

Regular City Council Meeting

November 10, 2014

Agenda

7:30 p.m. **Call to Order**
 Pledge of Allegiance
 Roll Call
 Approval of Minutes: October 27, 2014 and October 30, 2014 Special Mtg.
 Approval of Bills
 Approval of Agenda
 Public Comment

I. Old Business

I. New Business

1. Consider request for a permit for the Kiwanis Christmas Tree Sale in McHattie Park.
2. Presentation by Cable Commission
3. Consider request for approval of Final (Stage II) Planned Development Site Plan for Knolls of South Lyon
4. Consider request for approval of Planned Development Agreement between City of South Lyon and Oakland Forty Group, LLC regarding Knolls of South Lyon
5. Consider Resolution to Extend the Temporary Moratorium for a period of 6 months on Medical Marijuana Land Uses and Activities
6. Consider cancellation of December 22, 2014 City Council Meeting
7. Consider setting public hearing for 2015 CDBG grant application for December 8, 2014

II. Manager's Report

III. Council Comments

IV. Adjournment

The City of South Lyon
Regular City Council Meeting
October 27, 2014

Mayor Wallace called the meeting to order at 7:30 p.m.

Mayor Wallace led those present in the Pledge of Allegiance to the Flag

PRESENT: Mayor Wallace
Council Members: Kivell, Kopkowski, Rzyzi, Wedell, Kramer and Dixon
Also Present: City Manager Ladner, Chief Collins,
Attorney Wilhelm and Clerk/Treasurer Deaton

ABSENT: Department Head Martin
Mayor Wallace stated Department Head Martin is on vacation

MINUTES

CM 10-1-14 MOTION TO APPROVE MINUTES

Motion by Wedell, supported by Kramer
Motion to approve minutes as presented

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS- None

AGENDA

CM 10-2-14 MOTION TO APPROVE AGENDA

Motion by Wedell, supported by Dixon
Motion to approve agenda as presented

VOTE: MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

Corinne Koroly of 22085 Brookfield stated she is an 8 year resident of South Lyon and has never been involved in politics. She stated she is concerned about the traffic at Pontiac Trail and 9 Mile. It is a very busy intersection. She further stated the traffic incidents have doubled at that intersection since she has been here. Ms. Koroly stated there are middle school students trying to cross at that intersection

10/27/14

and it is very dangerous and scary. She stated it will only get worse as the area gets busier, and she is willing to help anyway she can.

OLD BUSINESS- None

NEW BUSINESS

1. Consider request for permit for the Cool Yule Parade and associated road closures planned for Saturday, December 6, 2014 from 5:30 p.m. to 6:30 p.m.

Chief Collins stated there are no changes from previous year's closure.

CM 10-3-14 MOTION TO APPROVE ROAD CLOSURES

Motion by Kramer, supported by Kivell

Motion to approve the road closures for the Cool Yule Parade as presented

VOTE:

MOTION CARRIED UNANIMOUSLY

2. Presentation of Annual Audit for 2013-2014

Doug Bohrer of Plante Moran gave a brief presentation regarding the 2013-2014 annual audit. He stated he would like to thank Lori Mosler for all the help with the audit; she was very helpful and prepared.

Keith Szymanski of Plante Moran gave a presentation regarding the graphs representing the audit. He stated there is a four year comparison regarding revenue. He stated the tax revenue is down about 5% from 2011 amounts, but considering the impact of the declines in property values in Michigan since 2008 and 2009, only being down 5% is a good position to be in. He further stated the City has maintained a fund balance over the last 4-5 years by keeping a close eye on the budget and expenditures. Mr. Szymanski stated the City received a modest increase in taxable value for the first time in 5 years. He further stated there was a decrease in State Revenue Sharing.

Manju Patnaik of Plante Moran gave a brief presentation of the single audit that took place. She stated there are no issues and the City is in compliance with the federal money.

Mr. Bohrer of Plante Moran stated the City managed to continue with 2.8 million dollars less in revenue sharing in previous years, and that is a compliment for City Council and City management. Mr. Bohrer stated at the beginning of the audit their company meets with the Mayor to find out what he would like them to pay attention to, then to Council. He stated they have to share if there were any changes in accounting policies, which there were because the City presented GASB65. That change only reflects how the number is presented. He stated there were only a few discrepancies which were a few journal

entries that needed to be corrected. Mr. Bohrer stated it is important to have a capital improvement plan in place, planning for expected and unexpected improvements that need to be made. Discussion was held regarding the MERS retirement. Mr. Bohrer stated our unfunded liability is currently 2.7 million as of December 31st 2013. He stated going forward the City's investment gains and losses since 2008 and 2009 is being smoothed over a ten year period. He stated the actuarial value is higher than the market value of assets, which means if they used the market value; it would have been a little more than it is. He further stated MERS has 730 communities and only 15% of the members are 100% funded. He stated 60% are two thirds funded. Mr. Bohrer stated he is working with City Manager Ladner to look into other options. Theoretically, the unfunded liability will be paid off in 27 years now if no changes are made.

3. Acceptance of Resignation/Appointment- Denise Semion for the Parks and Recreation Commission

Mayor Wallace stated he would like to appoint Denise Semion to the Parks and Recreation. She has a lot of experience and we are lucky to have her.

CM 10-4-14 MOTION TO APPROVE APPOINTMENT TO PARKS AND RECREATION COMMISSION

Motion by Kivell, supported by Rzyzi

Motion to support Mayor Wallace's appointment of Denise Semion to the Parks and Recreation Commission

VOTE:

MOTION CARRIED UNANIMOUSLY

4. Trick or Treat Hours

CM 10-5-14 MOTION TO APPROVE HOURS FOR TRICK OR TREATING

Motion by Rzyzi, supported by Kopkowski

Motion to approve the trick or treating time from 6:00 p.m. to 8:00 p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

5. Consider resolution to opt-out of Act 152 of 2011

City Manager Ladner stated this is the requirement for all employees to pay 20% of their medical coverage. We have been working with the Collective Bargaining groups to comply with this, but we are not in compliance at this time.

CM 10-6-14 MOTION TO OPT OUT OF ACT 152 OF 2011

Motion by Kivell, supported by Wedell

Motion to approve resolution to opt out of Act 152 of 2011

VOTE:

MOTION CARRIED UNANIMOUSLY

6. Consider proposals for Johnson Rosati Schultz & Joppich to amend retainer agreement

City Attorney Wilhelm stated over the past month he has provided Council with information reflecting the hourly rate their firm is being paid. He stated it is roughly \$70.00 an hour which is considerably lower than the hourly rate they charge most communities. He further stated the retainer agreement reflects the possibility of a one year opener and they are asking for an adjustment in the retainer amount which will be closer to market rate. Attorney Wilhelm presented two options for Council to consider. In 2012 there was an understanding to use a flat retainer for all City services. Discussion was held regarding the two options Johnson Rosati Schultz & Joppich is offering and the amount of time Attorney Wilhelm works for the City. Attorney Wilhelm stated there have been some internal and external things that may have added to the number of hours the City was billed in the last year. Councilman Rzyzi stated option #1 is asking for almost double of what they are being paid for now. He further stated he noticed in the minutes from the previous year one of the reasons they were chosen after doing the RFP was because of the lower cost. He further stated he thinks it would be unwise to change the contract at this time; we can always wait until the contract is up. He stated he would also like to see a counter proposal from our City Manager. Councilman Kramer stated this is a significant increase and we did have many internal and external issues, but he wouldn't like to see us raise the retainer rate, and then have a decrease in his hours. He asked Attorney Wilhelm who is directing him for what he is working on for the City. Attorney Wilhelm stated his priorities are self-driven as well as direction from the City Manager. Councilman Kramer stated we interviewed other attorneys and price was a factor in selecting your firm. He stated asking us to look at these proposals; we have to decide if we look at these, or do another RFP. Councilman Rzyzi stated you are asking for a price increase and to increase your profit. He stated if you are going to ask for an increase, we have to look at how many hours you're spending, is it necessary to attend the Planning Commission when we have a certified planner, and is it necessary to attend the Zoning Board of Appeals meetings. He stated if we look at changing your priorities you wouldn't be billing so many hours. He is willing to do another RFP if necessary. Councilman Wedell stated he recognizes this rate is under market rate, and possibly there is an opportunity to refine the scope of Attorney Wilhelm's work, so that the hourly rate is more balanced towards the firm's expectations. He is not in favor of doing another RFP. He stated his preference is to continue our association with Johnson Rosati, but find some way to even out the equity. Councilmember Kopkowski stated she would like to see an analysis done for what he is working on. She understands asking for a raise and there is always compromise and negotiation with that, but she would like more information, but she doesn't have a problem with negotiating. Councilman Kivell stated he is not against a negotiating but he is not in favor of looking for another firm at this time. Mayor Wallace stated he hopes we can get to this sooner than later and would like to resolve this within a month.

MANAGERS REPORT

City Manager Ladner stated we need to set a special meeting this week regarding a change in benefits for our employees. The open enrollment is November 1 and it will go into effect December 1. The current health plan is no longer available. It was the census of Council to have the meeting on Wednesday October 29th at 6:00 p.m.

COUNCIL COMMENTS

Councilmember Dixon stated she had company from out of town last weekend and they went into the Polish Pottery and the owner said they are having a grand opening this Saturday with a Polish artist doing glass blowing, and food and prizes.

Councilman Kramer stated he has been asked if the Pumpkinfest Committee could give a presentation to Council at the meeting in December to give Council an update on revenues and how the pumpkinfest went. There will be a drug awareness presentation at St Joes this Sunday.

Councilman Kivell stated the South Lyon Band played Pictures at an Exhibition and it is a very nice piece. He stated the marching band did a really good job and it was nice to see our football team prevail.

Councilman Rzyzi stated he would like to give credit to Lyon Township because they did a great job at the Halloween party at the fire station. There were over 500 kids. He stated he also attended the Business Expo at the High School and there was a great representation of our businesses. He stated he spoke with Ms. Koroly regarding the issue at 9 mile and Pontiac Trail. He stated there seems to be many accidents in this area. He stated the long term solution would be paving Griswold and Dixboro, but he understands it is out of our jurisdiction. He further stated he is requesting the City Manager to work with other agencies to try to make the intersection safer.

Councilmember Kopkowski stated she would like to know how many tickets we write for texting and driving. Chief Collins stated we write a low amount, but we do issue if we catch them.

Mayor Wallace stated he attended the South Lyon versus Brighton game, it was an exciting game and it was great to beat Brighton. Mayor Wallace stated he attended the MML conference in Marquette. He further stated he attended the trails meeting. It gave him some ideas for the kids in our town, like possibly a mountain biking track. Also, some things such as jumps or rails for snowboarders.

CM 10-7-14 MOTION TO ADJOURN

Motion by Kramer, supported by Dixon
Motion to adjourn meeting at 8:55 p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Tedd Wallace Mayor

Lisa Beaton Clerk/Treasurer

DRAFT

The City of South Lyon
Special City Council Meeting
October 30, 2014

Mayor Wallace called the meeting to order at 5:30 p.m.

Mayor Wallace led those present in the Pledge of Allegiance to the Flag

PRESENT: Mayor Wallace
Council Members: Kopkowski, Rzyzi, Wedell, Kivell and Dixon
Also Present: City Manager Ladner, Chief Collins, Department Head Martin
Attorney Wilhelm and Clerk/Treasurer Patton

ABSENT: Councilman Kivell

CM 10-1-14 MOTION TO EXCUSE ABSENCE

Motion by Wedell, supported by Kopkowski
Motion to excuse Councilman Kivell's absence

VOTE: MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT- None

NEW BUSINESS

Consider changes to employee medical benefits

City Manager Ladner stated the open enrollment period begins November 1 and our benefit year begins December 1st. She stated this is a comparable plan to the Blue Cross and Blue Shield plan we have currently. She stated the current plan is no longer available because of the Affordable Care Act. There were two other BCBS plans but they have a lower deductible, but higher cost on premiums. We looked at two other plans but both would have higher cost to the employees and the City.

A.S.R. insurance plan is a self-funded program. It allows us to write the insurance plan ourselves. We will also still use EHIM. This allows us to save \$700.00 more than the BCBS plan we were matched to. This plan is the best option for the City and the employees. City Manager Ladner stated the bargaining units would like to stay with BCBS, but they understand the current plan is not available. The bargaining units have verbally agreed. There is not a difference in out of pocket; the co-pay will go down to \$20.00.

Tracey Brooks of the Police Officers Union stated their only concern is what doctors will be covered or if you get injured out of state, and if the coverage is there. He would like to see a list of doctors that work with this program. City Manager Ladner stated employees are free to go online to find a list of doctors. The website is the ASR Health Alliance Network. She stated ASR will work with us to gain doctors that may currently not accept this insurance. She further stated outside of Michigan, ASR uses the SIGNA network which is a national, multi national carrier. City Manager Ladner stated ASR will have a meeting with employees for more information. She stated this is a one year contract and if we aren't happy, we can look at other options at that time.

CM 10-2-14 MOTION TO APPROVE THE CHANGE IN MEDICAL INSURANCE

Motion by Kramer, supported by Wedell

Motion to accept the contract with ASR for employee health coverage

VOTE:

MOTION CARRIED UNANIMOUSLY

CM 10-3-14 MOTION TO ADJOURN

Motion to adjourn by Kopkowski, supported by Dixon

Motion to adjourn meeting at 5:48 p.m.

Respectfully submitted,

Tedd Wallace, Mayor

Lisa Deaton Clerk/Treasurer

October 2014 Payroll Report

Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Administration								
Badarak, A.	18.0400	240.00		\$ 4,329.60	\$ -		\$ 4,329.60	
Ciarelli, J.	14.5000	126.00		\$ 1,827.00	\$ -		\$ 1,827.00	
Deaton, L.				\$ 6,943.86			\$ 6,943.86	
Delaney, K.	24.0000	119.00		\$ 2,856.00			\$ 2,856.00	
Ladner, L.				\$ 9,692.34			\$ 9,692.34	2 days unpaid
Lanning, W.	10.2200	60.00		\$ 613.20			\$ 613.20	
Lyon, Thomas	17.3400	108.00		\$ 1,872.72			\$ 1,872.72	
Mosier, L.				\$ 6,461.01			\$ 6,461.01	
Spaulding, D.	16.1200	240.00		\$ 3,868.80			\$ 3,868.80	
TOTAL: Administration		893.00	0.00	\$ 38,464.53	\$ -	\$ -	\$ 38,464.53	
Cemetery								
Brannun, L.	11.1600	114.00		\$ 1,272.24			\$ 1,272.24	
Kimberly, B.	11.1600	69.00		\$ 770.04			\$ 770.04	
McLean, W.	11.1600	89.00		\$ 993.24			\$ 993.24	
Wauford, S.	11.1600	101.00		\$ 1,127.16			\$ 1,127.16	
Wedesky, J. W.	11.1600	109.00		\$ 1,216.44			\$ 1,216.44	
Williamson, N.	11.8600	111.00		\$ 1,316.48			\$ 1,316.48	
TOTAL: Cemetery		593.00	0.00	\$ 6,695.58	\$ -	\$ -	\$ 6,695.58	
Police								
Baaki, D.	34.0304	240.00	46.00	\$ 8,167.29	\$ 2,401.17		\$ 10,568.46	
Baker, A.	31.3576	240.00	28.00	\$ 7,525.83	\$ 1,343.27		\$ 8,869.10	
Baker, J.	34.0304	248.00	26.50	\$ 8,439.54	\$ 1,377.55		\$ 9,817.09	
Barbour, R.	31.3576	248.00	22.00	\$ 7,776.69	\$ 1,050.67		\$ 8,827.36	
Brooks, T.	31.3576	240.00	32.50	\$ 7,525.82	\$ 1,566.19	\$ 1,600.00	\$ 10,692.01	Longevity
Collins, L.				\$ 10,277.73			\$ 10,277.73	
Conklin, R.	10.0000	171.00		\$ 1,710.00			\$ 1,710.00	
Faught, C.	34.0304	240.00	63.50	\$ 8,167.29	\$ 3,287.19		\$ 11,454.47	
Forgacs, M.	16.2100	34.00		\$ 551.14			\$ 551.14	
Hoydic, S.	31.3576	240.00	5.50	\$ 7,525.83	\$ 265.05		\$ 7,790.88	
Kretlin, F.	16.2100	34.00		\$ 551.14			\$ 551.14	
Laraway, P.	16.2100	34.00		\$ 551.14			\$ 551.14	
Pieknik, Marc	10.0000	89.50		\$ 895.00			\$ 895.00	
Raap, T.	31.3576	240.00	40.00	\$ 7,525.82	\$ 1,910.30	\$ 1,300.00	\$ 10,736.13	Longevity
Regentik, C.	18.0400	240.00		\$ 4,329.60		\$ 900.00	\$ 5,229.60	Longevity
Sederlund, C.	34.0304	248.00	49.00	\$ 8,439.54	\$ 2,547.17		\$ 10,986.71	
Sovik, C.	36.2478	240.00	46.00	\$ 8,699.47	\$ 2,554.18		\$ 11,253.65	
Sroufe, T.	31.3576	240.00		\$ 7,525.83			\$ 7,525.83	
Stevens, T.	31.3576	240.00	25.00	\$ 7,525.83	\$ 1,193.94		\$ 8,719.77	
Tomanek, J.	31.3576	240.00	39.00	\$ 7,525.82	\$ 1,870.98		\$ 9,396.81	
Walton, T.	31.3576	248.00	5.00	\$ 7,776.69	\$ 238.79		\$ 8,015.48	
Wilcox, W.	11.5600	35.50		\$ 410.38			\$ 410.38	
Wilcox, W.	16.2100	32.50		\$ 526.83			\$ 526.83	
Wittrock, M.	31.3576	240.00	57.00	\$ 7,525.82	\$ 2,722.18		\$ 10,248.01	
Total: Police		4302.50	485.00	\$ 137,476.10	\$ 24,328.63	\$ 3,800.00	\$ 165,604.73	

Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Fire								
Achaltz, R.	15.4000	41.75		\$ 642.95			\$ 642.95	
Armstrong, C.	19.8000	118.25		\$ 2,341.35			\$ 2,341.35	
Bromley, E.	14.3000	24.00		\$ 343.20			\$ 343.20	
Carlington, R.	16.5000	145.00		\$ 2,392.50			\$ 2,392.50	
Conrad, C.	8.1500	119.25		\$ 971.89			\$ 971.89	
Demeniuk, C.	17.6000	40.75		\$ 717.20			\$ 717.20	
Esper, T.	14.3000	27.25		\$ 389.68			\$ 389.68	
Hammon, D.	22.0000	55.00		\$ 1,210.00			\$ 1,210.00	
Hefferan, Timothy	8.1500	45.25		\$ 368.79			\$ 368.79	
Johnston, D.	17.6000	28.00		\$ 492.80			\$ 492.80	
Kennedy, M.				\$ 3,273.03			\$ 3,273.03	
Knutson, Tyler	8.1500	16.00		\$ 130.40			\$ 130.40	
LaCroix, L.	14.3000	140.25		\$ 2,005.58			\$ 2,005.58	
Lynn, C.	16.5000	33.75		\$ 556.88			\$ 556.88	
McGillen, T.	16.5000	23.25		\$ 383.63			\$ 383.63	
Mitchell, Dean	8.1500	16.25		\$ 132.44			\$ 132.44	
Moynihan, B.	17.6000	123.25		\$ 2,169.20			\$ 2,169.20	
Noechel, J.	19.8000	61.50		\$ 1,217.70			\$ 1,217.70	
Olando, Michael	8.1500	21.50		\$ 175.23			\$ 175.23	
Shekell, J.	19.8000	42.50		\$ 841.50			\$ 841.50	
Shippe, S.	16.5000	80.00		\$ 1,320.00			\$ 1,320.00	
Ulrich, C.	16.5000	29.25		\$ 482.63			\$ 482.63	
Weir, M.	20.9000	87.75		\$ 1,833.98			\$ 1,833.98	
Wilson, T.	17.6000	39.75		\$ 699.60			\$ 699.60	
Total: Fire		1359.50		\$ 25,092.16		\$	\$ 25,092.16	
D.P.W.								
Abramowicz, J.	15.1100	240.00	0.5	\$ 3,626.40	\$ 11.33		\$ 3,637.73	
Archey, Je.	22.5700	240.00	13.50	\$ 5,538.48	\$ 477.20	\$ 980.00	\$ 6,995.68	Longevity & On-call
Brock, R.	24.4900	240.00	9.00	\$ 5,877.60	\$ 339.03	\$ 280.00	\$ 6,496.63	On-call
Buers, D.	22.9500	240.00		\$ 5,508.00			\$ 5,508.00	
Dentai, F.	16.2800	240.00	33.50	\$ 3,907.20	\$ 818.07	\$ 360.00	\$ 5,085.27	On-call
Jamison, M.	18.0400	240.00	2.00	\$ 4,329.60	\$ 53.82		\$ 4,383.42	
Moritz, M.	20.9700	240.00	22.00	\$ 5,032.80	\$ 707.96	\$ 280.00	\$ 6,020.76	On-call
Paver, V.	20.9700	240.00	24.50	\$ 5,032.80	\$ 783.02	\$ 200.00	\$ 6,015.82	On-call
Piasecki, T.	18.5900	240.00	11.00	\$ 4,461.60	\$ 306.74	\$ 280.00	\$ 5,048.34	On-call
Total: D.P.W.		2160.00	116.00	\$ 43,314.48	\$ 3,497.17	\$ 2,380.00	\$ 49,191.65	
W.& W.W.								
Archey, Ju.	18.0400	240		\$ 4,329.60	\$ -	\$ -	\$ 4,329.60	
Beason, R.	24.4300	240	6.00	\$ 5,863.20	\$ 226.80	\$ 640.00	\$ 6,730.00	On-call
Ciaramitaro, J.	24.0300	240	4.00	\$ 5,767.20	\$ 147.08	\$ 280.00	\$ 6,194.28	On-call
Gehring, D.	24.4300	240	7.00	\$ 5,863.20	\$ 260.05	\$ 240.00	\$ 6,363.25	On-call
Martin, R.				\$ 9,606.27	\$ -	\$ -	\$ 9,606.27	
Miller, D.	27.9600	240		\$ 6,710.40	\$ -	\$ 280.00	\$ 6,990.40	On-call
Poprasky, P.	20.0100	240		\$ 4,802.40	\$ -	\$ -	\$ 4,802.40	
Randall, A.	25.5300	240	3.00	\$ 6,127.20	\$ 117.69	\$ 360.00	\$ 6,604.89	On-call
Sahl, L.	10.0000	97.5		\$ 975.00	\$ -	\$ -	\$ 975.00	
Total: W.& W.W.		1777.50	20.00	\$ 50,044.47	\$ 751.62	\$ 1,800.00	\$ 52,596.09	
Grand Total		11,085.50	621.00	\$ 301,087.32	\$ 28,577.42	\$ 7,980.00	\$ 337,644.74	

REVENUE REPORT
FINANCIAL REPORT FOR OCT 2014

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8:13 am

City of South Lyon

For the Period: 7/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - GENERAL FUND							
Revenues							
Dept: 000.000							
402.000 REAL PROPERTY TAX	3,054,581.00	3,054,581.00	2,907,418.55	2,489,859.43	0.00	147,162.45	95.2
423.000 SOUTH LYON WOODS TAX	920.00	920.00	732.50	81.00	0.00	187.50	79.6
444.000 PAYMENT IN LIEU OF TAXES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
446.000 PENALTIES AND INTEREST	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
451.000 BUILDING PERMITS	132,000.00	132,000.00	20,737.00	3,762.25	0.00	111,263.00	15.7
452.000 HEATING & PLUMB. REFG. PERMIT	0.00	0.00	7,264.50	1,482.00	0.00	-7,264.50	0.0
453.000 ELECTRICAL PERMITS	0.00	0.00	4,175.00	936.00	0.00	-4,175.00	0.0
454.000 LICENSES & BUSINESS MISC.	0.00	0.00	1,530.00	285.00	0.00	-1,530.00	0.0
570.000 STATE SHARED REV.	927,113.00	927,113.00	158,497.95	0.00	0.00	768,615.05	17.1
630.000 ADMIN FEE PROPERTY TAX	92,047.00	92,047.00	84,651.93	71,915.45	0.00	7,395.07	92.0
634.000 GRAVE OPENINGS & FOUNDATIONS	30,000.00	30,000.00	19,930.00	4,465.00	0.00	10,070.00	66.4
642.000 POLICE	0.00	0.00	14,802.62	2,749.92	0.00	-14,802.62	0.0
661.000 PARKING VIOLATION	4,000.00	4,000.00	1,125.00	70.00	0.00	2,875.00	28.1
662.000 LOCAL COURT FINES	25,000.00	25,000.00	6,147.14	2,643.10	0.00	18,852.86	24.6
664.000 INTEREST	8,600.00	8,600.00	1,358.22	329.73	0.00	7,241.78	15.8
664.200 PARK AND REC. INTEREST	0.00	0.00	111.24	28.95	0.00	-111.24	0.0
666.000 INTEREST-EQUALIZ.& CONTINGENCY	0.00	0.00	217.22	53.43	0.00	-217.22	0.0
668.200 RENTS AND ROYALTIES-CABLE	144,900.00	144,900.00	37,854.39	0.00	0.00	107,045.61	26.1
668.300 LEASE-ANTENNA	50,000.00	50,000.00	14,439.10	3,729.97	0.00	35,560.90	28.9
668.400 RENTAL PROPERTIES	8,800.00	8,800.00	2,988.36	1,494.18	0.00	5,811.64	34.0
675.600 DONATIONS TO CULTURAL ARTS COM	0.00	0.00	6.30	6.30	0.00	-6.30	0.0
698.000 MISCELLANEOUS	160,000.00	160,000.00	27,178.65	8,618.44	0.00	132,821.35	17.0
699.000 TRANSFERS IN	33,160.00	33,160.00	0.00	0.00	0.00	33,160.00	0.0
699.209 TRANSFER IN FROM CEMETERY FUND	98,700.00	98,700.00	0.00	0.00	0.00	98,700.00	0.0
Dept: 000.000	4,801,321.00	4,801,321.00	3,311,165.67	2,592,510.15	0.00	1,490,155.33	69.0
Revenues	4,801,321.00	4,801,321.00	3,311,165.67	2,592,510.15	0.00	1,490,155.33	69.0

EXPENDITURE REPORT
FINANCIAL REPORT FOR OCT 2014

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City of South Lyon

For the Period: 7/1/2014 to 10/31/2014

Fund: 101 - GENERAL FUND

Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
ADMINISTRATION	1,172,443.00	1,172,443.00	419,583.46	92,794.11	0.00	752,859.54	35.8
CEMETERY	98,700.00	98,700.00	41,520.06	13,987.26	0.00	57,179.94	42.1
SENIOR TRANSPORTATION	70,360.00	70,360.00	17,589.00	5,863.00	0.00	52,771.00	25.0
POLICE	2,322,597.00	2,322,597.00	761,892.17	231,115.94	0.00	1,560,704.83	32.8
FIRE	507,130.00	507,130.00	143,812.92	43,328.38	0.00	363,317.08	28.4
AMBULANCE	2,075.00	2,075.00	80.70	26.08	0.00	1,994.30	3.9
DEPT. OF PUBLIC WORKS	685,170.00	685,170.00	272,863.39	63,285.18	0.00	412,306.61	39.8
PARKS AND RECREATION	126,015.00	126,015.00	47,177.46	14,163.59	0.00	78,837.54	37.4
HISTORICAL DEPOT	26,300.00	26,300.00	9,489.34	4,282.75	0.00	16,810.66	36.1
CULTURAL ARTS	4,850.00	4,850.00	46.60	46.60	0.00	4,803.40	1.0
Expenditures	5,015,640.00	5,015,640.00	1,714,055.10	468,892.89	0.00	3,301,584.90	34.2

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FINANCIAL REPORT FOR OCT 2014

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City of South Lyon

For the Period: 7/1/2014 to 10/31/2014

Fund: 202 - MAJOR STREETS

Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
ACCOUNTANT	3,500.00	3,500.00	2,320.00	430.00	0.00	1,180.00	66.3
CONSTRUCTION	0.00	0.00	150.78	150.78	0.00	-150.78	0.0
STREET-ROUTINE MAINT.	155,320.00	155,320.00	41,861.49	15,632.62	0.00	113,458.51	27.0
TRAFFIC SERVICES	15,400.00	15,400.00	1,991.10	720.34	0.00	13,408.90	12.9
SNOW PLOWING	84,850.00	84,850.00	8,068.97	7,683.32	0.00	76,781.03	9.5
SNOW REMOVAL	3,700.00	3,700.00	96.56	0.00	0.00	3,603.44	2.6
TRANSFER BETWEEN FUNDS	89,000.00	89,000.00	0.00	0.00	0.00	89,000.00	0.0
STORM SEWER	7,200.00	7,200.00	1,480.65	633.92	0.00	5,719.35	20.6
Expenditures	358,970.00	358,970.00	55,969.55	25,250.98	0.00	303,000.45	15.6

Fund: 203 - LOCAL STREETS

Expenditures

ACCOUNTANT	3,500.00	3,500.00	2,320.00	430.00	0.00	1,180.00	66.3
CONSTRUCTION	0.00	0.00	46.53	46.53	0.00	-46.53	0.0
STREET-ROUTINE MAINT.	134,645.00	134,645.00	37,257.40	15,258.52	0.00	97,387.60	27.7
TRAFFIC SERVICES	7,400.00	7,400.00	1,012.09	431.95	0.00	6,387.91	13.7
SNOW PLOWING	74,350.00	74,350.00	5,883.01	5,650.62	0.00	68,466.99	7.9
STORM SEWER	13,500.00	13,500.00	3,489.29	1,678.37	0.00	10,010.71	25.8
Expenditures	233,395.00	233,395.00	50,008.32	23,495.99	0.00	183,386.68	21.4

EXPENDITURE REPORT
FINANCIAL REPORT FOR OCT 2014

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City of South Lyon

For the Period: 7/1/2014 to 10/31/2014

Original Bud. Amended Bud. YTD Actual CURR MTH Encumb. YTD UnencBal % Bud

Fund: 592 - WATER & SEWER

Expenditures

WATER/SEWER CONSTRUCTION	0.00	0.00	287,412.27	270,909.68	0.00	-287,412.27	0.0
WATER / REPAIR	151,100.00	151,100.00	34,135.74	20,267.19	0.00	116,964.26	22.6
SEWER / REPAIR	124,500.00	124,500.00	26,350.57	15,118.18	0.00	98,149.43	21.2
REFUSE COLLECTION	490,000.00	490,000.00	164,846.57	41,217.06	0.00	325,153.43	33.6
WATER	902,212.00	902,212.00	563,497.28	118,160.77	0.00	338,714.72	62.5
WASTEWATER	1,167,734.00	1,167,734.00	572,945.60	152,925.62	0.00	594,788.40	49.1
Expenditures	2,835,546.00	2,835,546.00	1,649,188.03	618,598.50	0.00	1,186,357.97	58.2

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65120	10/16/2014	Reconciled		4234	AVAYA*, INC.	DPW PHONE SYSTEM	17.12
65121	10/16/2014	Reconciled		0364	DOUGLAS BAAKI	CLEANING ALLOWANCE	100.00
65122	10/16/2014	Reconciled		0708	AUDRA BAKER	CLEANING ALLOWANCE	100.00
65123	10/16/2014	Reconciled		1110	JARED BAKER	CLEANING ALLOWANCE	100.00
65124	10/16/2014	Reconciled		3219	RONALD BARBOUR	CLEANING ALLOWANCE	100.00
65125	10/16/2014	Reconciled		3019	BIFANO EYE CARE	VISION BENEFITS - SEPT 2014	292.50
65126	10/16/2014	Reconciled		3602	BLUE CROSS BLUE SHIELD OF MICH	BCBS PREMIUMS - 11/14	40,791.00
65127	10/16/2014	Reconciled		0465	TRACY BROOKS	CLEANING ALLOWANCE	100.00
65128	10/16/2014	Reconciled		5264	BUSCH'S	SUPPLIES	26.56
65129	10/16/2014	Reconciled		3749	KRISPEN S. CARROLL	PAYROLL DEDUCTION - 10/17/14	578.26
65130	10/16/2014	Reconciled		3935	CIB PLANNING	RETAINER FEE, PLAN REVIEWS &	3,231.25
65131	10/16/2014	Reconciled		3727	COACTIVE SYSTEMS COMPANY	ALARM REPAIR	2,256.00
65132	10/16/2014	Reconciled		0859	LLOYD COLLINS	CLEANING ALLOWANCE	100.00
65133	10/16/2014	Reconciled		0283	CORRIGAN OIL CO.	GAS & DIESEL - SEPT. 2014	7,071.09
65134	10/16/2014	Reconciled		3798	D. HILL ENVIRONMENTAL	PHOSPHORUS REMOVAL COURSE -	225.00
65135	10/16/2014	Printed		1633	CHRISTOPHER FAUGHT	CLEANING ALLOWANCE	100.00
65136	10/16/2014	Reconciled		5952	PENNY HARTON	WATER BILL REFUND	131.49
65137	10/16/2014	Reconciled		2545	SEAN S. HOYDIC	CLEANING ALLOWANCE	100.00
65138	10/16/2014	Reconciled		0557	INTL UNION OF OPERATING ENG	UNION DUES - OCTOBER 2014	250.76
65139	10/16/2014	Reconciled		5937	SARAH LAMBI	10/13/14 COUNCIL MTG VIDEO	50.00
65140	10/16/2014	Reconciled		5883	TOLA LEWIS	10/11 FARM MKT ENTERTAINMENT	75.00
65141	10/16/2014	Reconciled		9778	LEXISNEXIS	PHONE SERVICE	62.50
65142	10/16/2014	Reconciled		1509	MARTIN'S DO IT BEST	SEPT. 2014 STATEMENT	86.05
65143	10/16/2014	Reconciled		5627	MARY NOVROCKI	10/11/14 FARM MKT MGR FEES	160.60
65144	10/16/2014	Reconciled		3228	OFFICE EXPRESS	OFFICE SUPPLIES	69.35
65145	10/16/2014	Reconciled		5330	MIKE OLANDO	EMT LICENSE FEES	110.00
65146	10/16/2014	Reconciled		0462	PETER'S TRUE VALUE HARDWARE	SEPT. 2014 STATEMENT	3,590.27
65147	10/16/2014	Reconciled		5956	JAMES PETROSKY	REFUND TAX - P.R.E. ADJUSTMENT	1,773.46
65148	10/16/2014	Reconciled		9428	PLANTE & MORAN, PLLC	6/30/14 FINANCIAL STMT AUDIT	12,880.00
65149	10/16/2014	Reconciled		1634	TIMOTHY RAAP	CLEANING ALLOWANCE	100.00
65150	10/16/2014	Reconciled		0696	ANDRE RANDALL	REIMB WATER DIST. COURSE	113.00
65151	10/16/2014	Reconciled		5953	TOM ROSS	REIMB SURGE PROTECTOR	29.31
65152	10/16/2014	Reconciled		0236	CHRISTOPHER SEDERLUND	CLEANING ALLOWANCE	100.00
65153	10/16/2014	Reconciled		4976	SINGH DEVELOPMENT, LLC	WATER TAP & INSP. REFUNDS	14,060.00
65154	10/16/2014	Reconciled		2405	CHRISTOPHER SOVIK	CLEANING ALLOWANCE	100.00
65155	10/16/2014	Reconciled		0831	TONY SROUFE	CLEANING ALLOWANCE	100.00
65156	10/16/2014	Reconciled		3100	STATE OF MICHIGAN**	SEX OFFENDER REG. FEE	60.00
65157	10/16/2014	Reconciled		9800	TRAVIS STEVENS	CLEANING ALLOWANCE	100.00
65158	10/16/2014	Reconciled		0768	JOHN TOMANEK	CLEANING ALLOWANCE	100.00
65159	10/16/2014	Reconciled		5150	TIRCE TRAJKOVSKI	REFUND-PLAN REVIEW ESCROW&LOC	30,220.81
65160	10/16/2014	Printed		3600	BOB TREMITIERE	WEDDING COOR FEE-10/4 WEDDING	100.00
65161	10/16/2014	Reconciled		0062	VANTAGEPOINT TRANSFERS	PAYROLL DEDUCTIONS - 10/17/14	3,173.85
65162	10/16/2014	Reconciled		5925	W.H. GRIFFIN, TRUSTEE	PAYROLL DEDUCTION - 10/17/14	253.85
65163	10/16/2014	Reconciled		1211	TIMOTHY WALTON	CLEANING ALLOWANCE	100.00
65164	10/16/2014	Reconciled		8996	MICHAEL WITTROCK	CLEANING ALLOWANCE	100.00
65165	10/16/2014	Reconciled		3984	WOW! BUSINESS	INTERNET SERVICE	233.64
65166	10/16/2014	Reconciled		3835	BRICCO EXCAVATING CO.,LLC	DWRF PAY #13	230,686.49
65167	10/23/2014	Reconciled		8966	ARBOR DAY FOUNDATION	TREE CITY USA MEMBERSHIP RENEW	15.00
65168	10/23/2014	Reconciled		5310	ARBOR SPRINGS WATER CO., INC.	WATER FOR CITY HALL	11.50
65169	10/23/2014	Reconciled		5629	LARRY ARBOUR	10/18 FARM MKT ENTERTAINMENT	75.00
65170	10/23/2014	Reconciled		0309	DENNIS BRIDSON	HEALTH INS REIMBURSEMENT	301.77
65171	10/23/2014	Reconciled		0998	CONSUMERS ENERGY	GAS SERVICE 9/16 - 10/16/14	13.88
65172	10/23/2014	Reconciled		5774	COSTCO MEMBERSHIP	COSTCO MEMBERSHIP	165.00

