slopes would require significant grading, particularly with the development of units along the eastern portion of Vineyard Hill Ct., lined up in a design which will change both the existing and intended character of the area in the vicinity as well as the essential character of the area surrounding this development. (Exhibits 1, 7)**

This standard HAS/HAS NOT been met.

- b. Not be hazardous or disturbing to existing or future uses in the same general vicinity and will be a substantial improvement to property in the immediate vicinity and to the community as a whole.**

FINDINGS WHICH WOULD RESULT IN THIS STANDARD BEING MET.

- i. The Board finds that the land surrounding the development is primarily single family residential with the exception of the east which abuts Pelizari Natural Area. (Exhibits 1, 2, 5)**
- ii. The Board finds that the development of the proposed PUD should not negatively impact adjacent neighbors. The applicant has designed the housing sites to complement the existing residential use pattern which incorporates 18.12 acres of the site in open space. (Exhibit 3)**
- iii. The Board finds that the PUD as submitted preserves open space, keeping 65% of the site undeveloped and preserved as common open space for the proposed project. The Board further finds that the lot locations, regardless of the slopes in the area, are located sufficiently within the interior of the property of the project site such that view sheds are sufficiently preserved from township public roads. The Board further finds that there is no evidence that the development would disturb existing or future uses of the land within the vicinity. The Board further finds that the preservation of the open space is a substantial improvement over other non-PUD development rights as provided in the Peninsula Township Zoning Ordinance which, in turn, benefits the properties within the immediate vicinity and the community as a whole. (Exhibits 1, 2, 3)**

FINDINGS WHICH WOULD RESULT IN THIS STANDARD NOT BEING MET.

- i. The Board finds that the location of residential units on the steep slopes area of the property and the required grading to develop these site condominium units and the road would not constitute a substantial improvement to the property in the immediate vicinity as such grading at the intensity proposed provides no improvements to other properties in the immediate vicinity or the community as a whole given the goal of preserving steep slopes within the township. (Exhibits 1, 3, 7)**

This standard HAS/HAS NOT been met.

- c. Be served adequately by essential facilities and services, such as highways, streets, police, fire protection, drainage structures, refuse disposal, water and sewage facilities, or schools.**

FINDINGS WHICH WOULD RESULT IN THIS STANDARD BEING MET.

- i. The Board finds that the proposed PUD will develop a private road built to the Peninsula Township private road standards to provide residential and adequate emergency access to forty-seven (47) residential units. This private road shall be reviewed and approved by the Township Engineer and Peninsula Fire Department. (Exhibits 2, 3, 8, 9, 10, 30)**
- ii. The Board finds the development will be served by public sewer and water. These systems shall be constructed by the owner and reviewed by the Grand Traverse County Department of Public Works and the Township Engineer to ensure they are compliant with all applicable regulations. (Exhibits 3, 8, 11)**
- iii. The Board finds the development shall be compliant with the Peninsula Township Storm Water Ordinance. The plans shall be reviewed and approved by the Township Engineer prior to the issuance of the SUP. (Exhibits 3, 8)**
- iv. The Board finds that the County Sheriff has conducted a review of the submitted plans and offered comments. The Sheriff finds no issues with the proposed plan. (Exhibits 3, 12)**

FINDINGS WHICH WOULD RESULT IN THIS STANDARD NOT BEING MET.

This standard HAS/HAS NOT been met.

- d. Not create excessive additional requirements at public cost for public facilities and services.**

FINDINGS WHICH WOULD RESULT IN THIS STANDARD BEING MET.

- i. **The Board finds that the applicant will be responsible for any improvements required as part of this proposal. (Exhibit 3)**
- ii. **The Board finds that the development as presented will not create excessive additional requirements at public cost for public facilities and services given that development of single family residential properties is allowed in the zoning districts in which the property is located. The Board further finds that the applicant will be incorporating adequate service roads within the development and there is otherwise no evidence of any excessive additional requirements at public cost for public facilities and services on the record. (Exhibits 3, 8)**

This standard HAS/HAS NOT been met.

- e. **Not involve use, activities, processes, materials, and equipment or conditions of operation that will be detrimental to any persons, property, or the general welfare by fumes, glare or odors.**

FINDINGS WHICH WOULD RESULT IN THIS STANDARD BEING MET.

- i. **The Board finds that the proposed use of the site shall not involve any uses or activities which produce negative impacts upon the existing neighborhood via fumes, glare, noise or odors. (Exhibit 3)**
- ii. **The Board finds that the very nature of residential development is not the type that results in a use generating fumes, glare or odors. The Board further finds that there has been no evidence presented that the proposed development will result in negative activities or uses which would compromise the general welfare of township citizens as a result of fumes, glare or odors. (Exhibit 3)**

This standard HAS/HAS NOT been met.

2.2 Conditions and Safeguards- the Board may suggest such additional conditions and safeguards deemed necessary for the general welfare, for the protection of individual property rights, and for insuring that the intent and objectives of the Ordinance will be observed. The breach of any condition, safeguard or requirement shall automatically invalidate the permit granted.

- a. **Proof of compliance with all Federal, State, County, Township and other governmental regulations relative to the establishment of a forty-seven (47) unit Condominium Subdivision Planned Unit Development shall be submitted to the Peninsula Township Planning & Zoning Department prior to issuance of the Special Use Permit.**
- b. **The proposed sign shall be dimensionally altered to be in compliance with 7.11 of the Ordinance.**

THE ABOVE FINDINGS ARE NOT REQUIRED AS THIS IS NOT A STANDARD, BUT RATHER AN ADVISORY STATEMENT. IF THE PLANNING COMMISSION RECOMMENDS APPROVAL OF THE PROJECT THERE CAN

CERTAINLY BE CONDITIONS RELATED TO THE STANDARDS CONTAINED IN THE ZONING ORDINANCE WHICH WOULD APPLY TO THE PROJECT.

2.3 Specific Requirements- In reviewing an impact assessment and site plan, the Planning Commission and the Township Board shall consider the following standards:

- a. That the applicant may legally apply for site plan review.
 - i. **The Board finds that the applicant is the owner/operator of the petitioned property and may legally apply for said review process. (Exhibit 3)**

This standard HAS/HAS NOT been met.

- b. That all required information has been provided.
 - i. **The Board finds that the applicant has provided the required information as portrayed within the special use permit application and upon the provided site plans. (Exhibit 3)**
 - ii. **The Board finds that the applicant will be required to submit all necessary permits (i.e. soil erosion, health department, etc.) and has already submitted some of these permits all of which will need to be finalized and issued prior to the final approval of a Special Use Permit and PUD. (Exhibits 3, 7, 8, 9, 10, 11, 12, 13, 14, 15)**

This standard HAS/HAS NOT been met.

- c. That the proposed development conforms to all regulations of the zoning district in which it is located.

FINDINGS WHICH WOULD RESULT IN THIS STANDARD BEING MET.

- i. **The Board finds that the proposed PUD is planned as a single-family residential development with 65% open space. (Exhibit 3, 14)**
- ii. **The Board finds that each individual units will be subject to the land use permitting process to ensure all structures comply with the Special Use Permit and the requirements of the Ordinance. (Exhibits 2, 3, 7, 8)**
- iii. **The Board finds the proposed PUD shall be designed in accordance with section 8.3 of the Ordinance as discussed in section 3.2 of these findings. (Exhibits 2, 3)**
- iv. **The Board finds that the proposed PUD will develop a private road which shall be built to the Peninsula Township private road standards to provide residential and adequate emergency**

access to forty-seven (47) residential units. This private road shall be reviewed and approved by the Township Engineer and the Township Attorney. (Exhibits 2, 3, 8, 15)

- v. The Board finds that signs are regulated by section 7.11 of the Ordinance. Per this section the development is allowed to have one entrance way sign that is a maximum of nine (9) square feet in area, six (6') feet in height and setback fifteen (15) feet from the right-of-way. (Exhibits 1, 3)**
- vi. The Board finds that the applicants sign located at the intersection of Vineyard Ridge Dr. and Center Rd. is shall be dimensionally altered to be in compliance with the Ordinance 7.11 of the Ordinance. (Exhibits 1, 3)**
- vii. The Board finds that the proposed entrance wall and stone fence columns along Center Rd. shall be removed or relocated to meet the agricultural setback as required by section 7.7.1.1 (1) (a) of the Ordinance. (Exhibits 1, 3)**

This standard HAS/HAS NOT been met.

- d. That the plan meets the requirements of Peninsula Township for fire and police protection, water supply, sewage disposal or treatment, storm drainage and other public facilities and services.**
 - i. The Board finds that a permit to construct the private road curb cut from the Michigan Department of Transportation shall be required to be submitted to the Peninsula Township Planning & Zoning Department prior to issuance of the SUP. Further the Board finds that in an email dated April 4, 2016, Jeremy Wiest from MDOT indicated that the location of the proposed private road meets MDOT requirements. (Exhibit 2, 3, 10)**
 - ii. The Board finds that a permit to construct the private road curb cut and the water main connection from the Grand Traverse County Road Commission shall be required to be submitted to the Peninsula Township Planning & Zoning Department prior to issuance of the SUP. The GTCRC has reviewed the proposal and provided comments in a letter dated June 2, 2016. (Exhibit 2, 3, 9)**
 - iii. The Board finds that approval to construct and connect the public water and sewer systems on site from the Grand Traverse County Department of Public Works shall be required to be submitted to the Peninsula Township Planning & Zoning Department prior to the issuance of the SUP. The DPW has provided initial review and approval for this proposal in an email dated June 2, 2016. (Exhibit 2, 3, 11)**
 - iv. The Board finds that at this time the Grand Traverse County Sheriff's Department has reviewed the submitted plans. In a letter dated April 21, 2016 that department has indicated they have no objections to the plan. (Exhibit 12)**

- v. **The Board finds that a soil erosion permit for a forty-seven (47) unit development shall be submitted to the Peninsula Township Planning & Zoning Department prior to issuance of the SUP. Conceptual approval has been granted at this time. Please see the letter dated June 3, 2016 from the Grand Traverse County Soil Erosion – Sedimentation Control Department for the specifics related to this review. (Exhibits 2, 3, 7)**
- vi. **The Board finds that the applicant shall submit a grading plan with sufficient details to evaluate the plan for protection of the steep slopes and vegetation present on site. (Exhibits 2, 3, 7, 8)**
- vii. **The Board finds that the initial storm water control review was completed by the Township Engineer. Based on comments in a letter dated June 8, 2016 the site plan shall be revised and resubmitted to show full compliance with the requirements of Storm Water Control Ordinance. (Exhibits 2, 3, 8, 26)**

FINDINGS WHICH WOULD RESULT IN THIS STANDARD NOT BEING MET.

- i. **The Board finds that**

This standard HAS/HAS NOT been met.

- e. **That the plan meets the standards of other governmental agencies where applicable, and that the approval of these agencies has been obtained or is assured.**
 - i. **The Board finds that the applicant is cooperating with all of the appropriate governmental entities to complete the project. No distinct negative challenges have been brought forth from any of the applicable government agencies. All appropriate permits shall be received by the Township prior to the issuance of the SUP. (Exhibits 2, 3, 7, 8, 9, 10, 11, 12, 13, 15,24, 25)**

This standard HAS/HAS NOT been met.

- f. **That natural resources will be preserved to a maximum feasible extent, and that areas to be left undisturbed during construction shall be so located on the site plan and at the site per se.**

FINDINGS WHICH WOULD RESULT IN THIS STANDARD BEING MET.

- i. **The Board finds that any form of development is going to cause some disturbance to the site. Regardless, given that development of the parcel is allowed under the Zoning Ordinance under the R-1C District, the PUD as proposed preserves as undeveloped area 18.12 acres as open space. As such, given the other options available for development under the zoning**

ordinance, the plan as presented and as developed, will leave areas undisturbed during construction and afterward as depicted on the site plan and at the site. (Exhibits 1, 2, 3)

FINDINGS WHICH WOULD RESULT IN THIS STANDARD NOT BEING MET.

- i. The Board finds that regardless of the fact that the proposed development is a PUD, the development, as presented, has site condominium units as well as a portion of the road servicing them located in some of the steeper slope areas on the parcel. In addition, the Board finds that the plan calls for the removal of a substantial amount of trees in order to accommodate grading and earth work for the project. As such, the Board finds that the plan as presented does not preserve the natural resources on the property to the maximum feasible extent. (Exhibits 1, 2, 3, 7, 8)**

This standard HAS/HAS NOT been met.

- g. That the proposed development property respects flood ways and flood plains on or in the vicinity of the subject property.**
 - i. The Board finds that there are no flood ways or flood plains on or in the vicinity of the subject property. (Exhibit 3)**

This standard HAS/HAS NOT been met.