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65173	10/23/2014	Reconciled		3455	EMPLOYEE HEALTH INSURANCE MGMT	RX CHARGES & FEES	12,647.91
65174	10/23/2014	Reconciled		2415	HURON VALLEY AMBULANCE INC	BLOOD DRAW FOR OWI	50.00
65175	10/23/2014	Reconciled		3955	JOHNSON, ROSATI, SCHULTZ & WORK	CITY ATTORNEY RETAINER	8,061.32
65176	10/23/2014	Reconciled		3702	MICHAEL KENNEDY	REIMB WHIRLPOOL ELECTRIC RANGE	600.32
65177	10/23/2014	Reconciled		9834	WOODROW MATNEY	CUSTODIAL SERVICES @ DEPOT	684.00
65178	10/23/2014	Reconciled		3520	METLIFE - GROUP BENEFITS	DENTAL INS PREMIUMS	4,386.07
65179	10/23/2014	Reconciled		0602	MISS DIG SYSTEM, INC.	ANNUAL MEMBERSHIP FEE - 2015	680.00
65180	10/23/2014	Reconciled		5767	MUNICODE	CODE OF ORDINANCES ONLINE	650.00
65181	10/23/2014	Reconciled		5627	MARY NOVROCKI	10/18 FARM MKT MGR FEES	150.00
65182	10/23/2014	Reconciled		1034	OAKLAND COUNTY TREASURER	SOUTH LYON WOODS-SEPT 2014	405.00
65183	10/23/2014	Reconciled		3004	OBSERVER & ECCENTRIC NEWSPAPER	DPW&WTR HELP WANTED ADS &	1,935.90
65184	10/23/2014	Reconciled		0218	PARKSIDE CLEANERS	RUG CLEANING	43.00
65185	10/23/2014	Reconciled		5364	PEOPLE'S EXPRESS	TRANSPORTATION - SEPT 2014	5,863.00
65186	10/23/2014	Reconciled		1555	PITNEY BOWES	POSTAGE METER REFILL	1,239.00
65187	10/23/2014	Reconciled		9065	PROVIDENCE OCCUPATIONAL	D.O.T. PHYSICAL	480.00
65188	10/23/2014	Reconciled		2507	R.R.R.A.S.O.C.	HAZARDOUS WASTE COLL 10/4&9/14	1,480.00
65189	10/23/2014	Reconciled		5893	SAFEBUILT MICHIGAN, INC.	BLDG PERMIT INSPECTIONS	1,837.95
65190	10/23/2014	Reconciled		5554	SALEM-SOUTH LYON DISTRICT	TAXES DUE TO LIBRARY	1,687.82
65191	10/23/2014	Reconciled		0461	SOUTH LYON COMMUNITY SCHOOLS	TAXES DUE TO SCHOOLS	32,178.54
65192	10/23/2014	Reconciled		9017	STATE OF MICHIGAN..	WATER TESTING FEE	610.00
65193	10/23/2014	Reconciled		5959	ANDREA TRETHEWAY	2014 SUMMER TAX REFUND-PRE ADJ	1,371.32
65194	10/23/2014	Reconciled		5139	TYLER TECHNOLOGIES	FUND BAL ANN SOFTWARE SUPPORT	1,213.20
65195	10/23/2014	Reconciled		1552	TEDD WALLACE	MILEAGE, WAGE REIMB, & FOOD	749.26
65196	10/30/2014	Printed		4234	AWAYA*, INC.	DPW PHONE SYSTEM	34.24
65197	10/30/2014	Printed		0364	DOUGLAS BAAKI	TUITION REIMBURSEMENT	800.00
65198	10/30/2014	Printed		5892	BILLY BRANDT	10/25 FARM MKT ENTERTAINMENT	100.00
65199	10/30/2014	Printed		3749	KRISPEN S. CARROLL	PAYROLL DEDUCTION - 10/31/14	578.26
65200	10/30/2014	Printed		0998	CONSUMERS ENERGY	GAS SERVICE	1,835.51
65201	10/30/2014	Printed		3755	BEVERLY DIXSON	COUNCIL PAY - OCT. 2014	180.00
65202	10/30/2014	Printed		0584	DTE ENERGY	ELECTRIC SERVICE	2,041.28
65203	10/30/2014	Printed		0584	DTE ENERGY	ELECTRIC SERVICE	1,352.46
65204	10/30/2014	Printed		0317	DTE ENERGY	STREETLIGHTS	8,244.71
65205	10/30/2014	Printed		3702	MICHAEL KENNEDY	REIMB -TELEVISION FOR DAY ROOM	379.99
65206	10/30/2014	Printed		2586	GLENN KIVELL	COUNCIL PAY - OCT. 2014	180.00
65207	10/30/2014	Printed		1756	ERIN KOPKOWSKI	COUNCIL PAY - OCT. 2014	180.00
65208	10/30/2014	Printed		3398	MICHAEL KRAMER	COUNCIL PAY - OCT. 2014	180.00
65209	10/30/2014	Reconciled		6636	LYNNE LADNER	OCTOBER CAR ALLOWANCE	350.00
65210	10/30/2014	Printed		5937	SARAH LAMBI	COUNCIL RECORDING	50.00
65211	10/30/2014	Printed		6607	MICHIGAN GOVERNMENT FINANCE	MEMBERSHIP DUES	100.00
65212	10/30/2014	Printed		5627	MARY NOVROCKI	10/25 FARM MKT MGR FEES &	290.75
65213	10/30/2014	Printed		1199	PNC BANK	CR CARD-LODGING FOR MML CONF.	570.16
65214	10/30/2014	Printed		9065	PROVIDENCE OCCUPATIONAL	NEW HIRE PHYSICAL	288.00
65215	10/30/2014	Printed		0213	ROAD COMMISSION FOR OAKLAND	COLD PATCH	621.12
65216	10/30/2014	Printed		3756	JOSEPH RYZYI	COUNCIL PAY - OCT. 2014	180.00
65217	10/30/2014	Printed		1732	STANDARD INSURANCE COMPANY	DISABILITY & LIFE INS PREMUMS	2,249.08
65218	10/30/2014	Printed		3675	TOSHIBA FINANCIAL SERVICES	COPIER/PRINTER LEASE	1,715.59
65219	10/30/2014	Printed		0062	VANTAGEPOINT TRANSFERS	PAYROLL DEDUCTIONS - 10/31/14	3,193.08
65220	10/30/2014	Printed		5925	W.H. GRIFFIN, TRUSTEE	PAYROLL DEDUCTION - 10/31/14	253.85
65221	10/30/2014	Reconciled		1552	TEDD WALLACE	COUNCIL PAY - OCT 2014	220.00

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Checks							
65222	10/30/2014	Printed		1378	HARVEY WEDELL	COUNCIL PAY - OCT. 2014	180.00
65223	10/30/2014	Printed		3984	WOW! BUSINESS	INTERNET SERVICE	42.97
65224	11/03/2014	Printed		0383	SOUTH LYON VILLAGE BAKERY	BAGELS ETC FOR ELECTION WORK	68.50
65225	11/03/2014	Printed		0446	SUBWAY	DINNER FOR ELECTION WORKERS	190.00
65226	11/04/2014	Printed		2562	POSTMASTER	POSTAGE-REMINDERS & SHUTOFFS	176.80
65227	11/06/2014	Printed		7938	ACROSS THE STREET PRODUCTIONS	BLUE CARD ONLINE TRAINING	385.00
65228	11/06/2014	Printed		0642	RITA ALLEN	11/4 ELECTION PAY	160.00
65229	11/06/2014	Printed		1747	ANNE BADARAK	MILEAGE REIMBURSEMENT	44.36
65230	11/06/2014	Printed		3019	BIFANO EYE CARE	VISION BENEFITS - OCT 2014	292.50
65231	11/06/2014	Printed		5264	BUSCH'S	SUPPLIES	113.34
65232	11/06/2014	Printed		5922	FRANCES CODY	11/4 ELECTION PAY	160.00
65233	11/06/2014	Printed		5923	GERALD CODY	11/4 ELECTION PAY	160.00
65234	11/06/2014	Printed		5312	AUDREY COLLARD	11/4 ELECTION PAY	160.00
65235	11/06/2014	Printed		0998	CONSUMERS ENERGY	GAS SERVICE	69.48
65236	11/06/2014	Printed		3994	SALLY CROUCH	11/4 ELECTION PAY	145.00
65237	11/06/2014	Printed		0584	DTE ENERGY	ELECTRIC SERVICE 9/29-10/29/14	819.96
65238	11/06/2014	Printed		0317	DTE ENERGY	ELECTRIC SERVICE 9/25-10/26/14	22,399.42
65239	11/06/2014	Printed		3455	EMPLOYEE HEALTH INSURANCE MGMT	RX CHARGES	2,883.62
65240	11/06/2014	Printed		3806	ROSEMARY GOUIN	11/4 ELECTION PAY	175.00
65241	11/06/2014	Printed		3392	PATRICIA ELLEN GOWAN	11/4 ELECTION PAY (CHAIRPERSON)	174.00
65242	11/06/2014	Printed		9106	ROSE MARIE HAGGERTY	11/4 ELECTION PAY	145.00
65243	11/06/2014	Printed		3580	SUZANNE HERROSCHECK	11/4 ELECTION PAY	160.00
65244	11/06/2014	Printed		2273	JOHN KOPACZ	11/4 ELECTION PAY	175.00
65245	11/06/2014	Printed		2333	CARL KOSKI	11/4 ELECTION PAY	175.00
65246	11/06/2014	Printed		2148	DOROTHY KOSKI	11/4 ELECTION PAY (CHAIRPERSON)	210.00
65247	11/06/2014	Printed		5221	ELENI KONSTONTINI LAMBRECHT	11/4 ELECTION PAY	175.00
65248	11/06/2014	Printed		1509	MARTIN'S DO IT BEST	OCTOBER 2014 STMT	916.92
65249	11/06/2014	Printed		5222	JOYCE MAE MARTIN	11/4 ELECTION PAY	160.00
65250	11/06/2014	Printed		7743	MICHIGAN MUNICIPAL LEAGUE'	CDL DRUG/ALCOHOL TEST ANN FEE	560.00
65251	11/06/2014	Printed		0967	DAVID MURRAY	MECHANICAL INSP PAY - 10/2014	1,217.64
65252	11/06/2014	Printed		3759	OAKLAND COUNTY MEDICAL	EMS REPORTS	100.00
65253	11/06/2014	Printed		5183	OAKLAND COUNTY TREASURERS	FRMS	1,165.38
65254	11/06/2014	Printed		0462	PETER'S TRUE VALUE HARDWARE	CAC EVENT SUPPLIES	4,579.17
65255	11/06/2014	Printed		5962	MARY PETRICCA	SUMMER TAX REFUND - PRE ADJ	1,933.08
65256	11/06/2014	Printed		3828	ANTHONY REA	2014 SUMMER TAX MTT REFUND	953.90
65257	11/06/2014	Printed		0213	ROAD COMMISSION FOR OAKLAND	TRAFFIC SIGNAL MAINT-SEPT 2014	90.47
65258	11/06/2014	Printed		4008	ROBERTSON SOUTH LYON LLC	2014 SUMMER TAX MTT REFUND	1,206.24
65259	11/06/2014	Printed		5363	BARBARA ROCKWELL	11/4 ELECTION PAY	175.00
65260	11/06/2014	Printed		0302	JEANETTE RUSSELL	11/4 ELECTION PAY (CHAIRPERSON)	192.00
65261	11/06/2014	Printed		3078	NORMA JEAN SAWYER	11/4 ELECTION PAY	145.00
65262	11/06/2014	Printed		1648	MADELYN SELDEN	11/4 ELECTION PAY	145.00
65263	11/06/2014	Printed		3110	STATE OF MICHIGAN,	PUBLIC WATER SUPPLY ANNUAL FEE	5,372.01
65264	11/06/2014	Printed		5707	USBANK A TFS PROGRAM	COPIER LEASE	84.00
65265	11/06/2014	Printed		5370	VTI, INC.	PREPLAN VIEW SOFTWARE	585.00
65266	11/06/2014	Printed		3081	ELINOR WIKOFF	11/4 ELECTION PAY	175.00
65267	11/06/2014	Printed		3984	WOW! BUSINESS	CABLE & VOICE SERVICE	138.87
65268	11/06/2014	Printed		9829	DENNIS WUTKA	11/4 ELECTION PAY (CHAIRPERSON)	192.00
65269	11/06/2014	Printed		9830	MARLENE WUTKA	11/4 ELECTION PAY	165.00
65270	11/06/2014	Printed		3834	BRANDON ZIRKLE	ELECTRICAL INSP PAY-10/2014	823.52
65271	11/06/2014	Printed		5361	NANCY ZUFELT	11/4 ELECTION PAY	165.00

Check Register Report

Checks Written Since 10/13/14

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BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
				Total Checks: 152		Checks Total (excluding void checks):	511,093.20
				Total Payments: 152		Bank Total (excluding void checks):	511,093.20
				Total Payments: 152		Grand Total (excluding void checks):	511,093.20

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Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept:						
101-000.000-035.000	ENGINEERIN	HUBBELL, ROTH, & CLARK, INC. SITE PLANS	0		11/10/2014	1,957.17
101-000.000-035.000	ENGINEERIN	HUBBELL, ROTH, & CLARK, INC. SITE PLAN FEES - 4/17/12,	0		11/10/2014	1,393.48
Total						3,350.65
Dept: ADMINISTRATION						
101-200.000-801.000	PROFESSION	HUBBELL, ROTH, & CLARK, INC. COLONIAL ACRES HYDRANT ACCEPT.	0		11/10/2014	1,069.40
101-200.000-801.000	PROFESSION	HUBBELL, ROTH, & CLARK, INC. COLONIAL ACRES BUILD OUT PLANS	0		11/10/2014	112.68
101-200.000-801.000	PROFESSION	HUBBELL, ROTH, & CLARK, INC. GENERAL ENG SVCS -5/27/14 STMT	0		11/10/2014	243.96
101-200.000-802.000	ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC DUMPSTERS&RECYCLING-NOV 2014	0		11/10/2014	57.45
101-200.000-818.000	ELECTIONS	ELECTION SOURCE ELECTION SUPPLIES	0		11/10/2014	29.46
101-200.000-971.100	LAND/ BEAU	BRONNER'S COMMERCIAL DISPLAY REPL CHRISTMAS BULES	0		11/10/2014	199.00
101-200.000-971.100	LAND/ BEAU	BRONNER'S COMMERCIAL DISPLAY REPL CHRISTMAS BULES	0		11/10/2014	124.00
Total ADMINISTRATION						1,835.95
Dept: CEMETERY						
101-276.000-740.000	OPERATING	BADER & SONS CO. SPARK PLUG	0		11/10/2014	17.85
101-276.000-740.000	OPERATING	BADER & SONS CO. HEDGE TRIMMER REPAIR	0		11/10/2014	60.00
101-276.000-802.000	ONGOING RE	JOHN'S SANITATION PORTA JOHN AT CEMETERY	0		11/10/2014	75.00
101-276.000-802.000	ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC DUMPSTERS&RECYCLING-NOV 2014	0		11/10/2014	75.52
Total CEMETERY						228.37
Dept: POLICE						
101-300.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		11/10/2014	62.04
101-300.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		11/10/2014	50.38
101-300.000-727.000	OFFICE SUP	LAKELAND PRINTING S.L.P.D. BUSINESS CARDS	0		11/10/2014	149.00
101-300.000-740.000	OPERATING	WINDER POLICE EQUIPMENT 4 CARTONS - RED FLARES	0		11/10/2014	255.91
101-300.000-745.000	AMMUNITION	KIESLER'S POLICE SUPPLY AMMUNITION	0		11/10/2014	1,690.50
101-300.000-802.000	ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC DUMPSTERS&RECYCLING-NOV 2014	0		11/10/2014	37.76
101-300.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS BATTERY - P.D. 201	0		11/10/2014	116.99
101-300.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS WATER PUMP - P.D. 201	0		11/10/2014	43.39
101-300.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS MECHANIC'S TOOLS & SUPPLIES	0		11/10/2014	30.56
101-300.000-863.000	VEHICLE MA	COOK AUTOMOTIVE REPAIR SHIFTER ASSY - P.D. 291	0		11/10/2014	926.12
101-300.000-863.000	VEHICLE MA	NORM'S TOTAL AUTOMOTIVE SERVIC REPAIR TIRE - P.D. 271	0		11/10/2014	20.00
101-300.000-863.000	VEHICLE MA	CYNERGY PRODUCTS SEAT BELT CAPS PRISONER SEAT	0		11/10/2014	45.00
101-300.000-863.000	VEHICLE MA	TIRE WHOLESALERS COMPANY, INC. TIRES FOR P.D. 202	0		11/10/2014	514.64
101-300.000-957.000	EDUCATION	MICHIGAN LAW ENFORCEMENT TRAINING-OFFICER INVOLVED	0		11/10/2014	200.00
Total POLICE						4,142.29
Dept: FIRE						
101-335.000-721.000	UNIFORMS &	APOLLO FIRE EQUIPMENT CO. 5 SETS OF TURNOUT GEAR	0		11/10/2014	9,930.00
101-335.000-727.000	OFFICE SUP	QUILL CORPORATION OFFICE SUPPLIES & CANDY	0		11/10/2014	77.52