- h. That the soil conditions are suitable for excavation and site preparation, and that organic, wet or other soils which are not suitable for development will either be undisturbed or modified in an acceptable manner.**

FINDINGS WHICH WOULD RESULT IN THIS STANDARD BEING MET.

- i. The Board finds that a soil erosion permit for a forty-seven (47) unit development shall be submitted to the Peninsula Township Planning & Zoning Department prior to issuance of the SUP. Conceptual approval has been granted at this time. Please see the letter dated June 3, 2016 from the Grand Traverse County Soil Erosion – Sedimentation Control Department for the specifics related to this review. (Exhibits 2, 3, 7)**
- ii. The Board finds that the applicant shall submit a grading plan with sufficient details to evaluate the plan for protection of the steep slopes and vegetation present on site. (Exhibits 2, 3, 7, 8)**
- iii. The Board finds that the required SESC permits shall be submitted to the Planning & Zoning Department prior to issuance of the SUP. (Exhibits 2, 3, 7, 8)**

This standard HAS/HAS NOT been met.

- i. That the proposed development will not cause soil erosion or sedimentation problems.
 - i. **The Board finds that a soil erosion permit for a forty-seven (47) unit development shall be submitted to the Peninsula Township Planning & Zoning Department prior to issuance of the SUP. Conceptual approval has been granted at this time. Please see the letter dated June 3, 2016 from the Grand Traverse County Soil Erosion – Sedimentation Control Department for the specifics related to this review. (Exhibits 2, 3, 7)**
 - ii. **The Board finds that the applicant shall submit a grading plan with sufficient details to evaluate the plan for protection of the steep slopes and vegetation present on site. (Exhibits 2, 3, 7, 8)**
 - iii. **The Board finds that the required SESC permits shall be submitted to the Planning & Zoning Department prior to issuance of the SUP. (Exhibit 2, 3, 7)**

This standard HAS/HAS NOT been met.

- j. That the drainage plan for the proposed development is adequate to handle anticipated storm-water runoff, and will not cause undue runoff onto neighboring property or overloading of water courses in the area.
 - i. **The Board finds that the applicant will be required to maintain all storm water runoff on site and that the initial storm water control review was completed by the Township Engineer. Based on comments in a letter dated June 8, 2016 the site plan shall be revised and resubmitted to show full compliance with the requirements of Storm Water Control Ordinance. (Exhibits 2, 3, 8, 26)**

This standard HAS/HAS NOT been met.

- k. That grading or filling will not destroy the character of the property or the surrounding area, and will not adversely affect the adjacent or neighboring properties.

FINDINGS WHICH WOULD RESULT IN THIS STANDARD BEING MET.

- i. **The Board finds that any form of development is going to cause some disturbance to the site. Regardless, given that development of the parcel is allowed under the Zoning Ordinance under the R-1C Zoning District, the PUD as proposed preserves as undeveloped area 18.12 acres as open space. As such, given the other options available for development, the plan as**

presented and as developed, will leave areas undisturbed during construction and afterward and shall be depicted on the site plan and at the site, per se. (Exhibits 1, 2, 3, 8, 14)

- ii. The Board finds that the development of the road appears to be reasonable in the context of the existing topography and existing drainage patterns. (Exhibit 2, 3, 8, 15)**
- iii. The Board finds that the applicant shall submit a grading plan with sufficient details to evaluate the plan for protection of the steep slopes and vegetation present on site. (Exhibits 2, 3, 7, 8)**
- iv. The Board finds that the request SESC permits shall be submitted to the Planning & Zoning Department prior to the issuance of the SUP. (Exhibit 2, 3, 7)**

FINDINGS WHICH WOULD RESULT IN THIS STANDARD NOT BEING MET.

- i. The Board finds that regardless of the fact that the proposed development is a PUD, the development, as presented, has site condominium units as well as a portion of the road servicing them located in some of the steeper slope areas on the parcel. In addition, the Board finds that the plan calls for the removal of a significant portion of the tree cover on the property in order to accommodate grading and earth work for the project. As such, the Board finds that the plan as presented does not preserve the natural resources on the property to the maximum feasible extent. (Exhibits 1, 2, 3, 7, 8)**

This standard HAS/HAS NOT been met.

- i. That structures, landscaping, landfills or other land uses will not disrupt air drainage systems necessary for agricultural uses.**
 - i. The Board finds that that air drainage is not anticipated to be effected per the increased usage of the site. (Exhibit 13)**

This standard HAS/HAS NOT been met.

- m. That phases of development are in a logical sequence, so that any one phase will not depend upon a subsequent phase for adequate access, public utility service, drainage or erosion control.**
 - i. The Board finds that the development of the site is to occur in three phases. The phasing plan has been reviewed by the appropriate agencies and the site shall be developed in accordance with the recommendations provided by the Township Engineer and the Soil Erosion Department. (Exhibit 2, 3, 7, 8, 11, 25, 26)**

This standard HAS/HAS NOT been met.

- n. That the plan provides for the proper expansion of existing facilities such as public streets, drainage systems and water sewage facilities.

FINDINGS WHICH WOULD RESULT IN THIS STANDARD BEING MET.

- i. **The Board finds that the proposed PUD will develop a private road built to the Peninsula Township private road standards to provide residential and adequate emergency access to forty-seven (47) residential units. This private road shall be reviewed and approved by the Township Engineer. (Exhibits 2, 3, 8, 15)**
- ii. **The Board finds the development will be served by public sewer and water. The proposed plans have been reviewed by the Township Engineer and the site shall be developed in compliance with the regulating standards as approved by the Township Engineer and DPW. (Exhibits 2, 3, 8, 11)**
- iii. **The Board finds that the initial storm water control review was completed by the Township Engineer. Based on comments in a letter dated June 8, 2016 the site plan shall be revised and resubmitted to show full compliance with the requirements of Storm Water Control Ordinance. (Exhibits 2, 3, 8, 26)**
- iv. **The Board finds that the County Sheriff has conducted a review of the submitted plans and offered comments. The Sheriff finds no issues with the proposed plan. (Exhibits 2, 3, 12)**

FINDINGS WHICH WOULD RESULT IN THIS STANDARD NOT BEING MET.

- i. **The Board finds that**

This standard HAS/HAS NOT been met.

- o. That landscaping, fences or walls may be required by the Board in pursuance of the objectives of this Ordinance.
 - i. **The Board finds that the site shall have the required landscaping per the Zoning Ordinance. Specifically, the residential units shall have street trees as required by section 6.9.3.5 of the Ordinance. The developer also proposes a 90' buffer along all property lines which is to be left in its natural vegetative state. (Exhibits 2, 3)**

This standard HAS/HAS NOT been met.

- p. That parking layout will not adversely affect the flow of traffic within the site, or to and from the adjacent streets.

- i. **The Board finds there is one (1) parking area located at the northwest corner of Vineyard Ridge Dr. and Vineyard Hill Ct. to accommodate the community pool and pool. This layout will allow traffic to flow uninhibited within the site and will not impact traffic off-site. (Exhibits 2, 3, 31)**

This standard HAS/HAS NOT been met.

- q. That vehicular and pedestrian traffic within the site, and in relation to streets and sidewalks serving the site, shall be safe and convenient.
 - i. **The Board finds that there is no pedestrian infrastructure proposed as part of this development. (Exhibits 2, 3)**
 - ii. **The Board finds that the proposed PUD will develop a private road built to the Peninsula Township private road standards. This private road shall be reviewed and approved by the Township Engineer. (Exhibits 2, 3, 8, 15)**

FINDINGS WHICH WOULD RESULT IN THIS STANDARD NOT BEING MET.

- i. **The Board finds that**

This standard HAS/HAS NOT been met.

- r. That outdoor storage of garbage and refuse is contained, screened from view and located so as not to be a nuisance to the subject property or neighboring properties.

FINDINGS WHICH WOULD RESULT IN THIS STANDARD BEING MET.

- i. **The Board finds that there are no proposed refuse containers as part of the general proposal. Each unit will provide for individual garbage removal and shall be subject to Ordinance #43 Solid Waste of Peninsula Township. (Exhibit 3)**

This standard HAS/HAS NOT been met.

- s. That the proposed site is in accord with the spirit and purpose of this ordinance and not inconsistent with, or contrary to, the objectives sought to be accomplished by this Ordinance and the principles of sound planning.

FINDINGS WHICH WOULD RESULT IN THIS STANDARD BEING MET.

- i. **The Board finds this property is subject to allow residential development under the Suburban Single and Two-Family (R-1C) zoning district. While the Board recognizes that development is going to cause disturbance to the land, the Board finds that the PUD as proposed preserves 18.12 acres as undeveloped open space. The Board further finds given that there are other options available for development which could be much more intensive, the plan as presented with the preservation of open space meets the objectives of land use planning under the zoning ordinance. (Exhibits 1, 2, 3, 14)**

FINDINGS WHICH WOULD RESULT IN THIS STANDARD NOT BEING MET.

- i. **The Board finds that regardless of the fact that the proposed development is a PUD, the development, as presented, has site condominium units as well as a portion of the road servicing them located in some of the steeper slope areas on the parcel. In addition, the Board finds that the plan calls for the removal of a substantial amount of trees on the property in order to accommodate grading and earth work for the project. The Board further finds that the development as presented is not in accord with the spirit and purpose of the zoning ordinance with respect to preservation of the natural landscapes and features of property in Peninsula Township sought in the zoning ordinance. (Exhibits 1, 2, 3, 7, 8, 26)**

This standard HAS/HAS NOT been met.

3. Specific Findings of Fact – Section 8.3 (Planned Unit Developments)

3.1 Objectives – The following objectives shall be considered in reviewing any application for a special use permit for planned unit development.

- a. **To provide more desirable living environment by preserving the natural character of open fields, stand of trees, steep slopes, brooks, ponds, lake shore, hills, and similar natural assets.**

FINDINGS WHICH WOULD RESULT IN THIS STANDARD BEING MET.

- i. **The Board finds that the preservation of 18.12 acres of open space will preserve the natural character of the area. While the Board is mindful that the development will result in some grading of slopes and removal of trees, given other development options under the zoning ordinance, the development as proposed provides for a desirable living environment for future purposes of units within the development both with respect to views and the preservation of the same from surrounding properties without significantly hindering viewsheds and having negative impacts upon the natural assets of the property. (Exhibits 1, 2, 3, 7, 8, 14, 25)**

FINDINGS WHICH WOULD RESULT IN THIS STANDARD NOT BEING MET.

- i. **The Board finds that the proposed open space is inclusive of areas that are traditionally utilized as side and rear yards in a residential development and are therefore not a substantial preservation of open space for common use. (Exhibit 2, 3)**
- ii. **The Board finds that the development, as presented, has site condominium units as well as a portion of the road servicing them located in some of the steeper slope areas on the parcel. In addition, the Board finds that the plan calls for the removal of a substantial amount of trees on the property in order to accommodate grading and earth work for the project. The Board further finds that the development as presented is not in accord with the spirit and purpose of the zoning ordinance with respect to preservation of the natural landscapes and features of property in Peninsula Township sought in the zoning ordinance. (Exhibit 1, 2, 3, 7, 8)**

This standard HAS/HAS NOT been met.

- b. To provide open space options.

FINDINGS WHICH WOULD RESULT IN THIS STANDARD BEING MET.

- i. **The Board finds that a PUD application shall include provisions for Open Space as required by Section 8.3.6 of the Ordinance. Vineyard Ridge proposes to have 65% of the site be preserved as Open Space Dedicated for Private Use ((Section 8.6.3 (1)). The application indicates that there are 18.12 acres of the 27.87 acres (net acreage) site, or 65.02%, is dedicated to this Open Space. The Township Engineer has independently reviewed the acreage calculations and concurs. (Exhibits 2, 3, 14)**

FINDINGS WHICH WOULD RESULT IN THIS STANDARD NOT BEING MET.

- i. **The Board finds that the proposed open space is inclusive of areas that are traditionally utilized as side and rear yards in a residential development and are therefore not a substantial preservation of open space for private use. (Exhibit 1, 2, 3)**

This standard HAS/HAS NOT been met.

- c. To encourage developers to use a more creative and imaginative approach in the development of residential areas.

- i. **The Board finds that the zoning regulations contained in the zoning ordinance for zoning district R-1C provide a multitude of options for development at this site. Given the available options that the applicant has, the PUD does provide for the preservation of substantial open space, to wit; 18.12 net acres of undeveloped property. As such, the Board finds that when balancing market demands for desirable residential parcels in conjunction with the preservation of at least 65% of the property, the PUD as presented is a more creative and**

imaginative approach to the development of this parcel for residential purposes than what would otherwise be allowed under the Peninsula Township Zoning Ordinance. (Exhibits 1, 2, 3, 14)

FINDINGS WHICH WOULD RESULT IN THIS STANDARD NOT BEING MET.