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Fund	GL Number	Vendor Name	Check	Invoice	Due	
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Account						
Fund: GENERAL FUND						
Dept: FIRE						
101-335.000-727.000	OFFICE SUP	QUILL CORPORATION	0		11/10/2014	22.93
		BINDERS				
101-335.000-740.000	OPERATING	ADVANCE AUTO PARTS	0		11/10/2014	16.77
		FLOOR DRY				
101-335.000-740.000	OPERATING	MICHIGAN CHAMBER SERVICES, INC	0		11/10/2014	37.50
		LEGAL POSTERS				
101-335.000-802.000	ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC	0		11/10/2014	37.76
		DUMPSTERS&RECYCLING-NOV 2014				
101-335.000-820.000	COMPUTER	DYNAMIC ENTERPRISE SOLUTIONS	0		11/10/2014	2,926.50
		SERVER PURCHASE & INSTALL				
101-335.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS	0		11/10/2014	18.34
		MECHANIC'S TOOLS & SUPPLIES				
101-335.000-863.000	VEHICLE MA	BREWER'S, INC.	0		11/10/2014	500.00
		TOW SERVICE FOR LADDER 1				
101-335.000-863.000	VEHICLE MA	PAYETTE SALES & SERVICE, INC.	0		11/10/2014	375.00
		LADDER 1 PULLEY REPLACEMENT				
101-335.000-863.000	VEHICLE MA	SUPERIOR COLLISION CENTER	0		11/10/2014	1,899.22
		ENGINE 2 PAINT REPAIR				
101-335.000-863.000	VEHICLE MA	CHIEF'S CHOICE	0		11/10/2014	117.00
		VEHICLE CLEANING SUPPLIES				
101-335.000-863.000	VEHICLE MA	PAYETTE SALES & SERVICE, INC.	0		11/10/2014	343.75
		L-1 HYDRAULIC MOTOR REPAIR				
101-335.000-863.000	VEHICLE MA	CUMMINS BRIDGEWAY, LLC	0		11/10/2014	616.99
		REPL FUEL INJECTOR VALVE - E-2				
101-335.000-880.000	COMMUNITY	EACCESS SOLUTIONS, INC.	0		11/10/2014	156.15
		CARBON MONOXIDE ALARM				
101-335.000-930.000	REPAIR MAI	HUSKY PORTABLE CONTAINMENT	0		11/10/2014	71.03
		PORT-A-TANK REPAIR				
101-335.000-930.000	REPAIR MAI	TIME EMERGENCY EQUIPMENT	0		11/10/2014	241.44
		THERMAL IMAGER BATTERIES				
101-335.000-977.000	EQUIPMENT	APOLLO FIRE EQUIPMENT CO.	0		11/10/2014	126.15
		FIRE HOSE ADAPTERS				
101-335.000-977.000	EQUIPMENT	DEL FIRE STORE	0		11/10/2014	108.32
		HOSE PACK				
101-335.000-977.000	EQUIPMENT	BOUND TREE MEDICAL, LLC	0		11/10/2014	213.90
		GLOVES, MASKS, GLUCOSE STRIPS				
Total FIRE						17,836.27
Dept: DEPT. OF PUBLIC WORKS						
101-440.000-727.000	OFFICE SUP	OFFICE EXPRESS	0		11/10/2014	22.48
		OFFICE SUPPLIES				
101-440.000-740.000	OPERATING	ANN ARBOR WELDING SUPPLY CO	0		11/10/2014	76.50
		CYLINDER RENTAL				
101-440.000-740.000	OPERATING	BADER & SONS CO.	0		11/10/2014	19.14
		OIL FOR MOWERS				
101-440.000-740.000	OPERATING	QUALITY FIRST AID & SAFETY	0		11/10/2014	210.69
		GLOVES, PAPER&SAFETY SUPPLIES				
101-440.000-801.000	PROFESSION	HUBBELL, ROTH, & CLARK, INC.	0		11/10/2014	1,906.40
		DPW YARD PAVING - 1/9/12 STMT				
101-440.000-802.000	ONGOING RE	TECH RESOURCES, INC.	0		11/10/2014	590.00
		ANNUAL SNA MAINT. RENEWAL				
101-440.000-802.000	ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC	0		11/10/2014	118.68
		DUMPSTERS&RECYCLING-NOV 2014				
101-440.000-820.000	COMPUTER	TECH RESOURCES, INC.	0		11/10/2014	2,174.78
		(2) COMPUTERS&MONITORS&INSTALL				
101-440.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS	0		11/10/2014	48.89
		MECHANIC'S TOOLS & SUPPLIES				
101-440.000-863.000	VEHICLE MA	MICHIGAN CAT	0		11/10/2014	620.20
		OIL PAN, GASKET & SEALS - T-8				
101-440.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS	0		11/10/2014	16.77
		FLOOR DRY				
101-440.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS	0		11/10/2014	80.00
		SHOP SUPPLIES				
101-440.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS	0		11/10/2014	23.80
		FUEL CAPS				
101-440.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS	0		11/10/2014	16.43
		WASHER PUMP T-12				
101-440.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS	0		11/10/2014	69.70
		FUEL TREATMENT				

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Account						
Fund: GENERAL FUND						
Dept: DEPT. OF PUBLIC WORKS						
101-440.000-935.000	NPDES PHAS	HUBBELL, ROTH, & CLARK, INC.	0		11/10/2014	452.24
		2013/14 STORM WATER ASSIST.				
101-440.000-935.000	NPDES PHAS	HUBBELL, ROTH, & CLARK, INC.	0		11/10/2014	2,247.01
		2013/14 STORM WTR PERMIT ASST				
101-440.000-974.000	LAND IMPRO	HORNET CONCRETE CO. INC.	0		11/10/2014	385.00
		CONCRETE FOR SIDEWALK REPAIR				
101-440.000-974.000	LAND IMPRO	TERRY SWEENEY & COMPANY	0		11/10/2014	29.25
		CONCRETE SUPPLIES				
101-440.000-974.000	LAND IMPRO	MILARCH NURSERY, INC.	0		11/10/2014	3,375.00
		2014 FALL PLANT-15 MAPLE TREES				
101-440.000-974.000	LAND IMPRO	NORMAR LANDSCAPERS, INC.	0		11/10/2014	795.00
		REMOVED STUMPS & ROOTS				
101-440.000-974.000	LAND IMPRO	NORMAR LANDSCAPERS, INC.	0		11/10/2014	1,030.00
		TREE REMOVAL & TRIMMING				
101-440.000-974.000	LAND IMPRO	NORMAR LANDSCAPERS, INC.	0		11/10/2014	1,460.00
		TREES REMOVED				
Total DEPT. OF PUBLIC WORKS						15,767.96
Dept: PARKS AND RECREATION						
101-690.000-801.000	PROFESSION	JOHN'S SANITATION	0		11/10/2014	620.00
		PORTA JOHNS AT PARKS				
Total PARKS AND RECREATION						620.00
Dept: HISTORICAL DEPOT						
101-732.000-802.000	ONGOING RE	MARK G. POPRAVSKY	0		11/10/2014	90.00
		SPRINKLER WINT.-DEPOT&CHURCH				
Total HISTORICAL DEPOT						90.00
Fund Total						43,871.49
Fund: MAJOR STREETS						
Dept: CONSTRUCTION						
202-451.000-801.000	PROFESSION	HUBBELL, ROTH, & CLARK, INC.	0		11/10/2014	1,380.43
		2013 UPDATE ROAD MASTER PLAN				
202-451.000-801.000	PROFESSION	HUBBELL, ROTH, & CLARK, INC.	0		11/10/2014	44.80
		2013 UPDATE - ROAD MASTER PLAN				
Total CONSTRUCTION						1,425.23
Dept: STREET-ROUTINE MAINT.						
202-463.000-930.000	REPAIR MAI	STONE DEPOT	0		11/10/2014	270.00
		LEAF DISPOSAL (180 YARDS)				
202-463.000-930.000	REPAIR MAI	STONE DEPOT	0		11/10/2014	555.00
		LEAF DISPOSAL (370 YARDS)				
202-463.000-930.000	REPAIR MAI	STONE DEPOT	0		11/10/2014	135.00
		LEAF DISPOSAL (90 YARDS)				
Total STREET-ROUTINE MAINT.						960.00
Dept: SNOW PLOWING						
202-478.000-740.000	OPERATING	MICHIGAN CAT	0		11/10/2014	473.65
		SNOW BOX PARTS				
Total SNOW PLOWING						473.65
Fund Total						2,858.88
Fund: LOCAL STREETS						
Dept: CONSTRUCTION						
203-451.000-802.100	CONTRACTUA	HUBBELL, ROTH, & CLARK, INC.	0		11/10/2014	243.61
		2013 UPDATE ROAD MASTER PLAN				
203-451.000-802.100	CONTRACTUA	HUBBELL, ROTH, & CLARK, INC.	0		11/10/2014	253.90
		2013 UPDATE - ROAD MASTER PLAN				
Total CONSTRUCTION						497.51
Dept: STREET-ROUTINE MAINT.						
203-463.000-930.000	REPAIR MAI	STONE DEPOT	0		11/10/2014	270.00
		LEAF DISPOSAL (180 YARDS)				
203-463.000-930.000	REPAIR MAI	STONE DEPOT	0		11/10/2014	555.00
		LEAF DISPOSAL (370 YARDS)				

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Account						
Fund: LOCAL STREETS						
Dept: STREET-ROUTINE MAINT.						
203-463.000-930.000	REPAIR MAI	STONE DEPOT LEAF DISPOSAL (90 YARDS)	0		11/10/2014	135.00
				Total STREET-ROUTINE MAINT.		960.00
Dept: SNOW PLOWING						
203-478.000-740.000	OPERATING	MICHIGAN CAT SNOW BOX PARTS	0		11/10/2014	255.51
				Total SNOW PLOWING		255.51
Dept: STORM SEWER						
203-491.000-740.000	OPERATING	EJ USA, INC. STORM DRAIN GRATE & FRAME	0		11/10/2014	442.19
				Total STORM SEWER		442.19
				Fund Total		2,155.21
Fund: CAPITAL IMPROVEMENTS						
Dept: CONSTRUCTION						
401-451.000-801.000	PROFESSION	HUBBELL, ROTH, & CLARK, INC. LAKE ST PAVEMENT REHAB.	0		11/10/2014	1,098.99
401-451.000-801.110		HUBBELL, ROTH, & CLARK, INC. LAKE ST PAVEMENT REHAB -	0		11/10/2014	17,250.52
401-451.000-801.300	MISC. EXPE	HUBBELL, ROTH, & CLARK, INC. POLICE/FIRE PARKING LOT REHAB-	0		11/10/2014	727.17
				Total CONSTRUCTION		19,076.68
				Fund Total		19,076.68
Fund: WATER & SEWER						
Dept: WATER/SEWER CONSTRUCTION						
592-452.000-801.000	PROFESSION	HUBBELL, ROTH, & CLARK, INC. WATER SYS UPGRADES DWRF	0		11/10/2014	3,506.29
592-452.000-801.000	PROFESSION	HUBBELL, ROTH, & CLARK, INC. WTR SYS UPGRADES-DWRF	0		11/10/2014	14,263.98
				Total WATER/SEWER CONSTRUCTION		17,770.27
Dept: WATER / REPAIR						
592-540.000-930.000	REPAIR MAI	HORNET CONCRETE CO. INC. ROAD REPAIR-WATER VALVE REPL	0		11/10/2014	936.00
592-540.000-930.000	REPAIR MAI	TERRY SWEENEY & COMPANY CONCRETE SUPPLIES -ROAD REPAIR	0		11/10/2014	142.90
592-540.000-930.000	REPAIR MAI	ETNA SUPPLY HYDRANT REPAIR PARTS	0		11/10/2014	909.58
592-540.000-930.000	REPAIR MAI	EJ USA, INC. REPLACE FIRE HYDRANT	0		11/10/2014	2,037.04
				Total WATER / REPAIR		4,025.52
Dept: SEWER / REPAIR						
592-550.000-930.000	REPAIR MAI	PLUMBERS SERVICE CABLED SAN. LINE-225 E LIBERTY	0		11/10/2014	193.50
592-550.000-930.000	REPAIR MAI	PLUMBERS SERVICE CABLED SANITARY LINE350 HARVARD	0		11/10/2014	427.50
				Total SEWER / REPAIR		621.00
Dept: REFUSE COLLECTION						
592-555.000-818.100	REFUSE COL	DUNCAN DISPOSAL SYSTEMS, LLC NOVEMBER 2014 STMT	0		11/10/2014	41,217.06
				Total REFUSE COLLECTION		41,217.06
Dept: WATER						
592-556.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		11/10/2014	47.93
592-556.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		11/10/2014	32.88
592-556.000-740.000	OPERATING	FISHER SCIENTIFIC LAB SUPPLIES	0		11/10/2014	49.03
592-556.000-740.000	OPERATING	FISHER SCIENTIFIC LAB SUPPLIES	0		11/10/2014	72.15

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Fund	GL Number	Vendor Name	Check	Invoice	Due	
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Account						
Fund: WATER & SEWER						
Dept: WATER						
592-556.000-740.000	OPERATING	IDEXX LABORATORIES*	0		11/10/2014	1,179.47
		LAB SUPPLIES				
592-556.000-740.000	OPERATING	ARBOR SPRINGS WATER CO., INC.	0		11/10/2014	14.38
		LAB SUPPLIES				
592-556.000-740.000	OPERATING	ELHORN ENGINEERING COMPANY	0		11/10/2014	1,472.00
		PHOSPHATE				
592-556.000-740.000	OPERATING	GRAINGER	0		11/10/2014	73.40
		GAS CANS & FUNNELS				
592-556.000-740.000	OPERATING	QUALITY FIRST AID & SAFETY	0		11/10/2014	47.98
		GLOVES & PAPER SUPPLIES				
592-556.000-801.000	PROFESSION	HUBBELL, ROTH, & CLARK, INC.	0		11/10/2014	1,266.84
		WELL #6 - 3/28 & 5/27/11 STMTS				
592-556.000-802.000	ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC	0		11/10/2014	48.56
		DUMPSTERS&RECYCLING-NOV 2014				
592-556.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS	0		11/10/2014	18.34
		MECHANIC'S TOOLS & SUPPLIES				
592-556.000-863.000	VEHICLE MA	NORM'S TOTAL AUTOMOTIVE SERVIC	0		11/10/2014	2,307.86
		CATALYTIC CONV, PLUGS&THROTTLE				
592-556.000-863.000	VEHICLE MA	O'REILLY AUTO PARTS	0		11/10/2014	49.53
		VEHICLE WASH & SPARK PLUGS				
592-556.000-863.000	VEHICLE MA	VHR INTERNATIONAL LLC	0		11/10/2014	40.44
		LAB SUPPLIES				
592-556.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS	0		11/10/2014	26.14
		FUEL TREATMENT				
592-556.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS	0		11/10/2014	113.81
		STARTER FOR W-5				
592-556.000-931.000	BUILDING M	SEAL-ALL WATERPROOFING CO, INC	0		11/10/2014	3,250.00
		SEAL LEAK -GROUND STORAGE TANK				
Total WATER						10,110.74
Dept: WASTEWATER						
592-557.000-727.000	OFFICE SUP	OFFICE EXPRESS	0		11/10/2014	47.92
		OFFICE SUPPLIES				
592-557.000-727.000	OFFICE SUP	OFFICE EXPRESS	0		11/10/2014	32.88
		OFFICE SUPPLIES				
592-557.000-740.000	OPERATING	FISHER SCIENTIFIC	0		11/10/2014	49.02
		LAB SUPPLIES				
592-557.000-740.000	OPERATING	REPUBLIC SERVICES #241	0		11/10/2014	689.64
		PLANT SCREENINGS REMOVAL				
592-557.000-740.000	OPERATING	CHEMCO PRODUCTS INC.	0		11/10/2014	4,198.50
		POLYMER				
592-557.000-740.000	OPERATING	FISHER SCIENTIFIC	0		11/10/2014	150.50
		LAB SUPPLIES				
592-557.000-740.000	OPERATING	FISHER SCIENTIFIC	0		11/10/2014	72.15
		LAB SUPPLIES				
592-557.000-740.000	OPERATING	ANN ARBOR WELDING SUPPLY CO	0		11/10/2014	25.50
		CYLINDER RENTAL				
592-557.000-740.000	OPERATING	BRIGHTON ANALYTICAL, INC.	0		11/10/2014	41.25
		WW ANALYSIS				
592-557.000-740.000	OPERATING	CHEMTRADE CHEMICALS US LLC	0		11/10/2014	5,350.67
		ALUMINUM SULFATE				
592-557.000-740.000	OPERATING	GRAINGER	0		11/10/2014	102.90
		BLOWER PRESSURE GAUGES				
592-557.000-740.000	OPERATING	PARAGON LABORATORIES, INC.	0		11/10/2014	180.00
		WW ANALYSIS				
592-557.000-740.000	OPERATING	ADVANCE AUTO PARTS	0		11/10/2014	47.16
		BATTERY FOR J.D. GATOR				
592-557.000-740.000	OPERATING	ARBOR SPRINGS WATER CO., INC.	0		11/10/2014	14.37
		LAB SUPPLIES				
592-557.000-740.000	OPERATING	GRAINGER	0		11/10/2014	73.40
		GAS CANS & FUNNELS				
592-557.000-740.000	OPERATING	GRAINGER	0		11/10/2014	67.62
		SCREENING CART CASTERS				
592-557.000-740.000	OPERATING	PARAGON LABORATORIES, INC.	0		11/10/2014	180.00
		WW ANALYSIS				
592-557.000-740.000	OPERATING	QUALITY FIRST AID & SAFETY	0		11/10/2014	47.97
		GLOVES & PAPER SUPPLIES				
592-557.000-802.000	ONGOING RE	KROPF MECHANICAL SERVICE CO.	0		11/10/2014	1,125.00
		FALL HVAC INSPECTION				

INVOICE APPROVAL LIST BY FUND

Date: 11/06/2014

Time: 10:25am

Page: 6

The City of South Lyon

Fund	GL Number	Vendor Name	Check	Invoice	Due	
Department	Abbrev	Invoice Description	Number	Number	Date	Amount
Account						
Fund: WATER & SEWER						
Dept: WASTEWATER						
592-557.000-802.000	ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC	0		11/10/2014	48.56
		DUMPSTERS&RECYCLING-NOV 2014				
592-557.000-863.000	VEHICLE MA	VWR INTERNATIONAL LLC	0		11/10/2014	40.43
		LAB SUPPLIES				
592-557.000-931.000	BUILDING M	ECHO PROCESS INSTRUMENTATION	0		11/10/2014	1,130.57
		REPAIR ALUM TANK LEVEL SENSOR				
592-557.000-931.000	BUILDING M	KENNEDY INDUSTRIES INC.	0		11/10/2014	9,745.00
		CARR TRACE LIFT STA PUMP REPL				
592-557.000-931.000	BUILDING M	UTILITIES INSTRUMENTATION	0		11/10/2014	984.00
		TROUBLESHOOT WWTP GENERATOR				
592-557.000-931.000	BUILDING M	PIPE-PEARCE ELECTRIC CO.	0		11/10/2014	2,681.19
		CLARIFER FLOCCULATOR MTR&VFD				
592-557.000-962.000	MISC EXP	UTILITIES INSTRUMENTATION	0		11/10/2014	620.00
		SCADA WORK				
592-557.000-970.000	CAPITOL IM	UTILITIES INSTRUMENTATION	0		11/10/2014	4,545.00
		FURN&INSTALL EFFLUENT FLOW MTR				
592-557.000-977.000	EQUIPMENT	KENNEDY INDUSTRIES INC.	0		11/10/2014	8,751.00
		HIDDEN CRK LIFT STA. PUMP REPL				
Total WASTEWATER						41,042.20
Fund Total						114,786.79
Fund: TAX COLLECTION						
Dept:						
703-000.000-223.000		SALEM-SOUTH LYON DISTRICT	0		11/10/2014	3,129.96
		TAXES DUE TO LIBRARY				
703-000.000-225.100		SOUTH LYON COMMUNITY SCHOOLS	0		11/10/2014	8,832.24
		TAXES DUE TO SCHOOLS				
703-000.000-225.200		SOUTH LYON COMMUNITY SCHOOLS	0		11/10/2014	15,693.93
		TAXES DUE TO SCHOOLS				
Total						27,656.13
Fund Total						27,656.13
Grand Total						210,405.18

The above checks have been approved for payment.

Lisa Deaton, City Clerk/Treasurer

Tedd M. Wallace, Mayor



P.O. Box 235
South Lyon, MI 48178
"On Chief Pontiacs' Trail"
"We Build"

November 6, 2014

South Lyon City Council
335 S. Warren Street
South Lyon, Michigan 48178

**Re: Kiwanis Use of Historical Village/Depot Grounds
South End of McHattie Park**

Dear Honorable City Council,

The South Lyon Kiwanis is requesting the use of the Historical Village/Depot Grounds at the South End of McHattie Park for the purposes of Tree Sales. As the City Council may know, this has been an annual event.

This request is to use the property from **appx. November 15th, 2014 (set up) through December 31, 2014 (take down and clean up)**. Sales usually end near December 21, 2014 and the property is usually cleaned up by the end of December weather permitting. The sales support the annual senior dinner at the High School which will be on **Monday December 8, 2014**.

I have enclosed a copy of the Certificate of Liability Insurance naming the City of South Lyon as an additional insured.

If you have any questions regarding this or any other matter, please feel free to call me.