- i. The Board finds that under section 6.5.A.1 of the zoning ordinance that the purpose behind planned unit development for residential districts is to allow the planned development of areas of the township where conventional development practices are suitable to the terrain. The Board finds that some of the more intensely developed portions of this development are located on the steep slope areas where the majority of the trees are located. The Board is mindful of the other forms of development that this property may be put to under the regulations in the zoning ordinance, but given that the proposal develops significant portions of the property with respect to terrain and natural environmental conditions the Board finds that the PUD is not an improvement over what is allowed with respect to conventional development in the R-1C zoning district. (Exhibits 1, 2, 3, 7, 8)**

This standard HAS/HAS NOT been met.

- d. To provide for more efficient and aesthetic use of open areas by allowing the developer to reduce development costs through the by-passing of natural obstacles in the residential project.**

FINDINGS WHICH WOULD RESULT IN THIS STANDARD BEING MET.

- i. The Board finds that the applicant's plans do preserve open space along Center Road which results in minimal aesthetic changes viewed along the road corridor resulting in an attractive development for residential housing. (Exhibit 3, 14)**

FINDINGS WHICH WOULD RESULT IN THIS STANDARD NOT BEING MET.

- i. The Board finds that under section 6.5.A.1 of the zoning ordinance that the purpose behind planned unit development for residential districts is to allow the planned development of areas of the township where conventional development practices are suitable to the terrain. The Board finds that some of the more intensely developed portions of this development are located on the steep slope area where the majority of the trees are located. The Board is mindful of the other forms of development that this property may be put to under the regulations in the zoning ordinance, but given that the proposal develops significant portions of the property with respect to terrain and natural environmental conditions the Board finds that the PUD does not bypass natural obstacles, but rather develops these areas. (Exhibits 1, 2, 3, 7, 8)**

This standard HAS/HAS NOT been met.

- e. To encourage variety in the physical development pattern of the Township by providing a mixture of housing types.
 - i. **The Board finds that Vineyard Ridge will be providing a low maintenance single family home design which will diversify the housing stock available in Peninsula Township. (Exhibit 3)**

This standard HAS/HAS NOT been met.

- f. To provide for the retention of farmland by locating the allowed number of housing units on the agricultural parcels of land in clusters which are suitable for residential use and keep the remaining agricultural land in production or fallow and available for production.
 - i. **The Board finds the parcel is subject to residential zoning, is currently vacant and not being utilized for farmland. The Board further finds that this development does not impact farmland utilized in the township directly adjacent to the development or within the vicinity of the development. The Board further finds that the 65% open space will remain and the developer is proposing the addition of 1.25 acres of vineyard within the open space. (Exhibits 1, 2, 3, 5, 6, 13, 14)**
 - ii. **The Board finds that the layout of the plan preserves 65% of the land for open space as confirmed by the Township Engineer. (Exhibits 3, 14)**

FINDINGS WHICH WOULD RESULT IN THIS STANDARD NOT BEING MET.

- i. **The Board finds that the proposed development does not effectively cluster the residential units and in fact the open space is inclusive of areas that are traditionally utilized as side and rear yards in a residential development. (Exhibits 1, 2, 3)**

This standard HAS/HAS NOT been met.

3.2 Qualifying Conditions – Any application for a special use permit shall meet the following conditions to qualify for consideration as a planned unit development.

- a. The planned unit development project shall not be less than twenty (20) acres in area, shall be under the control of one owner or group of owners, and shall be capable of being planned and developed as one integral unit. PROVIDED that the project acreage requirement may be reduced by the Township Board if the Board determines that the proposed use is a suitable and reasonable use of the land.
 - i. **The Board finds that the proposed project is 27+ acres. (Exhibits 3, 4)**

This standard HAS/HAS NOT been met.

- b. The planned unit development project shall be located within a Residential or Agricultural District, or a combination of the above Districts. Individual planned unit developments may include land in more than one zone district in which event the total density of the project may equal but not exceed the combined total allowed density for each district calculated separately.
 - i. **The Board finds that the proposed development includes forty-seven (47) units. This is one less than the allowable number of units should the property be developed outside of the PUD ordinance as determined by the underlying zoning district regulations. The Board further finds that the property is zoned R-1C. (Exhibits 2, 3)**

This standard HAS/HAS NOT been met.

- c. Water and waste disposal shall comply with the Township Master Plan and be approved by Grand Traverse County or State of Michigan requirements. It is recognized that joining water and sewer ventures with contiguous or nearby land owners may prove to be expedient.
 - i. **The Board finds the development will be served by public sewer and water systems which have been through initial reviews and will be constructed in compliance with regulating standards as per Township Engineer and DPW comments. (Exhibits 1, 2, 3, 8, 11)**

This standard HAS/HAS NOT been met.

- d. The proposed density of the planned unit development shall be no greater than if the project were developed with the lot area requirements of the particular zone district or districts in which it is located subject to the provisions of Section 8.1 except as provided by Section 8.3.5 (1).
 - i. **The Board finds that the proposed density of the site is no greater than if the project were developed with the lot area requirements within the R-1C zoning district. (Exhibits 2, 3)**
 - ii. **The Board finds that the density of the development is in compliance with Section 8.3.5 (1). The net acreage of the site is 27.87 acres. (Exhibits 2, 3, 4)**

This standard HAS/HAS NOT been met.

- e. Open space shall be provided according to Section 8.3.6.

- i. **The Board finds that a PUD application shall include provisions for Open Space as required by Section 8.3.6 of the Ordinance. Vineyard Ridge proposes to have 65% of the site be preserved as Open Space Dedicated for Private Use ((Section 8.6.3 (1)). The application indicates that there are 18.12 acres of the 27.87 acres (net acreage) site, or 65.02%, is dedicated to this Open Space. The Township Engineer has independently reviewed the acreage calculations and concurs. (Exhibits 1, 2, 3, 14)**

This standard HAS/HAS NOT been met.

- f. For purposes of this Section 8.3, Opens Space does not include building envelopes, parking lots and roads (roadbed plus two (2) foot shoulders on each side).
 - i. **The Board finds that a PUD application shall include provisions for Open Space as required by Section 8.3.6 of the Ordinance. Vineyard Ridge proposes to have 65% of the site be preserved as Open Space Dedicated for Private Use ((Section 8.6.3 (1)). The application indicates that there are 18.12 acres of the 27.87 acres (net acreage) site, or 65.02%, is dedicated to this Open Space. The Township Engineer has independently reviewed the acreage calculations and concurs. (Exhibits 1, 2, 3, 14)**

This standard HAS/HAS NOT been met.

- g. The proposed planned unit development shall meet all of the standards and requirements outlined in this Section 8.3 and also Section 8.1 and Article VII.
 - i. **The Board finds that the proposal meets Section 8.3 of the Ordinance in these findings and below. (Exhibits 2, 3)**
 - ii. **Section 8.3.4, PUD Uses that may be permitted: The Board finds that the applicant is proposing single family dwellings, open space in accord with Section 8.3.6, private subdivision recreational uses, and a sign. (Exhibits 2, 3)**
 - iii. **Section 8.3.5, PUD Lot Size Variation Procedure: The Board finds that proposal reduces the size of the forty-seven (47) units below the minimum lot size required by the underlying zoning according to the following calculations and within the allowances provided by the Ordinance as detailed here. The Site Acreage for density calculation is 27.87 acres less the fifteen (20) percent for the R-1C requirement and is equal to 22.3 acres. Per the underlying zoning district R-1C the minimum lot size is 20,000 square feet. Therefore the site will allow a maximum of 48 units to be developed. These units can be reduced in area below the minimum lot size required by the zone district in which the PUD development is located provided that**

the total number of units does not exceed that which is allowed by the underlying zoning.
(Exhibits 2, 3)

- iv. The Board finds that the building envelopes are shown on the site plan and are not included as open space. These calculations have been confirmed by the Township Engineer. (Exhibits 2, 3, 14)
- v. The Board finds that the minimum lot area/building envelope is 6,005.15 square feet as indicated in the application. (Exhibit 3)
- vi. The Board finds that the maximum permissive building height for residential structures shall be 2.5 stories and not greater than 35 feet and accessory structures shall not exceed 15 feet. (Exhibit 2, 3)
- vii. Section 8.3.6, PUD Open Space: The Board finds that a PUD application shall include provisions for Open Space as required by Section 8.3.6 of the Ordinance. Vineyard Ridge proposes to have 65% of the site be preserved as Open Space Dedicated for Private Use ((Section 8.6.3 (1)). The application indicates that there are 18.12 acres of the 27.87 acres (net acreage) site, or 65.02%, is dedicated to this Open Space. The Township Engineer has independently reviewed the acreage calculations and concurs. (Exhibits 2, 3, 14)
- viii. Section 8.3.7, PUD Maximum Percentage of Lot Area covered by All Structures: The Board finds that the maximum percentage of lot area covered by all structures is proposed to be 13.10% of the net acreage of the site as permitted by this section. This reflects an average permitted lot coverage of 52% of the individual building envelopes. (Exhibits 2, 3)
- ix. Section 8.3.8, PUD Affidavit: The Board finds that the applicant shall record an affidavit with the register of deeds as required by this section of the Peninsula Township Zoning Ordinance. (Exhibit 3)
- x. The Board finds the Article VII of the Ordinance requires Vineyard Ridge to address the following items:

Section 7.1.2, Sanitation Requirements: The Board finds the development will be served by public sewer and water. These systems shall be constructed by the owner and reviewed by the Grand Traverse County Department of Public Works and the Township Engineer to ensure they are compliant with all applicable regulations. (Exhibits 2, 3, 8, 11)

Section 7.2.5, Stormwater Detention: The Board finds that the initial storm water control review was completed by the Township Engineer. Based on comments in a letter dated June 8, 2016 the

site plan shall be revised and resubmitted to show full compliance with the requirements of Storm Water Control Ordinance. (Exhibits 2, 3, 8)

Section 7.2.6, Supplemental Setbacks for Planned Unit Developments, Mobile Home Parks, and other Group Housing Developments: The Board finds that the site proposes a 90 foot buffer along the perimeter of the site which exceeds the buffer zone required by section 7.2.6 and this area shall be occupied by plant materials and appropriately landscaped. (Exhibits 2, 3)

Section 7.6, Off Street Parking and Loading Regulations: The Board finds that the proposal provides two (2) off street parking spaces for each dwelling unit as required by this section and an off street parking area for the community pool in addition to these requirements. (Exhibits 2, 3, 31)

Section 7.7, Developments Abutting Agricultural Lands: The Board finds that the proposed site plan shall be in compliance with the required 100 foot setback from agricultural lands found in section 7.7 of the Ordinance; specifically the stone entrance wall and stone fence columns shall be removed. (Exhibits 2, 3)

Section 7.10, Road Standards: The Board finds that the proposed PUD will develop a private road built to the Peninsula Township private road standards to provide residential and adequate emergency access to forty-seven (47) residential units. This private road shall be reviewed and developed according to the standards found in Section 7.10 of the Ordinance as per the Township Engineer comments in a letter dated June 8, 2016. (Exhibits 2, 3, 8, 15)

Section 7.11, Signs: The Board finds that signs are regulated by section 7.11 of the Ordinance. Per this section the development is allowed to have one entrance way sign that is a maximum of nine (9) square feet in area, six (6') feet in height and setback fifteen (15) feet from the right-of-way. (Exhibits 2, 3)

The Board finds that the applicants sign located at the intersection of Vineyard Ridge Dr. and Center Rd. is shall be dimensionally altered to be in compliance with the Ordinance 7.11 of the Ordinance. (Exhibits 2, 3)

Section 7.14, Exterior Lighting Regulations: The Board finds that the applicant is not proposing any street lighting as part of this petition. All exterior lighting on the residential units shall comply with the standards set forth in this section at the time of application for a land use permit. (Exhibits 2, 3)

This standard HAS/HAS NOT been met.