Very truly yours,

Philip J. Weipert
Immediate Past President
Club Secretary-(248) 486-1100

PJW:mdn



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hyland Group Inc-Indianapolis 301 Pennsylvania Parkway, #201 Indianapolis IN 46280		CONTACT NAME: Adam Reiff PHONE (A/C No. Ext.): 317-817-5139 FAX (A/C No.): 317-817-5151 E-MAIL: adam.reiff@hyland.com ADDRESS: adam.reiff@hyland.com	
INSURED KIWANIS Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268		INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC# 19437	

COVERAGES

CERTIFICATE NUMBER: 2135903871

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR (LTS)	TYPE OF INSURANCE	ADDITIONAL INSURER (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	013138005	11/1/2014	11/1/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOF AGG \$2,000,000 Liquor Liability \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		013138005	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Aggregate \$3,000,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CED <input type="checkbox"/> RETENTIONS <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention		013138005	11/1/2014	11/1/2015	All Claims \$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as Additional Insured as respects to General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during policy term are included):
 11/08/2014-12/31/14 OR ANY FUTURE DATE(S) DURING THE POLICY TERM - CHRISTMAS TREE SALES AT CITY OF SOUTH LYON MCHATTIE PARK

CERTIFICATE HOLDER

CANCELLATION

CITY OF SOUTH LYON & ITS MCHATTIE PARK

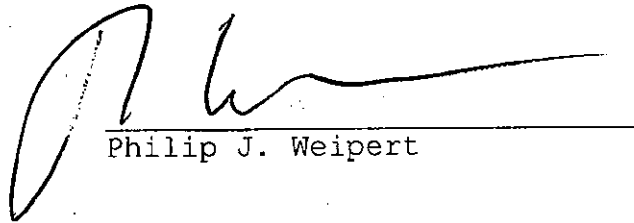
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the South Lyon Kiwanis Club agrees to defend, pay, on behalf of, indemnify and hold harmless the City of South Lyon, its elected officials and appointed officials, employees and volunteers, and others working on behalf of the City of South Lyon against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of South Lyon, by reason of personal injury or death and/or property damage, including loss of use thereof, which arises out of, or in any way connected or associated with this agreement.



Philip J. Weipert

Sable Corporate Update

November 10th - 2014

Mission

Functions and responsibilities as set in Part I Sec. 26-20 (c) of Ordinance No. 02-14 currently states that the role of the commission is to “review and recommend rules, regulations, and policies governing the city’s government access channel, content, and programming, and suggest and assist in the development of locally originated programs.”

Per the spirit of this mission, the Cable Commission submits the following initial recommendations for City Council consideration.

Near term focus

Facilitate the process

Engage the community

Procure programming content

Upgrade capabilities

Application for Submission and Statement of Compliance – the cable channel policy calls for an application and compliance form to be submitted with each program. This allows a record of receipt and information related to the programming.

STATEMENT OF COMPLIANCE

1. I have read the Government Access Cable Channel Policy and am thoroughly familiar with the operating policies and procedures regarding paybands on Channel 19.

2. I understand that I must submit the program three days prior to the requested air date so that it can be checked for content and technical compatibility with the system.

3. I accept full responsibility for any disputes arising from the content of any material including prohibited material, unauthorized use of copyrighted material, slander/libel charges, and agree to hold harmless in any such disputes the City of South Lyon, its partners, employees, associates, consultants and contracted labor.

4. False or misleading statements made in this application are grounds for forfeiture of the right to use public access.

5. Upon acceptance, this application is non-transferable.

Name of Program: _____

Please print Your Name: _____

Signature of Applicant: _____ Date: _____

Engage the community

Promote

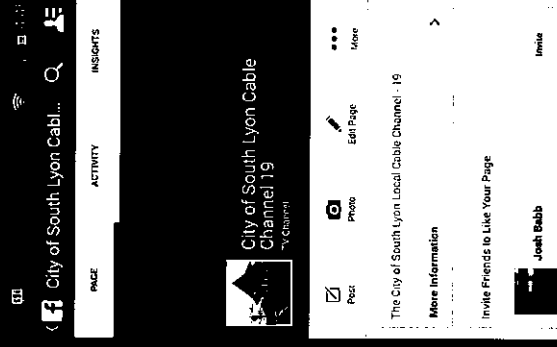
Facebook page – will help promote the channel and serve as a place for people to go to understand programming updates or for updates on what programming is being planned.

Solicit Feedback

- the idea here is to ask the community about their viewing habits for channel 19 and what type of programming would they like to see.

Create Awareness/Generate Excitement

Herald Article – communicate with South Lyon and the surrounding community what recommendations are being made and to get the community involved.



4. What programs do you typically watch on Channel 19?

- ☐ Replay of local sporting events (i.e. high school football games)
- ☐ Replay of City Council meetings
- ☐ Other (please specify)

5. How often do you watch council meetings on Cable Channel 19?

- ☐ Often
- ☐ Occasionally
- ☐ Rarely
- ☐ Never

6. What types of programs are you most interested in watching on Channel 19?

- ☐ High school sporting events
- ☐ Other local sporting events (swimming, wrestling, etc.)
- ☐ City Council meetings
- ☐ Documentaries about local history
- ☐ Calendar of events
- ☐ Community event coverage
- ☐ Local election programming
- ☐ Job postings
- ☐ Other (please specify)

Procure programming content

Bring awareness

Local Campaign – To identify a list of events and activities to record that would be appealing to the community. This would be accomplished by connecting with and reaching out to local groups, businesses, and community programs to let them know about this resource and how it can help support and inform our community.

Enable volunteers

Conduct workshops - individuals will be trained to record and prepare programs that will appear on the city's community access channel. The goal is to build a small crew of 'certified' participants that would capture (record) these interesting events through the year.

Volunteer Program for South Lyon Community Access Television Channel 19

Program Idea

Throughout the year, scores of interesting events occur across the community ranging from Elementary school plays to library events, club and school sports, Recreation Department programs and city sponsored activities. This volunteer program is designed to build this awareness of community activities by developing a team of interested residents who want to help share information and the many good things that happen in our community.

Capturing and sharing these images with our residents will encourage greater participation in the community, volunteerism and improve awareness, communication and promotion of area activities.

In this program, individuals will be trained to record and prepare programs that will appear on the city's community access channel. The goal is to build a small crew of participants that would capture (record) these interesting events through the year. This program will be a training ground for local citizens to learn basic media production and use the medium of television to communicate to their community.

Basic Video Skills Workshop

Participants will learn basic program development, camera operation and editing to produce video content for the channel. The workshops are open to anyone age 14 and up who live in the South Lyon and the surrounding townships: Green Oak, Lyon and Salem. After completing a workshop, volunteers will be qualified to be a member of the South Lyon Community Access production crew.

Trainers

Initially, Rich Perry has volunteered to train volunteers on the equipment, videography, editing, graphics and program assembly at no cost. Over time, trained volunteers can perform that same training.

You Expect Me To Shoot And Edit?

As part of this program, free workshops are offered that will provide a detailed overview of the equipment and instruction on how to get started. Professional video production is an art and a science like anything else, but the goal is not Discovery Channel quality. Instead, the focus should be, initially, simple, information oriented content. Content could consist of interviews and basic event information delivered in a visually appealing manner.

Certified

Once trained, those individuals would be eligible to, when made available, use Channel 19 equipment to record and edit events for the purpose of creating a short program for Channel 19.

Getting an Event On The Air

- When a request is submitted to record an event, individuals on the list of trained volunteers are contacted to record that event. Also, an online signup tool can be used to list (and the event details) events and volunteers can sign-up online.
- The volunteer contacts the requester and details of the event are shared.
- Once the event has been recorded, that same volunteer, or another, would sign-up to prepare the material for air.
- After the material is edited and ready to cablecast, it is submitted to the City for review.

- Once reviewed, the file is added to the playlist (with an automatic playback system in place) or burned to a DVD and played the time of choosing by the City.

Programming

One of the first tasks to begin this program will be to identify a list of events and activities to record that would be appealing to the community. The City, along with volunteers, can create a list of events that would be good targets to record and edit into simple videos. These events can be posted online along with a signup sheet for those interested in handling the program. Examples of simple to create content are:

- **Weekly “Person On The Street Interview”** where a question of the week is asked (perhaps a current event of local or national importance). This can be shot downtown, at the libraries, McHattie, etc.
- **Monthly Events Calendar** - Photos and PowerPoint slides displaying upcoming events with a voice-over. Events mentioned can include Concert in the Park, Farmers Market, upcoming construction, water bills due reminder, City job opening(s), events from the Historical Society, etc.
- **How To . . .** A simple :45 second informational piece that tells viewers which person at the City to go to for various functions and processes, i.e. certain permits, who to call about a burned out street lamp, who to contact to get an absentee voter ballot, etc.
- **Recycling Information** - Information video on what to recycle, what not to recycle. Where to go if you need more recycling, etc. Recycling programs are very popular on local access channels.
- **Monthly Update** from various members of the City: City Manager, Police Chief, Mayor, DDA, etc.
- **Booster Club Videos.** Nearly every club associated with the schools (Drama, Robotics, Band, Swimming) will create either a recruiting video or a year-end review photo montage
- **Promotional Videos** for local non-profit organizations supplied by the organization. The organization would be required to follow a template for their video (i.e. no more than 60 seconds, etc).
- **SLARA** – there are unlimited opportunities for content associated with the Rec Dept. ranging from promoting upcoming events to recording the actual events.

Videos that appear on the community channel are not required to be a specific length, unlike standard television where programs are typically 30 or 60 minutes. Instead, initially we would encourage volunteers to keep productions simple to minimize the amount of volunteer time. Although volunteers who already have the skill set to create and edit a full program are welcome. Content that is one, two or up to five minutes is much more approachable than expecting a 30 minute program.

Cablecast Video Content

Look ahead, as videos have been put together and/or collected from the community, the city will begin to build a small library of content. The current means of playback is with one DVD player. This requires a person to manually start and stop the DVD and then put up the next content which is inefficient and antiquated. Today, communities use a video automation system such as from Cinergy, AirPlay or Leightronics. This is a simple scheduling tool which lines up files (or programs) to play automatically and in the order and frequency desired.

Many of these applications are web-based so that scheduling can occur via the web from any location. That is important especially if there is information that needs to be distributed to the community instantly. Automation playback equipment and software ranges from \$2,500 to \$15,000. Through research performed by the cable commission, the Cinergy Air Solo product is the recommended solution.

Costs

To get started with a volunteer program and gathering content, the city does not need to spend any money. The materials to promote the volunteer program can be created at no cost. These materials can be distributed via email and social media targeting the community in general but with a focus on schools.

Initially, the equipment needed to record community events can be from the volunteers themselves. However, to encourage more involvement and better quality multimedia, it is the recommendation of the cable commission that the City invest in basic equipment that falls between consumer and professional level gear and the editing software will be no more difficult than using your personal computer. Equipment recommendations to start include:

Content Acquisition (camera)

Canon EOS Rebel T5i with Rode Video Mic and SD Cards
Tripod
Extra batteries
Extra SD storage
Approximately \$1,200.00

Editing software

\$200.00

Automatized Playback System

Cinergy Automation Software	\$2,400.00
PC with necessary hardware	\$1,500.00
Total:	\$4,900.00



Creating Awareness of the Volunteer Program

The commission has identified the following ways to make the community aware of this program:

- Social Media
 - Channel 19 Facebook Page
 - Facebook posts on key pages (i.e. Downtown South Lyon, Library, education, service organizations, etc.)
- Articles in the South Lyon Herald
- Communication to the school district
- Channel 19
- Survey
- Outreach (personal contacts, phone and email) to service organizations

APPLICATION FOR CHANNEL 19 BROADCAST

Please Print:

Group/Organization: _____

Submitter Name: _____

Producers Name (if different): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email : _____

Show Title: _____ Total Running Time: _____

Description of programming content:

Please circle the one subject that best fits your show:

<i>Religious</i>	<i>Events</i>	<i>Youth</i>	<i>Schools</i>
<i>Entertainment</i>	<i>Art</i>	<i>Educational</i>	<i>Athletics</i>
<i>Community</i>	<i>Local Interest</i>	<i>Instructional</i>	<i>Government</i>
<i>Documentary</i>	<i>Interview</i>	<i>Bulletin Board</i>	<i>Play/Musical</i>

Please circle Yes or No

Yes No Are you a certified Channel 19 producer?

Yes No This program contains material which might be considered objectionable.
If yes, SLCA reserves the right to limit broadcast hours to between 11pm and 6am.

Yes No Releases for material subject to copyright, royalty rights or residuals have been
obtained and producer accepts full responsibility for program submitted.

Please Print Your Name: _____

Signature of Applicant: _____ Date: _____

For Office Use

☐ Accepted as presented

Date Played: _____

☐ Rejected Completely

Comment:

☐ Conditional Approval

Comment:

Received by: _____ Date received: _____

Reviewed by: _____ Date reviewed: _____

STATEMENT OF COMPLIANCE

1. I have read the Government Access Cable Channel Policy and am thoroughly familiar with the operating policies and procedures regarding playbacks on Channel 19.
2. I understand that I must submit the program three days prior to the requested air date so that it can be checked for content and technical compatibility with the system.
3. I accept full responsibility for any disputes arising from the content of any material including prohibited material, unauthorized use of copyrighted material, slander/libel charges, and agree to hold harmless in any such disputes the City of South Lyon, its partners, employees, associates, consultants and contracted labor.
4. False or misleading statements made in this application are grounds for forfeiture of the right to use public access.
5. Upon acceptance, this application is non-transferable.

Name of Program: _____

Please Print Your Name: _____

Signature of Applicant: _____ Date: _____

AGENDA NOTE

New Business Item #4

MEETING DATE: November 10, 2014

PERSON PLACING ITEM ON AGENDA: Applicant, City Attorney, Planning Consultant

AGENDA TOPIC:

1. Request for approval of Final (Stage II) Planned Development Site Plan for Knolls of South Lyon
2. Request for approval of Planned Development Agreement between City of South Lyon and Oakland Forty Group, LLC regarding Knolls of South Lyon

EXPLANATION OF TOPIC:

The Applicant Oakland Forty Group, LLC, and its authorized agent and contract purchaser, Paul Elkow, submitted an application to rezone Parcel No. 80-21-20-176-002 located at the north end of Mill Street, immediately north of Kestrel Ridge Drive, approximately 39.39 acres, from R-2 (single family residential) to PD (planned development) and to approve the Preliminary (Stage I) Planned Development Site Plan for the development referred to as "Knolls of South Lyon."

As background, pursuant to Sections 102-383 through 102-386 of the City's Zoning Ordinance, the steps for Planned Development rezoning and site plan approval are:

- (1) a public hearing and review of the rezoning request and Preliminary (Stage I) PD Planned Development Site Plan by the Planning Commission with a recommendation to City Council;
- (2) a review and action on the rezoning request and Preliminary (Stage I) PD Planned Development Site Plan by the City Council;
- (3) a review of the Final (Stage II) PD Planned Development Site Plan by the Planning Commission with a recommendation to City Council; and
- (4) a review and action on the Final (Stage II) PD Planned Development Site Plan by City Council.

The first step was completed on August 8, 2013. The Planning Commission held a public hearing and recommended that City Council approve the rezoning of the Parcel from R-2 to PD and approve the Preliminary (Stage I) Planned Development Site Plan for the development known as Knolls of South Lyon.

The second step was completed on October 14, 2013. City Council approved Ordinance No. 10-13 with conditions rezoning the property from R-2 to PD, and it approved the preliminary (Stage I) site plan for Knolls of South Lyon with conditions.

The third step was completed on July 30, 2014. The Planning Commission recommended that the Council approve the applicant's final (stage II) planned development site plan subject to the following conditions:

- Comply with all comments in Planning Consultant Avantini's review letter dated July 24, 2014.
- Amend the site plan to show sidewalks at the cul-de-sacs have a minimum four (4) foot setback for proper safety separation.
- Change all references in the plans and documents from Lyon Boulevard to Kestrel Court.
- Install the type of curbing specified by DPW/WWTP Superintendent Martin.
- Amend the site plan to include the large open space at the center of the development into Phase I.
- Present and get approval from the Planning Commission for any new home models and elevations.
- Obtain administrative review and approval of the Final PD Site Plan and all documents pertaining to the Knolls of South Lyon development.
- Amend the architectural controls to include the requirement that both sides and the back of each new home in the Knolls of South Lyon include more than one type of building material.
- Obtain administrative review and approval of the Planned Development Agreement, Master Deed and By-Laws.

The final and fourth step is for Council to review and take action on the proposed final (stage II) site plan for Knolls of South Lyon. Council is permitted to place conditions on the final site plan approval.

The Final (Stage II) Planned Development Site Plan of Knolls of South Lyon, contains, depicts, and shows the following:

- i. 88 detached single family site condominium units;
- ii. Minimum lot sizes of 7,200 square feet;
- iii. 18.06 acres for residential area;
- iv. 15.78 acres of open space, natural areas, including wetlands and preservation of mature stands of trees;
- v. 5.55 acres of proposed public roads;
- vi. A pedestrian trail system throughout the proposed development that allows residents and the public access to the natural features in the project and connects to the City's rail trail adjacent to the western boundary of the Property;
- vii. Access to the development via North Mill Street and through Kestrel Court which will be made a through road. The island in the existing cul de sac will remain;
- viii. Two phase development

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- a. Planning Commission minutes 8/8/13 regarding rezoning and preliminary (stage I) planned development site plan
- b. Council minutes 10/14/13 regarding rezoning and preliminary (stage I) planned development site plan
- c. Ordinance 10-13 Rezoning Property from R-1 to PD
- d. Proposed Final (Stage II) Site Plan

- e. Planning Commission Minutes of 7/30/14 recommending approval of the final (stage II) planned development site plan
- f. Carmine Avantini's 7/24/14 review letter
- g. Memo dated 8/15/14 from Fire Chief Kennedy addressing second access through Kestrel Court
- h. Letter from OWRC to Applicant's engineer, Bob Wanty, regarding stormwater issues
- i. HRC's 7/18/14 review letter
- j. Housing elevation drawings
- k. Proposed draft Planned Development Agreement between City of South Lyon and Oakland Forty Group, LLC regarding Knolls of South Lyon
- l. Master Deed
- m. Condominium By-Laws

POSSIBLE COURSES OF ACTION:

- Approve/deny/postpone proposed final (stage II) planned development site plan for Knolls of South Lyon
- Approve/deny/postpone proposed Planned Development Agreement between City of South Lyon and Oakland Forty Group, LLC regarding Knolls of South Lyon

RECOMMENDATION:

- Approve the proposed final (stage II) planned development site plan for Knolls of South Lyon subject to conditions as set forth in the suggested motion.
- Approve the proposed Planned Development Agreement between City of South Lyon and Oakland Forty Group, LLC regarding Knolls of South Lyon and authorize the Mayor and Clerk to execute subject to final approval by City Manager and City Attorney.

Alternatively, postpone the final (stage II) planned development site plan and Planned Development Agreement to a date certain to allow the Planned Development Agreement to be finalized between the parties.