1. Peninsula Township Master Plan 2011
2. Peninsula Township Zoning Ordinance
3. Vineyard Ridge application dated April 18, 2016 submitted for Planning Commission 6/13/16
4. Grand Traverse County Tax Map No. 2811-3622
5. OMP RE LLC Zoning Map dated 05/10/2016
6. OMP RE LLC Future Land Use Map dated 07/12/2016
7. Letter from Harold Robbins, Grand Traverse County Soil Erosion Inspector dated June 3, 2016
8. Letter from Brian Boals, Gourdie-Fraser, dated June 8, 2016
9. Grand Traverse County Road Commission Conceptual Plan Review Checklist and comments dated June 2, 2016
10. Email from Jeremy Wiest, P.E., Michigan Department of Transportation dated April 4, 2016
11. Email from John Divozzo, Grand Traverse County Department of Public Works dated June 2, 2016
12. Letter from Lt. Chris Barsheff, Grand Traverse County Sheriff's Office dated April 21, 2016
13. Email from Erwin 'Duke' Elsner dated May 27, 2016
14. Vineyard Ridge Open Space Revision 2 Review Summary received June 13, 2016
15. Letter from Peter R. Wendling, Township Attorney dated June 14, 2016
16. Traffic Analysis provided by Mansfield Land Use Consultants dated August 3, 2016
17. Response to Tree Survey Request provided by Mansfield Land Use Consultants dated August 8, 2016
18. Letter and attachments from Ken Schmidt dated August 10, 2016
19. Draft Environmental Summary provided by Mansfield Land Use Associates received August 9, 2016
20. Letter from Dusty Christensen, LLA, Mansfield Land Use Consultants dated August 8, 2016
21. Vineyard Ridge Area Density Exhibit received August 9, 2016
22. Vineyard Ridge Use by Right Preliminary Site Plan dated July 18, 2016
23. Vineyard Ridge Typical Slope Stabilization for Individual Units dated August 2, 2016
24. Email from Jeremy Wiest, P.E. Michigan Department of Transportation dated August 9, 2016
25. Emails from Harold Robins, Grand Traverse County Soil Erosion Inspector received August 9, 2016
26. Email from Brian Boals, Gourdie Fraser, dated August 11, 2016
27. Letter from Chief Randy Rittenhouse, Peninsula Fire Department, dated August 5, 2016
28. Email from Dusty Christensen, Mansfield Land Use Associates, dated August 9, 2016
29. Supplemental Information submitted by Dusty Christenson, Mansfield Land Use Associates, dated September 6, 2016
30. Letter from Chief Randy Rittenhouse, Peninsula Fire Department, dated September 11, 2016
31. Memo from Peter Wendling, Township Attorney, dated September 12, 2016

September 6, 2016

Michelle Reardon
Director of Planning & Zoning
Peninsula Township
13235 Center Road
Traverse City, MI 49686

Dear Michelle,

Based on the requests from your August 24, 2016 email, the following information related to the proposed Vineyard Ridge PUD is being submitted.

1. A Phasing Plan exhibit that shows the planned locations for the necessary temporary turn around hammerheads per PTFD Chief Rittenhouse's request.
2. A final version of Otwell Mawby's Environmental Summary.
3. A copy of an email from the Grand Traverse County Road Commission stating that they have no further comments related to traffic and/or access to the property from Mathison Road.
4. A summary of our meeting with Traverse City Post Master Darren Whipple.
5. A supplemental site grading plan to address the concerns of the Township Engineer.

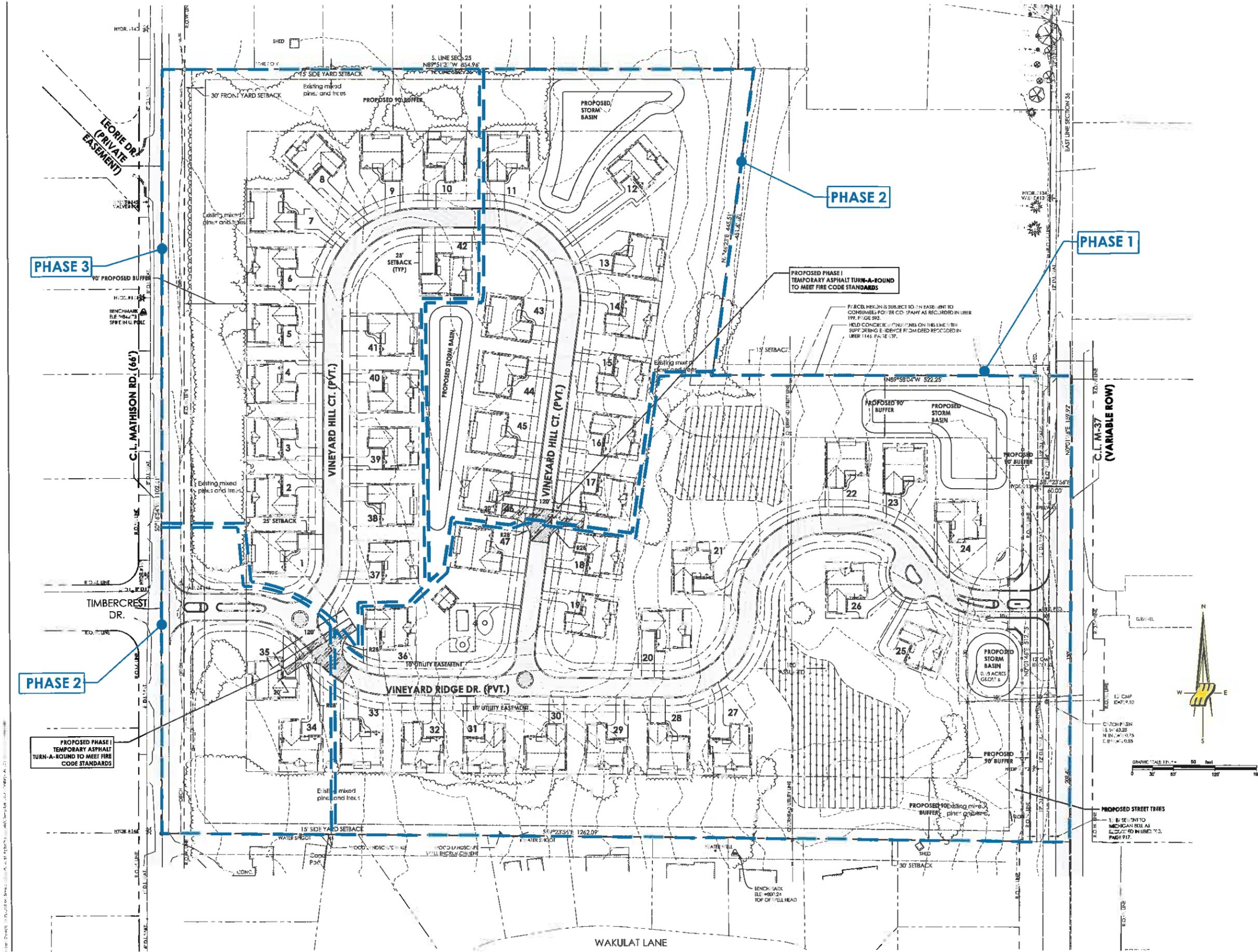
You also requested additional information related to the seasonal use of the proposed hot tub in your email. It is proposed that the hot tub be open no sooner than June 1st, and closed no later than September 15th. This proposed seasonal use of the hot tub should alleviate concerns about maintenance of and access to the common pool area that were discussed at the August Planning Commission meeting. Peter Wendling's August 22nd memo regarding the draft Master Deed and Condominium Bylaws has also been reviewed and the typographical errors mentioned will be fixed in the final draft of the documents. Also, the developer realizes that any withdrawals from the project would require an SUP amendment and intends to comply with the standards of the Peninsula Township Zoning Ordinance.

Thank you for your consideration of the enclosed documents and your time. At this time, we would like to request that the Planning Commission recommend approval of the Vineyard Ridge SUP, based on the complete findings of fact, to the Township Board. Should you have any questions or additional requests, please feel free to contact me.

Sincerely,



Dusty Christensen, LLA



PHASE 3

PHASE 2

PHASE 1

PHASE 2

PROPOSED PHASE 1
TEMPORARY ASPHALT
TURN-A-ROUND TO MEET FIRE
CODE STANDARDS

PROPOSED PHASE 1
TEMPORARY ASPHALT TURN-A-ROUND
TO MEET FIRE CODE STANDARDS

PARCEL HEREON IS SUBJECT TO AN EASEMENT TO
CONSUMERS POWER CO. SHOWN AS RECORDED IN LIBER
199, P. 67 & 68.

HOLD CONCRETE FOUNDATIONS ON THIS LINE WITH
SUPPORTING EVIDENCE FROM DEED RECORDED IN
LIBER 1144, PAGE 397.

PROPOSED PHASE 1
TEMPORARY ASPHALT
TURN-A-ROUND TO MEET FIRE
CODE STANDARDS

850 Creager Ave., Dr., Ste. 201
P.O. Box 7015
Traverse City, MI 49685
Phone: 231-946-9310
www.mansfield.com
info@mansfield.com

Mansfield

Land Use Consultants

NO.	DATE	BY	DESCRIPTION
1	11/11/11	KS	PRELIMINARY
2	11/11/11	KS	REVISIONS
3	11/11/11	KS	REVISIONS
4	11/11/11	KS	REVISIONS
5	11/11/11	KS	REVISIONS
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47	11/11/11	KS	REVISIONS

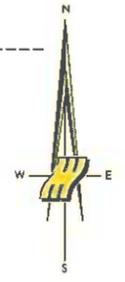
Ken Schmidt
Vineyard Ridge
PHASE I - TEMPORARY FIRE ACCESS ROAD PROVISIONS
Section 36, Twp. 28 North, Range 11 West
Peninsula Township, Grand Traverse County, Michigan

PRELIMINARY

DATE: 11/11/11

BY: KS

15119



PROPOSED STREET TREES
1. 6" DBH PINO
MICROBIAN BELL AS
LOCATED IN LIBER 70,
PAGE 917.

CATCH BASIN
ELEVATION: 43.25
N 81° 41' 37.5"
E 87° 4' 43.5"

1" CAP
ID#7-9.10

PROPERTY

BOUNDARY

EXISTING

PROPOSED



Otwell Mawby, P.C.
Consulting Engineers

ENVIRONMENTAL SUMMARY

Vineyard Ridge
Center Rd., Peninsula Township
Grand Traverse County, MI

Vineyard Ridge is a residential development located on a parcel of property comprising of approximately 27 acres. The parcel is in Peninsula Township, Grand Traverse County, MI between Center Road and Mathieson Roads. An environmental assessment was completed on the property to identify the historical use of the property. The assessment was completed as part of due diligence process on behalf of the prior owners. The environmental due diligence process includes a Phase I Environmental Assessment dated December 23, 2009, a Phase II Environmental Assessment dated Dec 23, 2009, and a Baseline Environmental Assessment and Section 7A Compliance Analysis dated February 2010 all prepared by Otwell Mawby, P.C. These reports are available for review at your request. The purpose of this document is to summarize some of the findings of the above referenced reports.

Based upon a review of available information, portions of the property have historically been utilized for orchard operations, with the remaining portions of the property historically consisting of undeveloped naturally vegetated fields. Review of the historical aerial photographs for this property indicate that the subject property was utilized for orchard use from approximately 1938 through 1964. The orchard operations included cherries and apples. This use is common to many properties located in Peninsula Township and Northern Michigan. Current and historical farming practices includes the use of agrochemicals and fertilizers. Common agrochemicals used in the orchards on 1930s and into the 1970s included several that are persistent (slow to break down) and immobile in the soil column. These characteristics provide the possibility for residual agrochemicals to remain in near the surface soils.

Residual Agrochemicals

As a result of the potential for residual agrochemicals to remain on the property, soil sampling was completed. The results of the soil sampling identified several constituents that would be associated with historical agrochemical use.

The Michigan Department of Environmental Quality has published generic residential cleanup criteria (GRCC) for various potential exposure scenarios. As these criteria are generic they are developed utilizing conservative assumptions. Comparison of the sample results to the generic residential criteria indicated that all of the detected residual agrochemicals were below the criteria with the exception of arsenic. Arsenic is a common residual agrochemical and likely the result of historical use of lead arsenate, a common pesticide historically utilized in orchard areas across northern Michigan. To better understand the results, the following summary is provided discussing how the MDEQ calculates the generic criteria and describes some of the conservative exposure assumptions utilized in its development.

For the MDEQ generic criteria to be applicable the exposure to the soil must be repetitive and occur over a long period of time. A one-time exposure would not substantially increase the exposure risk associated with arsenic. It would take repeated dermal and ingestion exposures over an extended period of time in order for the generic criteria to be applicable.

The generic direct contact criteria was developed based upon very conservative exposure assumptions requiring dermal contact and ingestion over a 30 year period. The ingestion exposure frequency is 350 days per year, which assumes that soils are tracked into the home allowing for ingestion 350 days/year. The dermal exposure frequency utilized by the MDEQ is 245 days per year. This takes into account the period when snow covers the soils and the days when the soils are frozen. It requires direct skin to soil contact.

The MDEQ analysis does not assume that there is any cover over the soils, that the soil is exposed for direct dermal contact or potential tracking into the home. A yard area with vegetative covering, a house that covers a portions of the property, driveways and parking areas all would successfully mitigate any potential direct contact exposure in areas where these features exist. Additional technical support documentation for the development of the MDEQ's generic criteria can be obtained from the MDEQ as RRD Operational Memorandum #1, Attachment #6.