SUGGESTED MOTIONS:

1. Motion to approve the final (stage II) planned development site plan for Knolls of South Lyon subject to the following conditions:
 - a. Final approval and execution of the Planned Development Agreement between City of South Lyon and Oakland Forty Group, LLC regarding Knolls of South Lyon
 - b. Development of residential dwelling consistent with the Elevation Drawings / Home Plans and the Planned Development Agreement
 - c. Comply with applicable City ordinances
 - d. Compliance with PC approval and conditions
 - e. Compliance with the reviews, reports, and requirements of other City departments, consultants, and other agencies as presented.
2. Motion to approve the Planned Development Agreement between the City of South Lyon and Oakland Forty Group, LLC subject to final review and approval by the City Manager and City Attorney



**City of South Lyon
Planning Commission**

August 8, 2013

The meeting was called to order at 7:00 p.m.

PRESENT: Chaundy, Chubb, Culbertson, Kurtzweil, Lanam,
Leimbach, Mosier, One Vacancy

ABSENT: Bradley

OTHERS PRESENT: Carmine Avantini (CIB, Planning Consultant)
Debbie Nogle, Administrative Assistant
Tim Wilhelm, City Attorney

APPROVAL OF AGENDA:

MOTION by Culbertson

SUPPORTED by Chaundy

RESOLVED, to approve the Agenda of August 8, 2013.

ALL AYES, MOTION CARRIED

APPROVAL OF MINUTES:

MOTION by Mosier

SUPPORTED by Leimbach

RESOLVED, to approve the Minutes of June 13, 2013 as amended.

ALL AYES, MOTION CARRIED

PUBLIC COMMENT

No Comment

NEW BUSINESS – Knolls of South Lyon

Carmine Avantini from CIB Planning explained that the applicant, Oakland 40, LLC., is requesting that the undeveloped site be rezoned from R-2, One Family Residential to PD, Planned Development. The requested would allow relief for certain lot sizes in exchange for preservation of usable open space. A letter from Progressive AE traffic consultants concluded the proposed access and internal street layout, along with secondary emergency access, will provide a fairly safe and efficient system for its end users. Avantini went on to describe the steps in the planned development rezoning and site plan review and approval process, and he summarized his review letter dated June 18, 2013, which included a recommendation for approval, conditioned upon the emergency access drive being 20 feet wide and constructed of reinforced, decorative stamped concrete.

Mr. Robert Wanty
Washtenaw County Engineering
3250 W. Liberty Street
Ann Arbor, MI

Mr. Wanty explained the acreage usage pertaining to the foot trails and open space. The wetlands will not be impacted, adding there were 1,500 trees surveyed and as many of the trees as possible will be saved during development. The lots proposed will be 7,200 sq ft. which are comparable to lots in the area. In general, the emergency accesses are used infrequently by emergency vehicles. Culbertson asked Wanty to confirm that the proposed development will consist of individual site condominiums and not multiple tenant homes. Wanty confirmed the proposed units would be detached condominium units. Leimbach questioned how the number of lots was determined. Wanty explained there was a parallel plan prepared using the existing R-2 zoning used to determine the number of lots.

Public meeting was opened at 7:35

Dennis Dobransky
729 Kestrel Court
South Lyon, MI 48178

Mr. Dobransky saw the developers marking trees which raised concern. He wrote an email to David Murphy, City Manager and copied the Police and Fire Chief. Dobransky built his home and is the original owner. Dobransky objects to the throughway and feels it will cause destruction to our cul-de-sac. Adler Homes advised that if the property were to be developed, the road would be between addresses 721-729 Eagle Heights Drive. Dobransky handed out a map and an aerial photograph of the Eagle Heights Subdivision. He urged the Commission not to do anything that will destroy the cul-de-sac.

Jeff Huey
721 Kestrel Court
South Lyon, MI 48178

Mr. Huey purchased his home on the cul-de-sac 10 years ago because it was a cul-de-sac so as not to worry about cars driving down the street; also it curves which makes it not made for a road. The original developer said the thoroughfare was on Eagle Heights, which is why he bought his house on the cul-de-sac for that reason. He does not agree with taking the cul-de-sac out.

Debbie Higgins
607 Kestrel Ridge Drive
South Lyon, MI 48178

Ms. Higgins has lived in the subdivision 21 years and feels the development is progress but said there is already enough traffic. Ms. Higgins explained that John from Adler Homes said that it would not be opened up. She is totally against it and hopes the commission makes the right decision.

Garin Anderson
713 Kestrel Court
South Lyon, MI 48178

Lots 68-69 were designed to be an access road and if it is opened up at the cul-de-sac then kids will be walking down the street leaving their garbage behind.

Tom Stoltz
704 Grand Court
South Lyon, MI 48178

Mr. Stoltz rides a bike everyday and witnesses people trying to turn left on Mill Street, and he is surprised someone has not been killed at the intersection. It is a total nightmare. Trucks turning left going into Sun Steel traffic will be sitting there forever. Plus the deer will be gone.

Kevin Trealout
643 Kestrel Ridge Drive
South Lyon, MI 48178

Commended the developer on saving the green space; a lot more there than anticipated. The distance would be 4-5 times farther than other access points they could use. Can't betray people who bought their homes on a cul-de-sac. They were told the access points would be Mill Street and Eagle Heights Drive. We were all told by your predecessors that it would be kept the way it is, please consider the southwest corner.

Douglas Forrester
753 Knollwood Circle
South Lyon, MI 48178

Asked if the berm across the street will remain so that there is a buffer?
Lanam stated the berm would remain and it is part of their association.

Brian Zaharia
770 Deerwood Court
South Lyon, MI 48178

Mr. Zaharia stated he is a longtime resident, and was also told Eagle Heights Drive would be the access to that property. We have people that drive down our street asking if we wanted to sell our homes because we have the trail and are close to downtown. There are also 20 Egrets sitting in the trees. Concerned with the amount of buffer space. We were also told that access point was at Eagle Heights Drive.

Mark Kemp
691 Grand Court
South Lyon, MI 48178

He was the third person to move into the subdivision, and the property was zoned industrial and then it changed. He bought his lot thinking Oakland Forty would be industrial and that nobody would build. He is disappointed it was rezoned residential. I feel the same way as many others on the cul-de-sac. He inquired about the price points for the homes.

Al Roth

705 Kestrel Court

South Lyon, MI 48178

He agrees with Dennis and what has been said so far. Back in March, going through marking the trees, will the trees be thinned out?

Lanam said the trees have been assessed to see which ones are healthy or diseased.

Garin Anderson

713 Kestrel Court

South Lyon, MI 48178

We knew eventually it would be built on and everyone here is in opposition to this plan. Many people here were told the cul-de-sac would not be used. If you take away our courts then our values will go down.

Lanam explained the City maps show they are stubs.

Kim Anderson

713 Kestrel Court

South Lyon

The court is a full circle with an island with trees and beautiful greenery. We were originally going to buy a house on Pepper Court but there but were told there was going to be homes built. We decided not to buy that house and bought the one on the cul-de-sac because we were told there would be no throughway.

Carol Stock

704 Grand Court

South Lyon, MI 48178

Sixth house in the subdivision and have been here many times for zoning. Why is it ok now to have one entrance when before it was not allowed? Hold true to the standards and why was it not allowed in the other subdivisions.

Public Comment Closed at 8:10

Paul Elkow appreciated the residents coming out. Elkow explained the court will only be used as an emergency access point and the gates will remain closed. Elkow wants to raise the values of homes in the area and this development would only have minimal impact. Elkow also discussed the price points of the homes.

Kurtzweil would like to look at an alternative to the cul-de-sacs option. We have not explored it and should look at other options, even if it means another road.

Culbertson explained the cul-de-sacs were stubs to be used for future development.

Chubb explained there has been a lot of work and discussion going on and there are a lot of people that care. This is better than what the developer can do without our permission; they could come in and put a road there without asking. Chubb will be conscious of the product and landscaping plans.

Kurtzweil would like to see more open space added to bring it up to 18 acres. Drop the number of houses from 89 to 86 to allow for more open space acreage. Would like to have more time to look at other options and not convinced about using the cul-de-sac as an emergency access.

Chaudy felt the plan was well thought out and they have done a good job. Best option for the cul-de-sac.

Culbertson explained he is in favor of the plan and has been discussing the site for 15 years and this is the best one that he has seen. Carmine and the developer have worked hard and Culbertson understands the frustration about having a cul-de-sac with an emergency entrance.

Mosier explained after 20 years, this is the best proposal for this property. The plan meets our ordinances and the developer is doing everything we are asking of him.

Leimbach stated this is a much better plan than what we could end up with. Leimbach likes the fact they saved so much open space. Leimbach would like to see them give up two lots 54-55, so someone could walk through the whole development. I can approve it if the two lots are given back so that we have inter-connecting open space.

Changing the plan at this stage would require a new plan and review by the Planning Commission. As a result, the majority of the Commission, City Planner and the City Attorney were not in favor of revising the plan by taking out lots 54-55.

MOTION by Mosier

SUPPORTED by Culbertson

RESOLVED to recommend to the City Council approval of the rezoning request from R-2 zoning district to PD planned development and the preliminary site plan for the "Knolls of South Lyon" dated August 8, 2013.

YES: 5

NO: 2

MOTION CARRIED

PUBLIC COMMENT

NONE

CITY PLANNER REPORT

Avantini would like the Master Plan to be on the next agenda. Leimbach would like to see the site at Lexington cleaned up. Avantini will consult with Lexington.

COMMENTS

NO COMMENTS

ADJOURNMENT

MOTION by Culbertson

SUPPORTED by Kurtzweil

RESOLVED that the meeting be adjourned.

ALL AYES, MOTION CARRIED

The meeting was adjourned at 9:36pm.

The next meeting will be Thursday, September 12, 2013

Scott Lanam, Chairman

Debbie Nogle, Administrative Assistant

Jerry Chaundy, Secretary

CITY OF SOUTH LYON
REGULAR CITY COUNCIL MEETING
October 14, 2013

Mayor Wallace called the meeting to order at 7:30 p.m.

Mayor Wallace led those present in the Pledge of Allegiance to the Flag

PRESENT: Mayor Wallace

Council Members: Kivell, Kopkowski, Kramer, Rzyzi, Wedell, Dixon
City Manager Murphy, City Attorney Wilhelm, Chief Kennedy,
Chief Collins, Department Head Martin and Deputy
Clerk/Treasurer Deaton

MINUTES

Councilman Kivell said his statement about the Chamber should state the Chamber added advertising for the movies in the park to their website calendar, not brochure.

CM 10-1-13 MOTION TO APPROVE MINUTES AS AMENDED

Motion by Kivell, supported by Kramer

Motion to approve minutes as amended

VOTE: **MOTION CARRIED UNANIMOUSLY**

MONTHLY BILLS

Discussion was held regarding the monthly bills

CM 10-2-13 MOTION TO APPROVE THE MONTHLY BILLS AS PRESENTED

Motion by Wedell, supported by Dixon

Motion to approve the monthly bills as presented

VOTE: **MOTION CARRIED UNANIMOUSLY**

AGENDA

City Manager Murphy stated he would like to add an item #8 for sale of assets

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CM 10-3-13 MOTION TO APPROVE THE AGENDA AS AMENDED

Motion by Wedell, supported by Kramer

Motion to approve the agenda as amended

VOTE:

MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

Tim McCurry of the Michigan Municipal Risk Management Authority stated he is here to present a check to the City for \$11,019.00. He said the MMRMA does not have stock holders, and all the members are owners, so when there is money to be given back, it goes to all the members. He said they gave back fourteen million dollars this year.

Carl Richards of 390 Lenox stated he has some general information for Council and the public. He said when the contractor opened the street in the middle of town the thickness of the street is different than it was. He also stated the Brico contractors are spending money in our town.

OLD BUSINESS

1. Knolls of South Lyon Second Reading

City Attorney Wilhelm stated at the last Council meeting, City Council approved the first reading of the rezoning of the Knolls of South Lyon. He further stated tonight Council will need to approve or not approve the second reading of the rezoning, and also the approval of the preliminary plan.

Councilman Kivell stated he spoke with Mr. Elkowe regarding the 25 foot setbacks in the front and 35 in the rear. He further stated Mr. Elkowe said the plan will be changed using the correct setbacks required by the City. Councilman Kivell stated as long as that happens, he doesn't have an issue with the plan. Discussion was held regarding the size of decks and setbacks in this development. He stated his only other concern is the plan given to Council does not have any dimensions on it. Councilman Kivell stated our planner Carmine Avantini confirmed that this would all be handled with engineering and planning. He further stated we need to set as many bench marks as possible to make sure our expectations can be fulfilled.

Councilmember Dixon stated she would like to hear the Chief's opinion on the second road access. Chief Collins stated as long as the road is open 24 hours a day, 7 days a week and it is a standard sized road that will satisfy the traffic and safety needs he has discussed at previous meetings. Discussion was held regarding the different options for the second access.

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Councilman Rzyzi asked if there was a traffic study done. Chief Collins stated there was not, and he is basing his guidance on the opinion of the Professional Traffic Engineer, of the Traffic Improvement Association of Michigan.

Councilmember Kopkowski asked when Council will be able to see the different elevations that will be built. Carmine Avantini stated this is a 2 step process. He stated if the preliminary plan is approved, the plans will go back to the Planning Commission, and the developer will have to provide more engineering information and when the Planning Commission is happy with the plans and it meets all the ordinance requirements, it will then be brought back to Council for final approval.

Councilman Kramer asked if the primary access is on N. Mill Street, and if there was a through street or an emergency access street, wouldn't we have an access point that would exit onto Martindale. Chief Collins stated there is twice as much traffic in the morning and afternoon and a stop sign will probably be used. Discussion was held regarding the need for a second entrance for the subdivision. Chief Kennedy stated he would like to reaffirm the need for the second entrance. The emergency access is the last worst option. He further stated from a fire service perspective, a full access road is needed. Councilman Kramer asked if there have been any changes since the plan dated June 7th 2013. City Attorney Wilhelm stated there has been a change, but the revision date was not changed. Councilman Kivell pointed out the new plans do not have any dimensions on them. A representative of Washtenaw Engineering stated there were some changes regarding the setbacks, and some dimensions have been added with a revision date of October 11, 2013. Discussion was held regarding some of the changes that will be needed when they start with the engineering. He further stated they will prepare the plans according to the City's ordinances, then it will be given to HRC, and they will be working with them closely. Discussion was held regarding the wetlands consultant and if the erosion permits from the State of Michigan should be needed.

Discussion was held regarding the two separate motions needed for this project to move forward.

Councilman Kramer stated he has been leaning toward an emergency access and stated he will be voting no on both motions because he knows of two subdivisions that had only once access point, and it worked okay. Councilman Wedell stated he originally agreed with Councilman Kramer regarding the emergency access, but he has driven through the area and now agrees with the majority of Council that the second full access is needed.

CM 10-4-13 MOTION TO APPROVE THE 2ND READING OF REZONING ORDINANCE NO 10-13 WITH CONDITIONS

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Motion by Kivell, supported by Wedell

I move that the Council approve the second reading of Ordinance No. 10-13 to amend the Official Zoning Map of the City of South Lyon rezoning the 39.39 acres of real property bearing tax parcel number 80-21-20-176-002 located at the north end of Mill Street and north of Kestrel Ridge Drive from the R-2 District (single family residential) to the PD District (planned development) based on the following findings and subject to the following conditions:

FINDINGS:

The rezoning and uses proposed by Applicant Oakland Forty Group, LLC and Contract Purchaser Paul Elkowe in the Preliminary (Stage I) Planned Development Site Plan of Knolls of South Lyon, May 2013, prepared by Washtenaw Engineering, Job No. 31064, File No. 9747, *[consisting of 7 sheets, and which was last revised October 11, 2013 – if this remains accurate]*, contains, depicts and shows the following:

- i. 89 detached condominium units;
- ii. Minimum lot sizes of 7,200 square feet;
- iii. 18.06 acres for residential use and development;
- iv. 15.78 acres of open space, including wetlands and preservation of stands of mature trees;
- v. 5.55 acres of proposed right of way within the proposed development;
- vi. A 20-foot buffer between the adjacent Eagle Heights Subdivision and the proposed development;
- vii. A paved pedestrian trail system throughout the proposed development that allows residents and the public access to the natural features in the development and connects to the City's rail trail adjacent to the western boundary of the Property;
- viii. A primary access road into the proposed development via North Mill Street;
AND
A secondary access point via a through road meeting City standards connected through Kestrel Court.

The rezoning and Preliminary (Stage I) Site Plan meet the standards contained in Section 102-382 of the Zoning Ordinance for the Planned Development district, and specifically:

(a) The rezoning and proposed development will have a beneficial effect, in terms of public health, safety, welfare or convenience on present and potential surrounding land uses which cannot be achieved under a single zoning district. The uses proposed will encourage a more efficient use of public utilities and services and lessen the burden on circulation systems, surrounding properties, and the environment.

(b) The proposed development is consistent with the City's anticipated master plan designation for the Property.

(c) The rezoning is warranted by the design and amenities incorporated in the Preliminary (Stage I) Site Plan.

(d) The usable open space provided for in the Preliminary (Stage I) Site Plan is greater than the total minimum usable open space required under the Property's existing R-2 zoning.

(e) The proposed development meets the City's off-street parking requirements.

(f) The proposed development provides adequate landscaping to ensure the proposed uses will be adequately buffered from adjacent uses.

(g) The proposed development provides adequate vehicular and pedestrian circulation and allows safe, convenient, uncongested and well-defined circulation within and to the Property.

(h) The proposed development reasonably protects and preserves natural and historical features on the Property by preserving open space, stands of mature trees, and wetland areas.

CONDITIONS:

The rezoning and proposed uses and development shall be subject to the following conditions imposed pursuant the City's Zoning Ordinance and applicable state law:

Sections 102-381 through 102-392 of the City of South Lyon Zoning Ordinance pertaining to the PD Planned Development zoning district, as amended.

Council approval of Preliminary (Stage I) Planned Development Site Plan of Knolls of South Lyon, May 2013, prepared by Washtenaw Engineering, Job No. 31064, File No. 9747, *[consisting of 7 sheets, and which was last revised October 11, 2013 – if this remains accurate]*.

City Council approval of a Final (Stage II) Site Plan for Knolls of South Lyon on the Property pursuant to the City's Zoning Ordinance.

Any and all conditions on the Council approvals relating to the Property, the rezoning of the Property, the proposed development, and the Preliminary (Stage I) and Final (Stage II) Planned Development Site Plans for Knolls of South Lyon, as reflected in the official minutes and documentation of such approvals.

All development, improvement and use of the Property being subject to and in conformity with the approved Preliminary (Stage I) and Final (Stage II) Planned Development Site Plans for the Property.

All applicable City Ordinances and design standards.

Submission of satisfactory proof of Applicant's ownership of and Contract Purchaser's interest in the Property, the sufficiency of which shall be determined by the City in its sole discretion.

A financial guarantee (e.g. letter of credit), satisfactory to the City in its sole discretion, to ensure completion of any and all site improvements contained, shown and depicted in the Preliminary (Stage I) and Final (Stage II) Planned Development Site Plans for the Property, specifically including those referenced in Section 102-388(1) of the City's Zoning Ordinance, which shall be provided to the City prior to the issuance of any permits for development.

A Recordation Affidavit recorded in the Oakland County Register of Deeds reflecting the rezoning of the Property and the conditions thereof, including the requirement that no development of the Property shall occur except in accordance with the approved Preliminary (Stage I) Site Plan and Final (Stage II) Site Plan, and or approved amendments thereto.