Proposed Development and Mitigation

The proposed Vineyard development includes extensive rework of the site to allow for residential development including grading, construction of roadways, parking and drive areas, homes and landscape vegetation around the perimeters of the homes. Each of these features would provide substantial mitigation for potential direct contact exposure to the impacted soil. In general if the

soil cannot be dermally contacted, ingested or inhaled, then the direct contact exposure pathway is not complete. Thus if the soil is effectively covered up there is limited potential for dermal contact, tracking into the home, ingestion, etc.

Additional Measures

There are additional measures that can be considered to provide a higher comfort level for reduction of potential exposures. These include additional sampling and testing around a specific home site. Statistical analysis to further evaluate additional data. Modification of the exposure scenarios to something that a perspective owner may feel is more reasonable than the conservative assumptions utilized by the State, (development of the site-specific or unit-specific criteria), provide additional soil covering in areas of high use, or mixing of the soil with un-impacted soil to reduce the Arsenic levels. Each of these measures would provide additional reduction in the direct contact potential above and beyond what the proposed development will provide.

PREPARED BY:

OTWELL MAWBY, P.C.

A handwritten signature in black ink, appearing to read "Roger Mawby". The signature is written in a cursive style with a horizontal line underneath the name.

Roger L. Mawby, P.E.

Dusty Christensen

From: Garth Greenan <ggreenan@gtcrc.org>
Sent: Wednesday, August 24, 2016 10:31 AM
To: Dusty Christensen
Subject: RE: Vineyard Ridge Planned Unit Development - Peninsula Township

Hello Dusty:

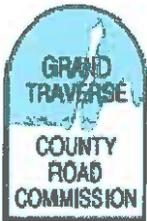
We have no other comments at this time. Upon submittal for permits, we will comment on the engineering of the drives.

Regards,
Garth

Garth Greenan, P.E.
Traffic Services Supervisor
Grand Traverse County Road Commission
1881 LaFranier Road
Traverse City, MI 49696
www.gtcrc.org

GTCRC Number: 231-922-4848
GTCRC FAX No.: 231-929-1836

Direct Number: 231-922-4849 ext 205
Mobile Number: 231-590-3638



From: Dusty Christensen [mailto:dusty@maaeps.com]
Sent: Wednesday, August 24, 2016 9:18 AM
To: Garth Greenan <ggreenan@gtcrc.org>
Subject: Vineyard Ridge Planned Unit Development - Peninsula Township

Good morning Garth,

Apologies for the continued emails related to Vineyard Ridge. We met with the Peninsula Township Planning Commission on Monday evening regarding the project and they requested that I double-check with the Road Commission to see if you had any comments related to the additional traffic analysis data that we sent to you on August 5th. If you have any additional comments related to this project, we would be happy to forward them on to the Township.

Thank you for your time,
Dusty

Dustin M. Christensen, LLA
Mansfield Land Use Consultants
830 Cottageview Drive, Suite 201

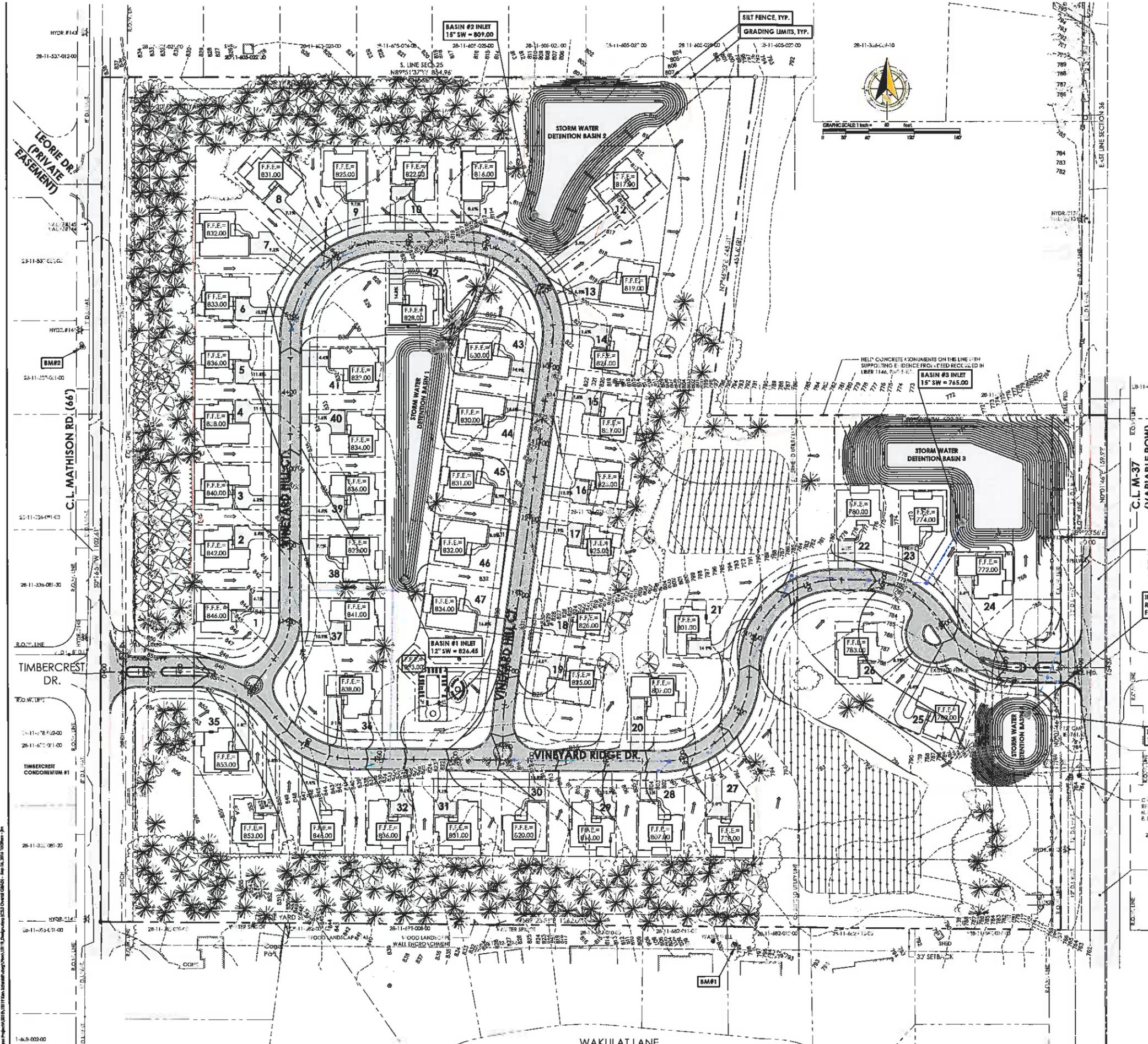
Vineyard Ridge - Application for PUD Special Use Permit
Meeting Summary – Traverse City Postmaster

August 31, 2016

On August 30, 2016, Mansfield Land Use Consultants met with Darren Whipple, Traverse City Postmaster, to discuss details related to future mail service for the proposed Vineyard Ridge development. The following is a summary of the key points from that discussion.

- The United States Postal Service (USPS) does not have any specific site plan requirements or standards that new developments must follow.
- The USPS works with developers and makes recommendations for mail service options. The USPS recommends centralized mail service for new residential developments, and the following options for mail service were discussed during the meeting:
 - One bank of lockable mail boxes within an easily accessed location in the development.
 - Two or more banks of lockable mail boxes at separate locations within the development.
 - Individual mail boxes for each unit throughout the development located on one side of the roads only.
- While centralized service is recommended, individual mail boxes within the development are acceptable to the USPS.
- For the convenience of future residents, the developer prefers to have individual mail boxes placed throughout the development.
- While there are no defined standards for centralized mail service design, the Postmaster prefers that any mail box banks be located so that there is sufficient room for mail carriers to safely park a vehicle and access the boxes.

It is proposed that the Vineyard Ridge development have one mail box post for every two units with two boxes on each post. Mail boxes will be located along one side of the roads. The developer will continue to work with the USPS and the Postmaster on mail service related items.



STORM SEWER TABLE:

BM#1: ELEV = 800.24
TOP OF WELL HEAD
N 9510.1400 E 8446.8904

BM#2: ELEV = 842.73
SPIKE IN UTILITY POLE
N 9429.3244 E 8454.7256

BASIN 1		BASIN 2		BASIN 3		BASIN 4	
Pipe No.	From To	Length	Diameter	Slope	Invert Upstream	Invert Downstream	CB/MH
STM-5	MH-5	220 ft	12 in	0.30%	827.65	826.55	831.35
STM-5	CB-5	39 ft	12 in	-1.77%	842.19	838.86	844.69
STM-2	MH-15	135 ft	12 in	0.33%	828.73	826.55	843.38
STM-4	CB-15a	39 ft	12 in	-1.77%	842.19	838.86	844.69
STM-4	MH-16	42 ft	12 in	0.24%	826.55	826.45	833.40
STM-5	CB-5a	48 ft	12 in	4.83%	831.97	822.65	836.47
STM-2	CB-7	48 ft	12 in	4.83%	831.97	822.65	836.47

BASIN 2		BASIN 3		BASIN 4				
Pipe No.	From To	Length	Diameter	Slope	Invert Upstream	Invert Downstream	CB/MH	
STM-1	MH-11	24 ft	15 in	8.37%	811.03	809.00	819.11	
STM-12	MH-10	117 ft	12 in	5.10%	816.97	811.00	821.47	
STM-13	MH-9	121 ft	12 in	2.67%	820.20	816.97	820.20	
STM-14	CB-9b	MH-9	20 ft	-8.75%	820.45	820.20	824.95	
STM-4	MH-12	MH-11	380 ft	12 in	3.91%	818.07	811.00	822.57
STM-5	MH-13	MH-12	86 ft	12 in	3.64%	821.20	818.07	825.70
STM-6	MH-14	MH-13	63 ft	12 in	3.86%	824.60	821.20	825.10
STM-7	CB-14a	MH-14	19 ft	12 in	-9.53%	824.79	824.60	829.29
STM-8	CB-14b	MH-14	19 ft	12 in	-9.53%	824.79	824.60	829.29
STM-15	CB-9a	MH-9	20 ft	12 in	-8.75%	820.45	820.20	824.95
STM-3	CB-11a	MH-11	38 ft	12 in	3.18%	812.21	811.00	818.71
STM-2	CB-11a	MH-11	23 ft	12 in	5.26%	812.21	811.00	818.71

BASIN 3		BASIN 4						
Pipe No.	From To	Length	Diameter	Slope	Invert Upstream	Invert Downstream	CB/MH	
STM-2	MH-3	MH-2	77 ft	15 in	2.50%	775.26	773.28	780.26
STM-5	MH-4	MH-3	102 ft	12 in	4.07%	779.42	775.26	783.92
STM-6	MH-5	MH-4	255 ft	12 in	5.41%	793.21	779.42	797.71
STM-7	MH-6	MH-5	52 ft	12 in	8.68%	797.73	793.21	802.29
STM-8	CB-6a	MH-6	20 ft	12 in	-4.60%	798.81	797.73	803.31
STM-9	CB-6b	MH-6	20 ft	12 in	-4.60%	798.81	797.73	803.31
STM-4	MH-3	CB-3b	20 ft	12 in	6.85%	775.26	775.89	780.26
STM-3	MH-3	CB-3a	20 ft	12 in	6.85%	775.26	775.89	780.26
STM-10	MH-7	MH-4	284 ft	12 in	8.15%	814.35	797.73	818.85
STM-11	CB-7a	MH-7	46 ft	12 in	3.35%	814.81	814.35	819.31
STM-1	MH-2	OUT-2	91 ft	15 in	9.11%	773.29	765.00	778.29

BASIN 4								
Pipe No.	From To	Length	Diameter	Slope	Invert Upstream	Invert Downstream	CB/MH	
STM-2	CB-1a	MH-1	36 ft	12 in	-5.05%	764.00	763.82	768.50
STM-3	CB-1b	MH-1	15 ft	12 in	-32.13%	764.00	763.82	768.50
STM-4	MH-2	OUT-2	52 ft	12 in	3.50%	763.82	762.00	768.60

GENERAL CONSTRUCTION NOTES:

- FINAL GRADING SHALL PROVIDE POSITIVE DRAINAGE ACROSS THE ENTIRE SITE, EXCEPT AT BUILDING ENTRANCES AND CONCRETE APPROACH SLABS. THE GRADE ADJACENT TO THE BUILDING FOOTPRINT SHALL BE 6" BELOW THE FIRST FLOOR ELEVATION. AT BUILDING ENTRANCES AND CONCRETE APPROACH SLABS, THE GRADE SHOULD BE 3/4" BELOW THE FIRST FLOOR ELEVATION.
- RESTORATION SHALL INCLUDE FURNISHING AND PLACING 4" OF TOPSOIL AND HYDRO-SEEDING TO THE EXTENTS OF THE DISTURBED AREAS ON THE SITE. MULCH BLANKET IS REQUIRED WHERE SLOPES ARE 3:1 OR GREATER.
- THE FINAL GRADES ADJACENT TO ALL SIDEWALK APRONS SHALL MATCH THE TOP OF CONCRETE WITH NO STEP DOWN.