VOTE: MOTION CARRIED – 1 OPPOSED

CM 10-5-13 MOTION TO APPROVE THE PRELIMINARY PLANNED DEVELOPMENT FOR
KNOLLS OF SOUTH LYON WITH CONDITIONS

Motion by Kivell, supported by Wedell

I move that Council approve, with conditions, the Preliminary (Stage I) Planned Development Site Plan of Knolls of South Lyon, May 2013, prepared by Washtenaw Engineering, Job No. 31064, File No. 9747, [*consisting of 7 sheets, and which was last revised October 11, 2013 – if the remains accurate*], which contains, depicts and shows the following:

- i. 89 detached condominium units;
- ii. Minimum lot sizes of 7,200 square feet;
- iii. 18.06 acres for residential use and development;
- iv. 15.78 acres of open space, including wetlands and preservation of stands of mature trees;
- v. 5.55 acres of proposed right of way within the proposed development;
- vi. A 20-foot buffer between the adjacent Eagle Heights Subdivision and the proposed development;
- vii. A paved pedestrian trail system throughout the proposed development that allows residents and the public access to the natural features in the development and connects to the City's rail trail adjacent to the western boundary of the Property;
- viii. A primary access road into the proposed development via North Mill Street;
AND
A secondary access point via a through road meeting City standards connected through Kestrel Court.

And subject to the following conditions imposed pursuant to the City's Zoning Ordinance and applicable state law:

1. City of South Lyon Ordinance No. 10-13.

2. Council approval of a Final (Stage II) Site Plan for Knolls of South Lyon on the Property pursuant to the City's Zoning Ordinance.

3. Any and all conditions on the Council approvals relating to the Property, the rezoning of the Property, the proposed development, and the Preliminary (Stage I) and Final (Stage II) Planned Development Site Plans for Knolls of South Lyon, as reflected in the official minutes and documentation of such approvals.

4. Submission of a full and complete application for site plan review including all required supporting documentation.

5. Compliance with the procedural requirements of Sections 102-381 through 102-392 of the City's Zoning Ordinance pertaining to submission, review and approval of a Final (Stage II) Planned Development Site Plan.

6. Submission of the proposed master deed and any other documentation to be recorded with the register of deeds with respect to all matters subject to regulation by the city, including, without limitation, ongoing preservation and maintenance of drainage, retention, detention, woodlands, wetland, open space, pathways, other natural areas and common areas in the development for review and approval by the city's Planning Commission and legal counsel prior to recordation.

VOTE:

MOTION CARRIED – 1 OPPOSED

NEW BUSINESS

1. Winter Emergency parking Ordinance Amendment- First Reading

City Manager Murphy stated this was discussed at the last meeting changing the winter ordinance to a snow emergency ordinance. He further stated he is currently ordering new signs for the new ordinance. Mayor Wallace asked if the City will be responsible if any salt damages cars. Attorney Wilhelm stated there are already many provisions in our current language, and looking at other communities, they have tried to stream line this to accomplish what council is trying to accomplish. He further stated, you don't have to ticket or tow vehicles, the police can use discretion. Chief Collins stated they currently issue warning tickets before issuing parking violations. Councilman Kramer asked who will be calling the snow emergency, and can they do it whether it is snowing at 4 inches an hour or not. Department Head Martin stated the snow emergency can be called the day before based on the weather forecast. City Manager Murphy stated people will be notified by our digital sign, website, and we will notify the local news channels, as well as the local radio stations. Chief Collins stated the public can also be notified by Nixle.

CM 10-6-13 MOTION TO APPROVE ORDINANCE 90-1

Motion by Kramer, supported by Wedell

Motion to approve the First Reading of the proposed amendment to the City Code of Ordinances Section 90-1

VOTE: MOTION CARRIED UNANIMOUSLY

2. Resolution for Lake Street Road Project

City Manager Murphy stated he is asking Council to give him authority to sign contracts with MDOT as well as change orders regarding the Lake Street Improvement project.

CM 10-7-13 MOTION TO APPROVE RESOLUTION FOR LAKE STREET IMPROVEMENT PROJECT

Motion by Kopkowski, supported by Kivell

Motion to designate David Murphy, the City Manager as the authorized project Representative for the Lake Street Road Improvement Project for the City of South Lyon

VOTE: MOTION CARRIED UNANIMOUSLY

3. Trick or Treat Hours

City Manager Murphy stated he is asking Council to set the Trick or Treating hours for the City of South Lyon from 6:00p.m. to 8:00p.m. Mayor Wallace stated he feels one hour is enough, therefore he will be voting no on this motion.

CM 10-8-13 MOTION TO APPROVE TRICK OR TREATING HOURS

Motion by Kramer, supported by Rzyzi

Motion to set the hours of trick or treating from 6:00 p.m. to 8:00 p.m. on October 31st for Halloween.

VOTE: MOTION CARRIED UNANIMOUSLY

4. Donation of Burial Plot

City Attorney Wilhelm stated this is a donation of a burial plot from the Vibbert family. This was originally started by Margaret Vibbert, unfortunately she became ill and passed. Her son would like to continue with her intention of donating this grave back to the City of South Lyon.

CM 10-9-13 MOTION TO ACCEPT DONATION OF GRAVE PLOT

Motion by Kramer, supported by Kivell

Motion to accept the donation of Grave 1, Lot 33A, Block 3 to the City from the Vibbert family trust, with thanks and condolences to the Vibbert family.

VOTE:

MOTION CARRIED UNANIMOUSLY

5. Personnel Policy Revision

City Manager Murphy stated he has received a cost estimate from our attorney's office to revise our personnel policy. It has not been updated in many years. He further stated he would like Council to approve this. Councilman Rzyzi stated the cost is very high at \$130.00 an hour, and asked if this is something a paralegal could do? Councilman Kramer, City Attorney Wilhelm and Councilman Kivell stated no, it could not. Councilman Rzyzi asked if it could be less than 40 hours. City Attorney Wilhelm stated it could be less than 40 hours, but that is just an estimate. It depends on how much time is needed. Councilman Rzyzi stated he would like to minimize the time it will take. Councilmember Kopkowski asked if we should wait until the MERS and the union contracts are settled. City Attorney Wilhelm stated he thinks it makes sense for Council to approve this now, but it can wait until the MERS is settled. City Manager Murphy stated the union contracts take precedence over the personnel policy. Councilman Rzyzi stated he would like the motion to stipulate that it does not take longer than 40 hours. Councilman Kramer stated if you put a time limit on it, they may overlook some issues that are important.

CM 10-10-13 MOTION TO APPROVE AGREEMENT TO REVISE PERSONNEL POLICY

Motion by Kramer, supported by Wedell

Motion to approve the agreement with JRSJ for the review and update of the City Personnel Policy

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VOTE:

MOTION CARRIED UNANIMOUSLY

MANAGERS REPORT

City Manager Murphy stated the 24th is the Downtown Trick or Treating, and the Cool Yule is coming up and needs volunteers. He stated we had two trees that died in front of City Hall and the schools removed them, he has asked the Arts Commission to put a couple of statues in their place. He stated Debbie Nogle has resigned and the 24th is her last day. He further stated he needs to replace her, but with the MERS situation, he is asking Council if we should wait to hire someone. Discussion was held regarding the timeline in regards to getting the MERS information. City Manager Murphy stated there is a 4 week time frame for the actuary. Discussion was held regarding the need to hire a part time person or full time person to replace Debbie Nogle.

COUNCIL COMMENTS

Councilman Kivell stated he enjoyed Pumpkinfest and the weather was perfect and the attendance was more than they could handle and he is looking forward to next year. He further stated the water project moves on, but he is having some concerns because it has gone very well to date, but he is seeing some indications they are not as focused or as motivated as they were at the beginning of the project. He was hoping they would get the alley way completed, but that seems up in the air right now, hopefully it will be completed soon.

Councilmember Kopkowski stated she would like the scare crows to remain up until after the Downtown Trick or Treating event is over.

Councilman Kramer stated the next recreation center meeting is the 21st at 7:00 p.m. here at City Hall. He further stated he attended Pumpkinfest and he is aware of the issues with the Beer tent at Pumpkinfest and the committee is looking into it.

Mayor Wallace stated the Pumpkinfest Committee does a great job every year. They have made every effort possible to make Pumpkinfest a successful event and he would like to publicly thank everyone involved. Mayor Wallace asked when the 35-40 holes on S Lafayette will be fixed. He further stated there are many areas with holes along Pontiac Trail and many other residential streets, but they will all be repaired. City Manager Murphy stated he is getting cost estimates for having that paved, but it will be repaired to RCOC standards.

6. Closed session in accordance with the Open Meetings Act Section 8c for

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the purpose of collective bargaining negotiations/strategy.

CM 10-11-13 MOTION TO ADJOURN INTO CLOSED SESSION

Motion by Kivell, supported by Kramer

Motion to adjourn to enter into closed session, pursuant to MCL 15.268 (c) to discuss strategy and negotiations connected with collective bargaining agreements between the City and its several bargaining units at 9:35 p.m.

ROLL CALL VOTE: MOTION CARRIED UNANIMOUSLY

Council reconvened the regular Council meeting at 10:05 p.m.

7. Agreement of Police Officers Labor Council (P.O.L.C.)

Discussion was held regarding the negotiations that took place with the City Manager, Pat Alzeltine, and the Police Officers Labor Council.

CM 10-11-13 MOTION TO ACCEPT (P.O.L.C.) CONTRACT

Motion by Kramer, supported by Kivell

Motion to accept the Proposed Agreement with the Police Officers Labor Council beginning on October 15, 2013 with an ending date of June 30th, 2016.

VOTE: MOTION CARRIED UNANIMOUSLY

8. Sale of Assets

Chief Collins stated our mechanic told us to expect to receive between \$250.00 and \$500.00 for the 2003 Dodge Intrepid, but they have a serious bid for \$1,500.00 so he is asking Council to accept the sale of this car for the amount of \$1,500.00

CM 10-12-13 MOTION TO ACCEPT SALE OF ASSETS

Motion by Kivell, supported by Dixon

Motion to approve the sale of for a 2003 Dodge Intrepid VIN 2B3HD46V04H663413 for the amount of \$1,500.00

VOTE: MOTION CARRIED UNANIMOUSLY

10/14/13

ADJOURNMENT

Motion by Kivell, supported Kopkowski

Motion to adjourn the meeting at 10:10 p.m.

VOTE: MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Tedd Wallace, Mayor

Lisa Deaton Clerk/Treasurer

10/14/13

2ND READING OF
REZONING ORDINANCE NO. 10-13 WITH CONDITIONS

I move that the Council approve the second reading of Ordinance No. 10-13 to amend the Official Zoning Map of the City of South Lyon rezoning the 39.39 acres of real property bearing tax parcel number 80-21-20-176-002 located at the north end of Mill Street and north of Kestrel Ridge Drive from the R-2 District (single family residential) to the PD District (planned development) based on the following findings and subject to the following conditions:

FINDINGS:

The rezoning and uses proposed by Applicant Oakland Forty Group, LLC and Contract Purchaser Paul Elkow in the Preliminary (Stage I) Planned Development Site Plan of Knolls of South Lyon, May 2013, prepared by Washtenaw Engineering, Job No. 31064, File No. 9747, *[consisting of 7 sheets, and which was last revised October 11, 2013 – if this remains accurate]*, contains, depicts and shows the following:

- i. 89 detached condominium units;
- ii. Minimum lot sizes of 7,200 square feet;
- iii. 18.06 acres for residential use and development;
- iv. 15.78 acres of open space, including wetlands and preservation of stands of mature trees;
- v. 5.55 acres of proposed right of way within the proposed development;
- vi. A 20-foot buffer between the adjacent Eagle Heights Subdivision and the proposed development;
- vii. A paved pedestrian trail system throughout the proposed development that allows residents and the public access to the natural features in the development and connects to the City's rail trail adjacent to the western boundary of the Property;
- viii. A primary access road into the proposed development via North Mill Street;
AND
A secondary access point via a through road meeting City standards connected through Kestrel Court.

The rezoning and Preliminary (Stage I) Site Plan meet the standards contained in Section 102-382 of the Zoning Ordinance for the Planned Development district, and specifically:

(a) The rezoning and proposed development will have a beneficial effect, in terms of public health, safety, welfare or convenience on present and potential surrounding land uses which cannot be achieved under a single zoning district. The uses proposed will encourage a more efficient use of public utilities and services and lessen the burden on circulation systems, surrounding properties, and the environment.

(b) The proposed development is consistent with the City's anticipated master plan designation for the Property.

(c) The rezoning is warranted by the design and amenities incorporated in the Preliminary (Stage I) Site Plan.

(d) The usable open space provided for in the Preliminary (Stage I) Site Plan is greater than the total minimum usable open space required under the Property's existing R-2 zoning.

(e) The proposed development meets the City's off-street parking requirements.

(f) The proposed development provides adequate landscaping to ensure the proposed uses will be adequately buffered from adjacent uses.

(g) The proposed development provides adequate vehicular and pedestrian circulation and allows safe, convenient, uncongested and well-defined circulation within and to the Property.

(h) The proposed development reasonably protects and preserves natural and historical features on the Property by preserving open space, stands of mature trees, and wetland areas.

CONDITIONS:

The rezoning and proposed uses and development shall be subject to the following conditions imposed pursuant the City's Zoning Ordinance and applicable state law:

1. Sections 102-381 through 102-392 of the City of South Lyon Zoning Ordinance pertaining to the PD Planned Development zoning district, as amended.

2. Council approval of Preliminary (Stage I) Planned Development Site Plan of Knolls of South Lyon, May 2013, prepared by Washtenaw Engineering, Job No. 31064, File No. 9747, *[consisting of 7 sheets, and which was last revised October 11, 2013 – if this remains accurate]*.

3. City Council approval of a Final (Stage II) Site Plan for Knolls of South Lyon on the Property pursuant to the City's Zoning Ordinance.

4. Any and all conditions on the Council approvals relating to the Property, the rezoning of the Property, the proposed development, and the Preliminary (Stage I) and Final (Stage II) Planned Development Site Plans for Knolls of South Lyon, as reflected in the official minutes and documentation of such approvals.

5. All development, improvement and use of the Property being subject to and in conformity with the approved Preliminary (Stage I) and Final (Stage II) Planned Development Site Plans for the Property.

6. All applicable City Ordinances and design standards.

7. Submission of satisfactory proof of Applicant's ownership of and Contract Purchaser's interest in the Property, the sufficiency of which shall be determined by the City in its sole discretion.

8. A financial guarantee (e.g. letter of credit), satisfactory to the City in its sole discretion, to ensure completion of any and all site improvements contained, shown and depicted in the Preliminary (Stage I) and Final (Stage II) Planned Development Site Plans for the Property, specifically including those referenced in Section 102-388(1) of the City's Zoning Ordinance, which shall be provided to the City prior to the issuance of any permits for development.

9. A Recordation Affidavit recorded in the Oakland County Register of Deeds reflecting the rezoning of the Property and the conditions thereof, including the requirement that no development of the Property shall occur except in accordance with the approved Preliminary (Stage I) Site Plan and Final (Stage II) Site Plan, and or approved amendments thereto.

**City of South Lyon
Planning Commission
Special Meeting Minutes
July 30, 2014**

The meeting was called to order by Lanam at 7:05 p.m.

PRESENT: Keith Bradley, Vice-Chairman
Jerry Chaundy, Secretary
Maggie Kurtzweil
Scott Lanam, Chairman
Steve Mosier
Carol Segal

ABSENT: Wayne Chubb (excused)
Frank Leimbach
Jason Rose (excused)

OTHERS PRESENT: Carmine Avantini, Planning Consultant
Timothy Wilhelm, City Attorney
Kristen Delaney, Director of Community & Economic Development

APPROVAL OF AGENDA:

Motion by Kurtzweil, second by Bradley to approve the agenda for July 30, 2014 as presented.

VOTE

MOTION CARRIED UNANIMOUSLY

APPROVAL OF MINUTES:

Lanam noted requested that since Commissioner Rose had a last minute emergency and had sent an e-mail to the Commission, that his absence be noted as "excused".

Lanam noted that seventh paragraph, page 2, the last sentence should contain the word "were" between "there" and "problems".

Lanam noted that the first paragraph, page 4, last sentence should reflect that the applicant's primary business is a towing company, not a repair shop, as stated.

Kurtzweil stated that the fifth paragraph, page 4, should reference a repair shop in Lyon Township, not a collision shop as stated.

Lanam noted that the first paragraph, page 5, should reflect a comment by the applicant that

auto body painting was done at Maaco and only undercoating was done on site.

Lanam noted that the fourth paragraph, page 5, should be corrected from "personal vehicle" to "business vehicle". In the following paragraph, "dealers license plate" should be corrected to "in-transit license plate".

The minutes were amended to reflect that change.

Motion by Lanam, second by Mosier

To approve the minutes for July 17, 2014 as amended.

VOTE

MOTION CARRIED UNANIMOUSLY

COMMENTS FROM THE PUBLIC

Carl Richards
390 Lennox

Richards noted that the number of building permits were up. He stated that the City will have a new employee doing code enforcement, as Phil Schultz is leaving. Richards stated that he thought that Alexander Center looked a lot better.

Lyle Dickson
417 S. Lafayette, Suite 112

Dickson stated that he was an attorney representing AA Towing. He would like to ask the Planning Commission to reconsider the special land use request that was denied at the July 17, 2014 Planning Commission meeting. He stated that he believes that there was evidence that was not presented by the applicant at that meeting. Dickson stated that he has been working with the applicant to understand the process for granting a special use, and to make recommendations on how the applicant can improve the appearance of the property. He stated that the applicant's eyes had been opened by the comments on his neighbors at the public hearing.

Dickson stated that the property owner purchased the building in 1983 and hasn't done much to improve the property in the last 30 years. Dickson stated that the applicant is currently repairing the surface of the lot and installing some landscaping.

Dickson stated that he would like to present three documents tonight: authorization from the property owners and documents from the register of deeds. He gave these documents to the recording secretary.

Dickson stated that there was some misunderstanding about what exactly the applicant wants to do at the property. Dickson stated that the applicant does not want to sell vehicles from the property. He will purchase vehicles at auction, store them off-site, transport them to the shop, fix them and then ship them overseas to buyers.

Commissioner Kurtzweil noted that it seemed like Dickson was trying to build a case. She asked exactly what his purpose was here today? Why is he presenting documents that the Planning Commission has not had a chance to review? Dickson responded that according to Robert's Rules of Order, he needed to come before the Planning Commission at the meeting directly following the July 17, 2014 to request that a Planning Commissioner make a motion to reconsider in the case of AA Towing's special land use request, or they could not bring the request back to the Planning Commission for another 365 days.

Planning Consultant Avantini stated that the 365 day rule in the ordinance would not apply to an application that was substantially different from the application that the Planning Commission denied. Avantini noted that he thought it was very important to include the neighbors who showed up for the last public hearing in the process, whatever action the Planning Commission decides to take, if any tonight.

Chairperson Lanam stated that he has been listening to Dickson's comments, but he does not see any substantial change in the request. Dickson replied that the biggest change was that the applicant was not going to be selling vehicles on site. Lanam stated that in his opinion, that was not a satisfactory change because the special use, if granted, will go with the building, not the business. Dickson stated that he just wanted to clarify what the applicant's plans for the site were.