INFILTRATION STORM BASIN #1:
DRAINAGE AREA = 2.55 ACRES
DESIGN STORAGE VOLUME = 44,053 CFT
DESIGN TOP ELEVATION = 831.50
DESIGN HIGH WATER LEVEL = 830.48
DESIGN BOTTOM ELEVATION = 826.00
DESIGN MAXIMUM DEPTH = 4.48 FT

INFILTRATION STORM BASIN #2:
DRAINAGE AREA = 9.03 ACRES
DESIGN STORAGE VOLUME = 93,595 CFT
DESIGN TOP ELEVATION = 811.00
DESIGN HIGH WATER LEVEL = 809.96
DESIGN BOTTOM ELEVATION = 805.00
DESIGN MAXIMUM DEPTH = 4.76 FT

INFILTRATION STORM BASIN #3:
DRAINAGE AREA = 10.92 ACRES
DESIGN STORAGE VOLUME = 72,800 CFT
DESIGN TOP ELEVATION = 766.00
DESIGN HIGH WATER LEVEL = 764.79
DESIGN BOTTOM ELEVATION = 760.00
DESIGN MAXIMUM DEPTH = 4.77 FT

INFILTRATION STORM BASIN #4:
DRAINAGE AREA = 2.32 ACRES
DESIGN STORAGE VOLUME = 20,800 CFT
DESIGN TOP ELEVATION = 747.50
DESIGN HIGH WATER LEVEL = 746.44
DESIGN BOTTOM ELEVATION = 742.00
DESIGN MAXIMUM DEPTH = 4.44 FT

830 Conspicuous Dr., Ste. 201
P.O. Box 4015
Troy, MI 48063
Phone: 248-346-9310
www.mansfield.com
info@mansfield.com

Mansfield
Land Use Consultants

01	DATE	BY	CHK	DESCRIPTION
01	10/20/14	KS	CS	Issue plan with re-buildings
02	02/02/14	KS	CS	Additional C.O. R.I.
03	04/10/14	KS	CS	Issue plan with re-buildings
04	07/10/14	KS	CS	Issue plan with re-buildings
05	04/24/14	KS	CS	Issue plan with re-buildings
06	04/24/14	KS	CS	Issue plan with re-buildings
07	04/24/14	KS	CS	Issue plan with re-buildings
08	04/24/14	KS	CS	Issue plan with re-buildings
09	04/24/14	KS	CS	Issue plan with re-buildings
10	04/24/14	KS	CS	Issue plan with re-buildings

INSTALL 11 SYDS OF HEAVY RIPRAP ON GEOTEXTILE FABRIC AT EACH OUTLET, TYP.

Ken Schmidt
Vineyard Ridge
OVERALL GRADING PLAN
Section 36, Town 28 North, Range 11 West
Peninsula Township, Grand Traverse County, Michigan

PRELIMINARY

15119

C5.0

CONDOMINIUM BYLAWS

VINEYARD RIDGE CONDOMINIUM

SECTION 1 ASSOCIATION OF OWNERS

1.1 Organization. Vineyard Ridge Condominium is a residential site condominium project located in Peninsula Township, Grand Traverse County, Michigan, being developed in a single phase, to comprise a maximum of Forty-Seven (47) building sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Owners, mortgagees, lessees, or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, the Condominium Bylaws, the Association's Articles of Incorporation, the Association Bylaws, and other Condominium Documents that pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

SECTION 2 MEMBERSHIP AND VOTING

2.1 Membership. Each Owner of a Unit in the Project shall be a member of the Association during the period of ownership, and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to a Unit.

2.2 Voting Rights. Each Owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned, when voting by value. Voting shall be by number except when the Master Deed or Bylaws specifically require voting to be by number and value, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote. No Owner other than Developer will be entitled to vote at any meeting of the Association until the Owner has presented written evidence of ownership of a Unit in the Project, nor shall the Owner be entitled to vote (except for elections pursuant to Section 3.4) before the Initial Meeting of Members. An Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's unit. Developer shall be entitled to vote only those Units to which Developer still holds title.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the secretary of the Association. The certificate shall state the name and address of the individual representative designated; the number of the Unit owned; and the name and address of the person or persons, firm, corporation, partnership, association, trust, or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, 51 percent of the Owners entitled to vote and present in person or by proxy (or written vote, if applicable) shall constitute a majority for the approval of the matters presented to the meeting, except when these Bylaws, the Master Deed, or law required a majority exceeding a simple majority.

SECTION 3 MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer and may be called at any time after two or more of the Units of the Project have been sold and the buyers qualified as members of the Association. In no event, however, shall the initial meeting be called later than (a) 120 days after the conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the total number of Units that may be created in the Project or (b) 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under Section 6 of the Master Deed shall be included in the calculation of the number of Units that may be created. Developer may call meetings of members of the Association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days before the date of an annual meeting, written notice of the date, time, place, and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; but no less than thirty (30) days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by Developer of legal or equitable title to an Owner of a Unit in the Project or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, Developer shall select two or more persons from the nondeveloper Owners to serve as an advisory committee to the Board of Directors (the “Advisory Committee”). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the nondeveloper Owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at the request of the Advisory Committee, but there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 25 percent of the Units that may be created in the Project, at least one director and not less than one-fourth of the Board of Directors of the Association shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 50 percent of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the Units that may be created in the Project and before conveyance of 90 percent of those Units, the nondeveloper Owners shall elect all directors on the board except that Developer shall have the right to designate at least one director as long as Developer owns and offers for sale at least 10 percent of the Units in the Project or as long as 10 percent of the Units remain that may be created.

3.5 Owner Control. If 75 percent of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner, the nondeveloper Owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and Developer will have the right to elect the percentage of members of the board equal to the percentage of Units that are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in Section 3.4. Application of this provision does not require a change in the size of the board as designated in the Association bylaws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the board that the nondeveloper Owners have a right to elect or the product of the number of members of the board multiplied by the percentage of Units held by the nondeveloper Owners results in a right of nondeveloper Owners to elect a fractional number of members of the board, a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, Developer shall have the right to elect the remaining members of the board. Application of this provision shall not eliminate the right of Developer to designate at least one member as provided in Section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of 35 percent of the Owners entitled to vote shall constitute a quorum of members. The written vote of an Owner properly furnished at or before a meeting at which the Owner is not present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

SECTION 4 ADMINISTRATION

4.1 Board of Directors. The business, property, and affairs of the Association shall be managed by a board of directors (the "Board of Directors") to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to the directors selected by Developer before the initial meeting of members shall be binding on the Association as though the actions had been authorized by a Board of Directors elected by the members of the Association so long as the actions are within the scope of the powers and duties that a Board of Directors may exercise under the Condominium Documents. A service contract or management agreement entered into between the Association and Developer or affiliates of Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held and on thirty (30) days' notice at any time for cause.

4.2 Powers and Duties. The Board shall have all powers and duties necessary to administer the affairs of the Association and may take all actions in support of the administration that are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:

- (a) care, upkeep, and maintenance of the Common Elements
- (b) development of an annual budget and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium
- (c) employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property
- (d) adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws
- (e) opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association and designating signatories required for those purposes
- (f) obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration

(g) granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents

(h) authorizing the execution of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners

(i) making repairs, additions, and improvements to or alterations of the Common Elements and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings

(j) asserting, defending, or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, on written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association

(k) further duties as may be imposed by resolution of the members of the Association or that may be required by the Condominium Documents or the Act

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. The accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at times required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of the review or audit shall be an expense of administration.

4.4 Maintenance, Repair, and Replacement. The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in Section 6.3 of the Bylaws) is as follows:

(a) All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

(b) All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence,

misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain, repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements. Any such maintenance, repair and replacement shall comply with all ordinances of Peninsula Township.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by MCL 559.205. The fund shall be established in the minimum amount required on or before the Transitional Control Date and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this section may prove to be inadequate, and the Board should carefully analyze the Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

4.6 Construction Liens. A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit on which the work was performed, and a lien for work authorized by Developer or the principal contractor shall attach only to Condominium Units owned by Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of the Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or Developer.

4.7 Managing Agent. The Board may employ a management company or managing agent at a compensation established by the Board to perform the duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. Developer or any person or entity related to Developer may serve as managing agent, but any compensation paid to Developer shall be at competitive rates.

4.8 Officers. The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only on the affirmative vote of 67 percent or more of all Owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association on 10 days notice to all Owners in the manner and to the extent provided by the Association Bylaws. If no judicial determination on indemnification has been made, an opinion of

independent counsel on the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

SECTION 5 ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance covering the interests of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Common Elements shall be receipts of administration.

5.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

(a) Initial Budget. The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year that will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget shall be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of an Owner for any existing or future assessment.

(b) Budget Adjustments. If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient (i) to pay the costs of operation and maintenance of the Common Elements, (ii) to provide for the replacement of existing Common Elements, (iii) to provide for additions to the Common Elements not exceeding \$5,000 annually, or (iv) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy any additional assessments it deems necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

(c) Special Assessments. The Board of Directors may make special assessments in excess of those permitted by subsections (a) and (b) from time to time following the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to (i) assessments for additions to the Common Elements costing more than \$5,000 in any year, (ii) assessments to purchase a Unit on foreclosure of the lien described in Section 5.5, or (iii) assessments for any other appropriate purpose not specifically described. Special

assessments referred to in this subsection (but not those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 67 percent or more (in number and in value) of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments. Except as otherwise provided herein, all assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board elects some other periodic payment schedule, annual assessments will be payable by Owners in four (4) equal quarterly installments, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for the payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident Owners until those Owners begin to use the Common Elements on a regular basis.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of the amounts the Board deems proper to operate and maintain the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year. Any reserves established by the Board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

5.5 Collection of Assessments. Each Owner shall be obligated for the payment of all assessments levied on the Owner's Unit while that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit.

(a) Legal Remedies. In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid

assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a mortgage of record recorded before the recording of any notice of lien by the Association; and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment as provided by MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

(b) Sale of Unit. On the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the buyer in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A buyer or grantee may request a written statement from the Association for the amount of unpaid assessments levied against the Unit being sold or conveyed, and the buyer or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to, a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. However, unless the buyer or grantee requests a written statement from the Association at least five days before the sale as provided in the Act, the buyer or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorney fees.

(c) Self-Help. The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation or may discontinue the furnishing of services to an Owner in default under any of the provisions of the Condominium Documents on seven days' written notice to the Owner of the Association's intent to do so. An Owner in default shall not be entitled to use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues, but this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

(d) Application of Payments. Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest charges and fines for late payment on the assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of Developer. The responsibility of Developer for assessments is as follows:

(a) Pret turnover Expenses. Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of

general or special assessments. At the time of the initial meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

(b) Postturnover Expenses. After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by Developer until construction of a building on a Unit is commenced.

(c) Exempted Transactions. Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement, capital improvements, or additions or to finance litigation or other claims against Developer.

SECTION 6 TAXES, INSURANCE, AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase is established. Taxes and assessments that become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs shall be assessed only against the individual Units. For tax and special assessment purposes, no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

6.2 Insurance Coverage. The Association shall be appointed as attorney-in-fact for each Owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable, casualty insurance with extended coverage, vandalism, and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Owners, the mortgagees, and Developer, as their interests may appear. The insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) Owner Responsibilities. Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit and

for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation for any claims against any Owner or the Association for insured losses.

(b) Common Element Insurance. The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible for maintaining insurance with respect to the Limited Common Elements, the Units themselves, or any improvements located within the Units.

(c) Fidelity Insurance. The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees, and all others who are responsible for handling funds of the Association.

(d) Power of Attorney. The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or another interest in the Condominium or the Property to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases on the payment of claims.

(e) Indemnification. Each individual Owner shall indemnify and hold harmless every other Owner, Developer, and the Association for all damages, costs, and judgments, including actual attorney fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Owner, Developer, or the Association, which rights are waived.

(f) Premium Expenses. Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration of the Association.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision whether or not it will be reconstructed or repaired will be made in the following manner:

(a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80 percent or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. However, if the damaged property is common roadway and is the

sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80 percent or more of the Owners agreeing not to repair or rebuild includes the Owners of all such Units.

(b) Limited Common Elements and Improvements. If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Unit and its improvements to a clean and slightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

(c) Reconstruction Standards. Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for the improvements located within the Unit, unless prior written approval for changes is obtained from the Architectural Review Committee.

(d) Procedure and Timing. Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the Association, 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 cover the estimated cost of reconstruction or repair required to be performed by the Association or if at any time during the reconstruction or repair the funds for the payment of the costs by the Association are insufficient, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

(e) Compliance with Local Ordinances. Any reconstruction and repair is required to meet all local ordinances and codes, including all ordinances of Peninsula Township as applicable at the time of any reconstruction and/or repair.

6.4 Eminent Domain. The following provisions will control on any taking by eminent domain:

(a) Condominium Units. In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for the taking shall be paid to the Owner of the Unit and any mortgagee, according to their interests. If an Owner's entire Unit is taken by eminent domain, the Owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

(b) Common Elements. In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be

paid to the Association for use by or distribution to its members. The affirmative vote of 80 percent or more of the Owners in number and in value shall determine whether to rebuild, repair, or replace the portion taken or to take another action.

(c) Amendment to the Master Deed. If the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly; and if any Unit has been taken, Section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based on the continuing total value of the Condominium of 100 percent. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

(d) Notice to Mortgagees. If any Unit in the Condominium, the Common Elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.

(e) Inconsistent Provisions. To the extent not inconsistent with the provisions of this section, MCL 559.233 shall control on any taking by eminent domain.

SECTION 7 CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Design standards for Units in the Project are set forth in this section. Design standards promote quality, value, and stability for Unit Owners. The standards in this section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

7.2 Review Committee. Developer has or will establish an architectural review committee (the "Review Committee"). The Review Committee shall be composed of three (3) then Owners of Units in the condominium, including Developer, while they own such Units. The Review Committee shall be selected by a majority vote of the then Owners of Units in the Condominium, for a term of three (3) years. The Review Committee may designate a representative to act for it. In the event of death or resignation of any member of the Review Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Review Committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The mission of the Review Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

7.3 Architectural Review. No residences, buildings, fences, walls, drives, walks, landscaping or other improvements on any Unit shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color

and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to the Review Committee, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plans, that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, the Review Committee shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole. In the event the Review Committee approves a landscaping plan, but deems it to create an extraordinary burden on the maintenance responsibilities of the Association, the Review Committee may condition such approval on the Unit Owners acceptance of an additional assessment or the financial responsibility associated with the landscaping plan.

7.4 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by the Review Committee. If building construction is intended to commence within three months after the date of plan approval, the name of the proposed residential builder must be submitted when the plans and specifications are submitted. If construction is to be delayed beyond three months, the name of the proposed residential builder must be submitted for approval at least 60 days before the commencement of construction. In its approval process, the Review Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements must also be done by contractors approved in writing by the Review Committee.

7.5 Procedure. The Review Committee's approval or disapproval as required in Section 7.3 and 7.4 above shall be in writing. In the event the Review Committee or its designated representative fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted (in the case of Section 7.3) or after a proposed residential builder has been submitted (in the case of Section 7.4), or in the event, if no suit to enjoin the construction or the use of the builder has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

7.6 Specific Requirements. All approvals required by this section shall comply with the following requirements:

(a) Construction Materials. Each residence shall be finished with natural wood, masonry (brick), stone or cement siding, including windows clad with either aluminum or vinyl. Exposed chimneys shall be constructed of brick or stone; and exposed concrete masonry on all other visible improvements shall also be finished with brick or stone, subject to a maximum of 12 inches of allowable exposed concrete. Roofs must be of shingle construction using cedar, fiberglass, or asphalt shingles. Driveways may be of asphalt, brick, or cement. Any decorative fencing shall be constructed primarily of wood

or have a wood appearance. All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request.

(b) Size and Space Requirements. All dwellings constructed on any Unit shall be single-story (walkout) or two-story, with no less than 1,600 square feet of ground floor finished living area (as calculated on exterior dimensions, exclusive of decks, porches, patios, garages, and basements whether full basements, daylight basements, or walkout basements).

(c) Improvements and Outbuildings. Each residence must be equipped with an attached garage of not less than two stalls and not more than three stalls. No out buildings, detached structures or car ports shall be erected on any Unit.

(d) Letter and Delivery Boxes. The Review Committee will determine the location, design, and permitted lettering of all mail and paper delivery boxes. Each Owner will either install a mailbox and delivery box or pay the reasonable cost of installation as determined by the Review Committee for installation by the Association.

(e) Exterior Stairways. Exterior stairways adjoining any deck to the ground level are permissible.

7.7 Local Codes and Ordinances. In addition to the construction requirements in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected, as well as all zoning and police power ordinances of Peninsula Township.

7.8 Time for Construction. At the time of submitting the name of a proposed residential builder for approval, a date for commencement of construction (which shall not be more than three years after the date of approval) must be agreed on and approved by the Review Committee. Once construction has started, work on the building including all exterior finishes, landscaping and paving must be diligently pursued and completed within a maximum of 12 months from the date of commencement. The Committee may extend the time for commencement or completion when, in its opinion, conditions warrant an extension.

7.9 Reserved Developer Rights. The purpose of Section 7 is to ensure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding on both the Association and all Owners in the Project. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Property as may be reasonable to enable development and sale of the entire Project.

7.10 Building Lines. For the purpose of this section, the word *building* will mean the main residence; the garage and related outbuildings; and their projections such as eaves; bay, bow, or oriel windows; exterior chimneys; covered porches; porticos; loggias; and similar

projections. *Building* will not include open pergolas, uncovered porches, open terraces, stoops, steps, or balustrades the sides of which do not extend more than three feet above the level of the ground floor of the main building.

7.11 Permitted Variance. The Review Committee may, on a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to an extent and in a manner that does not violate the spirit and intent of the requirements.

7.12 Setback Lines. No building will be erected on any Unit nearer to the street line or to either side Unit boundary or closer to the rear Unit boundary than permitted by the setback requirements of the zoning applicable to the Unit that is in effect at the time of the contemplated construction of any building unless a variance or other permission for the setback is obtained from the applicable authority. If compliance with these setback requirements is impracticable or would create a hardship for a corner Unit or an odd-shaped building site, the Review Board may specify front yard, side yard, and rear yard widths and depths that are less than those required by this section. When 1½ or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the property of adjoining owners.

7.13 Building Height. The height of any building shall not be more than two (2) stories. If any portion of a level or floor within a building is below grade, all of that level or floor shall be considered a basement level.

7.14 Improvements Adjoining Roadway. No trees, plantings, fencing, or other improvements will be placed where they obstruct vehicular visibility at or near street intersections.

7.15 Soil from Excavation. All soil to be removed from any of the Units in the course of grading or excavating will, at Developer's option, become the property of Developer and be placed by the Owner or the Owner's contractor at the Owner's expense in a location within or adjoining the Project designated by Developer.

SECTION 8 USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood are permitted as incidental to primary residential use. No building intended for other business uses and no apartment house, rooming house, day care facility, foster care residence, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.

8.2 Home Occupations. To be permitted as a *home occupation*, there must be (a) no sign or display that indicates from the exterior that the residence is being used for any purpose other than that of a single-family dwelling; (b) no goods or commodities kept for viewing or sale within the Unit or the Project; and (c) no mechanical or electrical equipment used other than personal computers and other office equipment. In no event shall any barbershop, styling salon, beauty parlor, tearoom, animal hospital, or any other form of animal care or treatment such as dog trimming be considered as a home occupation.

8.3 Common Areas. The Common Elements shall be used only by the Owners of Units in the Condominium and their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for other purposes incidental to use of the Units. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.

8.4 Use and Occupancy Restrictions. In addition to the general requirements of Sections 8.1–8.3, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

(a) Exterior Changes. No Owner shall make any additions, alterations, or modifications to any of the Common Elements or any changes to the exterior appearance of the building or other improvements within the perimeters of the Owner's Unit without prior approval of Developer or the Review Committee. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance.

(b) Unit Rental. No portion of a Unit may be rented and no transient tenants be accommodated in any building, but this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.

(c) Nuisances. No nuisances shall be permitted on the Property, nor shall any use or practice be permitted that is a source of annoyance to or that unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash or for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units.

(d) Prohibited Uses. Nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or

kept in the Owner's Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements or that will violate any law.

(e) Signs. No signs or other advertising devices (other than one professionally made unlit sign or a sign of substantially the same quality and appearance advertising a unit for sale that is not larger than four square feet in size) shall be displayed from any residence or on any Unit that are visible from the exterior of the Unit or from the Common Elements without written permission from the Association or its managing agent.

(f) Personal Property. No Owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other items of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit a Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony of a Unit, though no such furniture or other personal property shall be stored on any open patio, deck, or balcony that is visible from another Unit or from the Common Elements of the Project.

(g) Firearms and Weapons. No Owner shall use or permit the use by any occupant, agent, tenant, invitee, guest, or member of the Owner's family of any firearms; air rifles; pellet guns; BB guns; bows and arrows; illegal fireworks; or other dangerous weapons, projectiles, or devices anywhere on or about the Property.

(h) Pets and Animals. No animals, livestock, or poultry shall be raised, bred, or kept on any Unit except that domestic dogs, cats, and other types of household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. No exotic, savage, or dangerous animals shall be kept on the Property. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time and must at all times be kept under care and restraint so they are not obnoxious on account of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose on the Common Elements or on any Unit except the Unit owned by the owner of the animal, and the owner of each pet shall be responsible for cleaning up after it. No dog houses or dog runs shall be permitted. Underground or "invisible" pet control or containment systems are permissible.

(i) Recreational Vehicles. No recreational vehicles, boats, or trailers shall be parked or stored in any garage (if the storage would prevent full closure of the garage door) or elsewhere on the Property, without the written approval of the Association. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view. No trailer, motor home, or mobile home (including manufactured, modular, pre-fabricated or similar home), campers, basement home, tent, shack, garage, barn, or other out buildings on any Unit shall be used as a residence, either temporarily or permanently. Trailers,

motor homes, or campers must not be parked outside except temporarily, which shall be defined as no more than ten (10) days in any twelve (12) month period. No outdoor playground equipment (swings, slides, etc.) shall be permitted and all vehicles must be parked within the garage.

(j) Lawn Care, Landscaping and Exterior Maintenance. The lawn and landscaping appurtenant to each Unit shall be maintained by the Association and may not be altered or changed in any manner unless approved in writing by the Review Committee. In addition, all outside maintenance of every Unit, including the structures constructed thereon, shall be performed by the Association.

(k) Trash Containers and Pick Up. All trash shall be placed in containers approved by the Review Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection.

(l) Exterior Lighting. No vapor lights, dusk-to-dawn lights, or other lights that are regularly left on during the night may be installed or maintained on any Unit without the prior consent of the Review Committee.

(m) Solar Panels and Satellite Dishes. No solar panel may be installed on any Unit until the type, design, and location of the solar panel has been approved in writing by the Review Committee. An Owner may install a satellite dish on the Owner's Unit no larger than eighteen (18") inches in diameter, subject to reasonable prior approval by the Review Committee for size, location, color, and screening. To the extent required by applicable federal law, the Review Committee's regulations shall not unreasonably impair a Owner's installation, maintenance, or use of a satellite dish.

(n) Use of Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day). No vehicles shall be parked on or along the roadways (except for parties or receptions generating a need for off-site parking), and Owners shall not personally use or obstruct any guest parking areas that are located on the Common Elements of the Project without the prior consent of the Association. No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or that affects an Association responsibility in any way. In general, no activity shall be carried on or condition maintained by any Owner either in the Owner's Unit or on the Common Elements that despoils the appearance of the Condominium.

(o) Application of Restrictions. Unless arbitration is elected pursuant to these Bylaws, a dispute or question whether a violation of any specific regulation or restriction in this section has occurred shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which shall be binding on all owners and other parties with an interest in the Project.

8.5 Zoning Compliance. In addition to the restrictions in Section 8, the use of any Unit or structure on the Property must satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for the use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

8.6 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of the rules and regulations must be furnished by the Board to each Owner at least 10 days before their effective date and may be revoked at any time by the affirmative vote of the Board or 60 percent or more of all Owners.

8.7 Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community used and occupied for the benefit of the Owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, Developer, or any person to whom it assigns this right, may, at its option, elect to maintain, repair, or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, and this right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.

8.8 Owner Enforcement. An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by an action for injunctive relief or damages against the Association, its officers, or another Owner in the Project.

8.9 Remedies on Breach. In addition to the remedies granted by Section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Section 8, to enter the Unit and to remove or correct the cause of the violation. The entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

8.10 Reserved Rights of Developer. The restrictions in this section shall not apply to the commercial activities of Developer during the Development and Sale Period. Developer shall also have the right to maintain a sales office, advertising display sign, storage areas, and reasonable parking incident to its sales efforts and to reasonable access to, from, and over the Property to enable development and sale of the entire Project.

8.11 Assignment and Succession. Developer may be assigned any of the rights granted to or reserved by it in the Condominium Documents or by law to any other entity or to the Association. Any assignment or transfer shall be made by an appropriate document in writing, signed by Developer and recorded in the register of deeds office for the county where the Project

is located. On qualification, the assignee will have the same rights and powers as those granted to or reserved by Developer in the Condominium Documents.

8.12 Uses Meeting Local Codes and Ordinances. Notwithstanding all of the other provisions under this Section 8 of the Bylaws with respect to uses, all uses must meet the requirements of local laws, codes, and the ordinances, including all ordinances of Peninsula Township.

SECTION 9 MORTGAGES

9.1 Notice to the Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (in this section, the “Mortgagee”), and the Association will maintain this information. The information relating to Mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each of the Mortgagees of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be granted the following rights:

(a) Inspection and Notice. On written request to the Association, a Mortgagee will be entitled (i) to inspect the books and records relating to the Project on reasonable notice, (ii) to receive a copy of the annual financial statement that is distributed to Owners; (iii) to notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor’s obligations that is not cured within thirty (30) days; and (iv) to notice of all meetings of the Association and its right to designate a representative to attend the meetings.

(b) Exemption from Restrictions. A Mortgagee that comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure shall be exempt from any option or right of first refusal on the sale or rental of the mortgaged Unit in the Condominium Documents.

9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer’s Home Administration, the Government National Mortgage Association, and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of their participation.

SECTION 10 LEASES

10.1 Notice of Lease. An Owner, including Developer, who intends to lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form. No Unit shall be leased for a period of less than one (1) year without the prior written consent of the Association.

10.2 Terms of Lease. All occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require compliance.

10.3 Remedies of the Association. If the Association determines that any non-Owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

(a) Notice. The Association shall notify the Owner by certified mail advising of the alleged violation by the non-Owner occupant.

(b) Investigation. The Owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the non-Owner occupant or to advise the Association that a violation has not occurred.

(c) Legal Action. If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the non-Owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Owner and the non-Owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the non-Owner occupant and the Owner liable for any damages to the Common Elements caused by the Owner or the non-Owner occupant in connection with the Unit or the Project.

10.4 Liability for Assessments. If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non-Owner occupant occupying the Owner's Unit under a lease or rental agreement and the non-Owner occupant, after receiving such notice, shall deduct from rental payments due the Owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non-Owner occupant.

SECTION 11 TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual Owner may, without restriction under these Bylaws, sell, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit.

11.2 Notice to Association. Whenever a Owner sells, gives, devises, or otherwise transfers the Owner's Unit or any interest in the Unit, the Owner shall give written notice to the Association within five days after consummating the transfer. The notice shall be accompanied by documents evidencing the title or interest transferred.

SECTION 12 ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws, or other Condominium Documents and any disputes, claims, or grievances arising among or between Owners or between Owners and the Association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration; and the parties shall accept the arbitrator's decision and award as final and binding. The Arbitration Rules for the Real Estate Industry of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations.

12.2 Disputes Involving Developer. A contract to settle by arbitration may also be executed by Developer and any claimant for any claim against Developer that might be the subject of a civil action, provided as follows:

(a) Buyer's Option. At the exclusive option of a Buyer or an Owner in the Project, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, a Unit, or the Project.

(b) The Association's Option. At the exclusive option of the Association of Owners, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that arises out of or relates to the Common Elements of the Project if the amount of the claim is \$10,000 or less.

12.3 Preservation of Rights. Election by any Owner or by the Association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

SECTION 13 COVENANT TO BUILD AND OPTION TO PURCHASE

13.1 Covenant to Build. Each Owner of a Unit in the Condominium, by acceptance of a deed of conveyance or land contract from Developer, agrees to commence construction of a residence on the Owner's Unit, in conformity with the restrictions in the Condominium Documents, not later than twenty four (24) months from the date on which the deed or contract is delivered to the Owner.

13.2 Option to Repurchase. If construction of a residence on the Unit does not commence within the twenty four (24) month period allowed by Section 13.1, Developer will have the option to repurchase the Unit at any time after the expiration of the period for construction, provided that construction has not then begun, by payment to the Owner of the purchase price paid by the Owner or the Owner's predecessors to Developer when the Owner acquired the Unit. Developer may exercise this option by giving written notice to the Owner, and the repurchase shall be closed within 10 days from the date of the notice. At closing, Developer will pay the purchase price to the Owner, and the Owner will deliver to Developer a warranty deed free and clear of all liens and encumbrances other than those reflected on the original title policy under which the Owner received title. This option shall run with the land.

13.3 Right of First Refusal. If an Owner does not construct a residence on the Unit and desires to sell, assign, transfer, or convey the Unit to another party within five years from the date of receiving a deed or land contract from Developer, Developer shall have an option to repurchase the Unit for a purchase price at the lesser of the price for which the Owner proposes to transfer the Unit to another party or the purchase price paid by the Owner or the Owner's predecessors to Developer.

13.4 Exercise of Refusal Right. Developer shall have thirty (30) days from the date of receiving notice from the Owner of the latter's intention to sell, transfer, or convey the Unit in which to elect to repurchase. The option may be exercised by giving written notice to the Owner, and the repurchase shall be closed within 10 days from the date of the notice. At closing, Developer will pay the purchase price to the Owner, and the owner shall deliver to Developer a warranty deed clear of all liens and encumbrances other than those reflected on the original title policy under which the Owner received title to the Unit. This option shall run with the land, and if the Owner breaches it, Developer will have the right to acquire the Unit from a subsequent buyer on the same price and terms, commencing on the date Developer learns of the transfer and expiring 90 days later.

13.5 Modification of Terms. The provisions of this Section 13 maybe waived in writing by Developer or may be modified by a written agreement between the Owner and Developer.

SECTION 14 OTHER PROVISIONS

14.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached or as defined in the Act.

14.2 Severability. If any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of the documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

14.3 Notices. Notices provided for in the Act, Master Deed, or Bylaws shall be in writing and shall be addressed to the Association at its registered office in the State of Michigan and to any Owner at the address in the deed of conveyance or at another address subsequently provided. The Association may designate a different address for notices to it by giving written notice of the change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by U.S. mail with postage prepaid or when delivered in person.

14.4 Amendment. These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed by Section 9 of the Master Deed.

14.5 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:

1. the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws
2. these Condominium Bylaws
3. the Articles of Incorporation of the Association
4. the Association Bylaws
5. the Rules and Regulations of the Association
6. the Disclosure Statement

Peninsula Township Fire Department

September 11, 2016

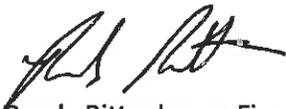
Michelle L. Reardon
Director of Planning & Zoning
13235 Center Road
Traverse City, MI 49686
planner@peninsulatownship.com

RE: Vineyard Ridge
Site review

Dear Michelle:

After reviewing the amended site plan dated August 24, 2016 for the above referenced project, I have no concerns at this time. With the addition of the two hammerhead road ends, the site is now in compliance with all applicable fire department requirements. Please make me aware of any new plan changes.

If you have any further questions or concerns feel free to contact me.



Randy Rittenhouse Fire Chief
Peninsula Township Fire Department

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Peter R. Wendling
Eugene W. Smith
Nicole E. Graham

James G. Young, *Of Counsel*

September 12, 2016

Sent via email

Michelle Reardon, Planner
Peninsula Township
13235 Center Road
Traverse City, Michigan 49686

SUBJECT: Vineyard Ridge, parking requirements around community swimming pool, letter from Dusty Christensen, Mansfield Land Use & Consultants

Dear Michelle:

Part of your initial review included required parking around the community pool that is slated to be built as part of the SUP/PUD known as Vineyard Ridge. Section 7.6.3, entitled "Parking Space Requirements" sets forth a chart listing the type of use and the number of parking spaces per type of development. Subsection 2 of the chart lists parking requirements for institutional uses. Under "institutional uses", subsection 2(e) lists private clubs, swimming pool clubs or similar uses. It is clear that the swimming pool will be utilized only by owners of units within Vineyard Ridge, their families and guests. However, it is just as logical to argue that a private swimming pool club would only be utilized by the private members or, if open to the public for a fee, to those members of the public who pay to utilize the facility.

In conjunction with this language, it is important to look at part of section 8.3 which regulates and provides standards for planned unit developments under the Peninsula Township Zoning Ordinance. Section 8.3.4, entitled "Uses that may be Permitted" subparagraph (4), states that

...open space according to section 8.3.6 provided that only the following land uses may be set aside as common land for open space or recreation use under the provisions of this section: (a) private recreational facilities (but not golf courses), such as pools, or other recreational facilities which are limited to the use of the owners or occupants of the lots located within a planned unit development.

This provision is very specific and clearly ties in pools as being recreational facilities of the type which are limited to the use of the owners or occupants of the lots located within the PUD. This specific language clarifies this type of use and separates it from the institutional use contemplated with respect to the parking regulations contained in the parking space requirements under section 7.6.3. Note that section 7.6.3(2) lists golf

Michelle Reardon, Planner
September 12, 2016
Page 2

courses as part of the institutional use. This is consistent with the PUD regulations which specifically exclude golf courses as part of a PUD open space under section 8.3.4(4)(a). Thus, it is clear that the ordinance makes a distinction with respect to pools in a PUD which are limited to the use of owners or occupants of the lots located within the PUD versus swimming pool clubs such as what one would normally see at a YMCA or other similar type facility which are considered institutional uses.

Zoning ordinances are treated under the law as being the equivalent of a statute. As such, the rules of statutory interpretation apply equally to zoning ordinances as they do to state statute. One of the cardinal rules of statutory construction is that the specific controls the general. In this case, you have very specific language in section 8.3.4 which clearly sets forth a different category for pools in PUDs, in that they are considered recreational facilities so long as they are limited to the use of the owners or occupants of the lots. Further, the zoning ordinance as a whole, just like public acts containing a series of statutes addressing a specific topic, should be reviewed *in pari materia*. This means that the zoning ordinance must be interpreted in light of other regulatory provisions contained within the ordinance since they have a common purpose. Thus, it is not inconsistent for the township to have institutional parking requirements for a swimming pool club (i.e. such as a YMCA), and then have different more specific regulations which apply to a private pool within a PUD utilized by owners of lots within the PUD. Further, the whole purpose behind a PUD is to lessen the impact of parking as well as lessen the amount of impervious surfaces making up part of the open space, as stated. This is supported in the objectives under section 8.3.2.

Therefore, it appears that the parking regulation under section 7.6.3 outlining parking requirements for an institutional use such as private pool clubs is not applicable to pools within a PUD wherein the use matches with the requirements of open space under section 8.3.4(4)(a).

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

Sincerely,

Peter R. Wendling

PRW/tac

**LEGAL NOTICE
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that proposed Amendment No. 191 to the Peninsula Township Zoning Ordinance No. 2 will be the subject of a public hearing and considered for passage by the PENINSULA TOWNSHIP PLANNING COMMISSION on the 19th day of September, 2016 at 7:00 PM at the Peninsula Township Hall, 13235 Center Rd., Traverse City, MI 49686, (231) 223-7322. The following amendments will be considered:

Amendment No. 191

Section 4.1.3 Land Use Permits:

- (6) Order of Processing Permits for Use of Land: Any parcel or parcels under the same ownership shall only be allowed to have one (1) application pending at any time for any permit for the use of any parcel or parcels which requires the application of the regulations under this Zoning Ordinance. For purposed of this provision, a single application that is pending would include, but not be limited to the following:
- (a) A pending request for a land use permit.
 - (b) A pending request for a special use permit.
 - (c) A pending request for a special use permit utilizing the planned unit development (PUD) provisions of this Zoning Ordinance.
 - (d) A pending request for a variance or other action before the ZBA which directly impacts a parcel or multiple parcels under single ownership, except for ZBA decisions needed on pending applications for other permits under this ordinance.
 - (e) A pending request under any other police power ordinance of this Township which requires as part of the process for a permit or action taken under any such police power ordinance, a review of the provisions of this Zoning Ordinance to ensure compliance with all zoning regulations.

The text of proposed Amendment No. 191 to the Peninsula Township Zoning Ordinance may be examined at 13235 Center Rd., Traverse City, Michigan, between the hours of 9:00 AM and 4:00 PM Monday through Thursday.

DONNA HORNBERGER, Secretary
Peninsula Township Planning Commission