Kurtzweil stated that she had made a call to the Secretary of State about the Class B License. She stated that the Secretary of State was extremely clear about the requirements for granting this license. It absolutely requires that the site has an office of not less than 680 SF, a minimum of 10 cars on site on display for sale, and 650 SF for customer parking. The State of Michigan will require that the applicant have vehicles for sale on site.

Dickson said he wasn't clear if the State of Michigan requires that there be 10 spaces available on site or that there must be 10 vehicles on display. Kurtzweil stated that as she understood it, it was 10 vehicles on display.

City Attorney Wilhelm stated that from his perspective, there are two issues in regards to AA Towing's special land use request. First, the City does not enforce the licensing requirements – that is up to the State of Michigan. Second, Dickson is correct that, per Robert's Rules of Order, the motion to reconsider needs to be made at tonight's meeting, if a Planning Commissioner wishes to make the motion. He noted that while the ordinance speaks of a 365 waiting period once a special land use request has been denied, he agrees with Avantini that a substantially different application or one that presents new evidence, could be treated by the Planning Commission as a new special land use request. He reviewed Sec. 102-66. (special land uses) of the ordinance.

Avantini stated that if the application wanted to submit a new special land use request, it would be reviewed administratively to determine if the changes are substantial enough to constitute a new application.

Dickson stated that he is just trying to help an area business be viable, and to improve the look of the downtown area.

Kurtzweil stated that she had been vocal about the condition of this property at the last meeting. She stated that in her opinion, the property is blighted.

Lanam asked if any Commissioners would like to make a motion. No motions were proposed.

OLD BUSINESS

1) Knolls of South Lyon

Avantini gave an overview of his letter dated July 24, 2014, a review of the revised final site PD site plan for the Knolls of South Lyon. He stated that the DEQ had requested changes to the site plan, and the plan before the Commission tonight reflects those changes. Avantini reviewed his letter and addressed several issues that are outstanding.

Point #1 in his letter addressed the overall layout of the development. Avantini stated that the layout is similar to the previous plan that came before the Commission. Notable changes include: the elimination of the wetland area behind lots #87 and #88. Lot #3 has been eliminated to accommodate a detention pond. As a result of the changes, the overall number of lots has been reduced from 89 to 88 units.

Point #4 in his letter addressed sidewalks in the development. Avantini noted that 5' sidewalks are provided throughout the development. The sidewalks at the cul-de-sacs are still located 2' from the curb, even though he has requested a minimum 4' setback for property safety separation. The Planning Commission needs to make a determination about the setback and give the developer direction.

Point #5 in his letter addressed the curbing throughout the development. Avantini stated that his recommendation was for the developer to install flat-faced, traditional curbing instead of mountable curbing.

Point #7 in his letter addressed housing elevations. Avantini stated that the submitted set of elevations have been found to be acceptable. The Commission needs to look at the design standards included in the PD Agreement and determine if the proposed wording is in accordance with the direction that the Commission gave to the applicant at the April 23, 2014 workshop. He noted that the Commission must also review the materials board and give the developer feedback on proposed materials.

Point #9 in his letter addressed landscaping in the development. He noted that some trees and wetland shrubs had been added to the landscape plan around the detention areas to soften the look of the areas and continue the desired natural appearance. He stated that the applicant has agreed to plant 2 street trees per unit, rather than leaving it to the property owner to do, as was originally proposed.

Point #10 in his letter addressed the street lights for the development. Avantini stated that he is recommending the use of a traditional street lights, with LED fixtures. He stated that final approval for the model to be installed can be approved administratively.

Lanam stated that he had questions about the cul-de-sac on Jennifer Court. Was the cul-de-sac necessary or was there another traffic calming measure that could be used instead? Avantini stated that he thought that was a requirement put into place by the Fire Department for safety access.

Wilhelm discussed the open space in the development. He stated that he would like to see greater controls put into the documents to protect the designated open space in the development. He noted that he is working with the applicant's attorney who has been out of town, but will return shortly.

Robert Wanty, P.E., Washtenaw Engineering
3526 W. Liberty, Ann Arbor

Wanty discussed his recent meeting with the DEQ, and the changes to the site plan that resulted from this meeting. He stated that there was more open space on this revised version of the site plan for the Knolls. He also referenced a stream crossing near Mill Street that the DEQ had requested be protected by a low retaining wall.

Wanty noted that he had met with HRC and DPW/WWTP Superintendent Bob Martin to discuss the lift station. The Knolls will no longer be share a lift station with the neighboring development to the north as first proposed. The Knolls will have its own lift station, built to the specifications of the City.

Wanty addressed the issue of the cul-de-sac that was brought up by Lanam. He stated that he did not care if it stayed in the plan or if it was changed, although he thought it could be a valuable traffic calming measure.

Wanty addressed the issue of curbing throughout the development stating that he preferred mountable curbing, but either mountable or traditional curbing would be fine with himself and the developer.

Kurtzweil asked about the retaining wall near Mill Street. She asked, what was the purpose of this? Wanty responded that he had walked the site with DEQ representatives, and that their Stream Biologist had requested the wall so that the streams will stay active, and not dry up.

There was a discussion about the drainage pipes that would be installed on the site and whether or not they would have grates on them. Wanty stated that installing grates on pipes smaller than 48" in diameter was unnecessary and would cause problems for the City when they eventually clog up. Lanam and Kurtzweil stated that they had concerns about safety. Wanty noted that since the pipe was approximately 60' long, you can see both ends. He stated that there was very little concern of children playing in or getting caught in these drainage

pipes.

Kurtzweil asked who would be responsible for maintaining the lift station? Wanty responded that the City will be responsible for maintaining the lift station.

Paul Elkow
26134 Cornell Dr, South Lyon, MI

Elkow stated that mountable curbs are preferable for this development. He stated that they make on street parking easier. He stated that the roads will be easier to drive on with mountable curbs because the roadway won't be as congested.

Elkow showed material boards to the Commission. There was a lengthy discussion about the minimum specs for homes in the development. Elkow noted that he was probably going to need more models of ranch homes than what he had initially presented. He stated that he sells a lot of ranch style homes.

Lanam had questions about how potential new models would be approved. Avantini stated that new models would be considered a minor amendment to the approved site plan and would have to go to the Planning Commission for approval.

There was further discussion on the pros and cons of each type of curbing. Avantini stated that he preferred traditional curbing because it discourages people from driving up on front laws and it is also a method to calm traffic.

Delaney stated that it would be advisable to get the opinion of the DPW/WWTP Superintendent Martin.

Kurtzweil stated that mountable curbs have been extremely during helpful during the snow emergencies of last winter. She stated that most new developments have mountable curbs. Lanam stated that there seem to be a consensus for mountable curbs, but he would like to leave the final decision to DPW/WWTP Superintendent Martin.

There was a discussion about building materials. Elkow stated that he found a requirement to have brick on the front and sides of the homes acceptable. Avantini stated that he thought having a mix of quality materials was more important, than simply requiring brick. Lanam stated that he did not want to see the sides of the home covered only in standard 4" vinyl siding because it does not look very good.

Elkow noted that they will be trying to upsell buyers, and encouraging the use of high-end architectural finishes. Kurtzweil stated that the Planning Commission has very high expectations for this development.

Elkow stated that from his perspective, it made the most sense to spend money on the front of the home, but that attention would also be paid to the sides and the back. Commissioner Mosier stated that he would like to see brick on the front of the homes, but thought that the rest

of the home should be left up to the buyer to decide. Commissioner Segal asked if any of the houses would not have brick on the exterior? Elkow responded that any houses that did not have brick, would have stone. Lanam brought up the issue of the minimum specs for homes in the development. Lanam suggested that at a minimum, homes should have brick to the base of the window on the first floor. Elkow asked about the back of the home, would that have brick too? Elkow stated that he would prefer not to have brick on the back, because he is trying to keep the homes affordable.

Lanam suggested, rather than the requirement for brick, what if the sides and back of the house had to be more than one material? Elkow stated that using more than one material on the back and sides of the homes was a good solution.

Lanam asked a question about some of the restrictions in the by-laws. Specifically, why were there restrictions on certain breeds of dogs? Elkow responded that his lawyer uses this language for the documents of most of his developments, and he would speak to him about that.

Kurtzweil stated that Elkow should speak to his lawyer about making sure that the homeowner's association could recover attorney fees for residents who are in breach of the rules.

Avantini brought up the issue of open space. He is concerned that if it's only addressed in the condominium documents, the open spaces could be vulnerable. He would prefer to see the protection of the open spaces incorporated into the PD agreement.

Wilhelm noted that protecting the open space was an issue of phasing. He stated that the large open space that is currently on the plan for Phase II could be protected by moving it to Phase I. He stated that an alternative would be to create a separate conservation easement to protect this part of the development. Wanty stated that he didn't understand the need for the easement, wasn't the site plan a guarantee that the open space would be preserved? Wilhelm stated that he would prefer it as an easement so the open space would be preserved in perpetuity. Kurtzweil agreed, stating that the site plan was not set in stone. She stated that if the developer declared bankruptcy and construction stopped for an extended period of time, the site plan would expire. Wilhelm stated that if the largest portion of open space was moved from Phase II to Phase I, there would not be a need for the separate conservation easement.

Lanam went over some of the points brought up in Avantini's review. Lanam stated that Avantini was recommending a traditional street lighting, with an LED fixture. Lanam stated that he would also like to see a traditional style street light. Avantini stated that he had some suggested makes and models that he could share with Elkow.

There was discussion about the cul-de-sac on Jennifer Court. Lanam asked if it was necessary. Avantini responded that it may have been a requirement of the DPW or Fire Department for safety access.

Kurtzweil asked Elkow if he planned on building spec homes? Elkow responded that he did not

plan on building spec homes, but would build models. Kurtzweil asked if the lots would be built sequentially or by demand of the buyers? Elkow responded that building would not be done sequentially.

Lanam invited members of the public to ask questions.

Gary Braun
594 Kestrel Ridge Drive

Braun asked if Lyon Boulevard would connect into the new development? Lanam responded that Kestrel Court, not Lyon, would be connected to the Knolls.

Braun asked if there would be a traffic study conducted to assess the increase in traffic and determine if the yield sign at Kestrel Court and Kestrel Ridge should be changed to a stop sign. Avantini stated that the police department could look at this issue and determine if a stop sign was needed.

MOTION TO RECOMMEND APPROVAL OF THE FINAL PD SITE PLAN FOR KNOLLS OF SOUTH LYON TO CITY COUNCIL BASED ON THE FOLLOWING CONDITIONS:

Motion by Bradley, second by Kurtzweil

To recommend approval of the Final PD Site Plan for Knolls of South Lyon based on the following conditions. The applicant must:

- Comply with all comments in Planning Consultant Avantini's review letter dated July 24, 2014.
- Amend the site plan to show sidewalks at the cul-de-sacs have a minimum four (4) foot setback for proper safety separation.
- Change all references in the plans and documents from Lyon Boulevard to Kestrel Court.
- Install the type of curbing specified by DPW/WWTP Superintendent Martin.
- Amend the site plan to include the large open space at the center of the development into Phase I.
- Present and get approval from the Planning Commission for any new home models and elevations.
- Obtain administrative review and approval of the Final PD Site Plan and all documents pertaining to the Knolls of South Lyon development.
- Amend the architectural controls to include the requirement that both sides and the back of each new home in the Knolls of South Lyon include more than one type of building material.
- Obtain administrative review and approval of the Planned Development Agreement, Master Deed and By-Laws.

VOTE

MOTION CARRIED UNANIMOUSLY

NEW BUSINESS

None.

PLANNING CONSULTANT REPORT

Avantini discussed the work remaining at Alexander Center. Grass restoration needs to be completed and it needs to be determined if the installed sprinkler system is functioning. Lanam noted that it appeared that the letter of credit on this development expires August 30, 2014. Avantini stated that he would follow up in person on these issues.

STAFF REPORT

Delaney gave an update on the review of the plans for a new parking lot at Immanuel Lutheran Church.

ADJOURNMENT

Motion by Bradley, second by Kurtzweil
To adjourn the meeting at 9:14 p.m.

Scott Lanam, Chairman

Kristen Delaney, Recording Secretary

Jerry Chaundy, Secretary



CIB PLANNING

July 24, 2014

Planning Commission
City of South Lyon
335 S. Warren Street
South Lyon, MI 48178

Attention: Kristen Delaney, Director of Community and Economic Development

Subject:	<i>Revised Final Site Plan Review – Knolls of South Lyon PD</i>
Description of Application:	The applicant is requesting final PD site plan approval to construct an 88 lot single-family residential development on a 40.13 acre parcel.
Site Location:	At the terminus of Mill Street, north of Krestrel Ridge Drive, south of Knollwood Circle, and west of Eagle Heights Drive.
Applicant:	Oakland 40 LLC 296 South Main Street South Lyon, MI 48170
Zoning:	PD, Planned Development District
Plans Dated:	7/8/14

Dear Commissioners:

We have reviewed the above *revised* Final PD Site Plan application for the Knolls of South Lyon single-family residential development. The subject property was rezoned from R-2, One-Family Residential to PD, Planned Development District by the City Council. A single-family residential development with 88 lots is proposed, meeting the use requirement in the R-2, One-Family zoning district. The minimum lot size of 7,200 square feet was allowed in exchange for the preservation of usable open space and natural features.

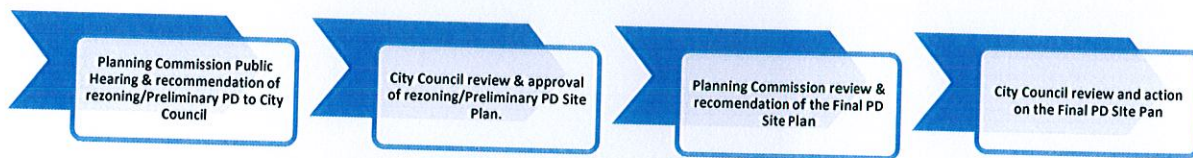
The applicants appeared before the Planning Commission in a workshop session on April 23, 2014 and obtained additional feedback regarding items such as storm water detention, grading and building elevations. Since that time the applicants also received feedback from MDEQ regarding wetlands on the site and have made changes accordingly. Based upon the results of MDEQ feedback, comments at the Planning Commission workshop, and our review of the revised application, zoning ordinance requirements, and city master plan, we offer the following comments for your consideration:

17195 Silver Parkway, #309
Fenton, MI 48430

Phone: 810-335-3800
Email: avantini@cibplanning.com

REVIEW PROCESS

A PD, Planned Development request involves a three-step process that includes: (1) a public hearing and review of the rezoning request/Preliminary PD Site Plan by the Planning Commission; (2) review and action by the City Council; (3) Planning Commission review and recommendation of the Final PD Site Plan to the City Council; and (4) review and action by the City Council. A Planned Development Agreement has been drafted by the City attorney, for review and acceptance by the applicant and City Council, to ensure protection of open space and other site elements. Since this is proposed to be a site condominium, condominium documents have also been prepared and will have to be reviewed and approved administratively.



REVIEW COMMENTS

Section 102-131(c) of the City of South Lyon Zoning Ordinance lists the submittal requirements for site plan review. Based on our review of the submission (including the attached condominium documents, the Final PD Site Plan, and building elevations) and the applicable ordinance requirements, we offer the following comments for your consideration:

1. **Overall Layout.** The overall layout of the development generally matches the approved Preliminary PD Site Plan, with the following exceptions:
 - a. Based upon feedback from MDEQ, the applicant has had to eliminate the wetland mitigation area previously shown behind lots #87 and #88. The original lot #3 has since been eliminated to accommodate the detention pond located primarily behind lots #1 and #2. This is a fairly steep pond and a retention wall and railing is proposed. As a result of these changes, the overall number of lots has been reduced from 89 to 88 units.
 - b. The depth and area of lots #1 and #2 have been reduced to accommodate relocation of the detention basin per MDEQ. They still meet the minimum dimensional requirements of the approved Preliminary PD Plan.
 - c. A road connection to Lyon Blvd. has been included, which was a condition of PD rezoning approval by City Council.
2. **Open Space.** The open space area shown on the site plan matches that on the Preliminary PD Site Plan, with approximately 10.78 acres of open space, excluding wetland areas. The area is heavily landscaped with a variety of deciduous trees; giving it the natural appearance requested by the Planning Commission.

3. **Lyon Blvd. Road Connection.** The road connection to Lyon Blvd. still indicates the presence of a cul-de-sac instead of an approximate 30' wide road surface. The applicant has requested that this remain as a roundabout, which will require review and approval of other City departments.
4. **Sidewalks.** Five (5) foot sidewalks are provided throughout the development. The sidewalks at the cul-de-sacs are still located two (2) feet from the curb and we have requested a minimum four (4) foot setback for proper safety separation. The Planning Commission will have to make a determination on this item
5. **Curbing.** We continue to recommend the use of flat-faced, traditional curbing instead of mountable curbing, since this will be a more urban neighborhood and this type curbing will be needed at the wetland crossing anyway.
6. **Project Phasing.** The Final PD Site Plan indicates that the project will be developed in two (2) phases. The application must indicate that the infrastructure for the first phase can be supported on its own. For example, temporary cul-de-sacs must be provided for all stubbed road connections.
7. **Housing Elevations.** A revised set of elevations were submitted and found acceptable to the Planning Commission at the workshop session. To ensure that the houses sold and constructed actually meet the intent of the submitted elevations, a set of design standards has been prepared and included in the PD Development Agreement. The Planning Commission must determine if the proposed guidelines meet the direction given to the applicant at the previous workshop session. As part of that discussion, the Commissioners must provide direction on materials considered acceptable and not acceptable, per the draft PD Development Agreement.
8. **Condominium Documents.** The condominium documents have been revised and must receive final approval from the City Attorney, Mr. Tim Wilhelm.
9. **Landscaping.** Section 102-387, General design standards, of the zoning ordinance states that "Signage, lighting, landscaping, building architecture and materials, and other features of the project, shall be designed to achieve an integrated and controlled development, consistent with the character of the community, surrounding development or developments, and natural features of the area." Based upon this PD design standard, the following comments apply to the submitted landscape plan:
 - a. Nine (9) canopy trees and native wetland shrubs have been provided for the detention basin behind lots #1 and #2 to soften the appearance.
 - b. Additional shrubs and wetland plantings have been provided around the top of detention basin #2 to give it a more natural appearance, per direction from the Planning Commission.
 - c. The applicant has agreed to plant two (2) street trees for each property, as requested by the Planning Commissioners at the workshop session.

- d. Open space preservation signs will need to be placed at strategic locations throughout the development to identify areas that are not to be disturbed.
10. **Street Lights.** The application indicates that street lights will be the South Lyon standard and that details will be provided as soon as they are available. We recommend the use of a light fixture with a traditional appearance, which can be reviewed and approved administratively if the Planning Commission so chooses.
11. **Entryway Sign.** An attractive development entryway sign with landscaping is proposed for the Mill Street entrance. Material samples for the brick and fencing must be submitted for administrative review and approval.
12. **Other Department and Agency Review.** Final PD Site plan approval must be conditioned upon review and approval from other applicable departments and agencies.

RECOMMENDATION

Based upon the above discussion, **we recommend that the Planning Commission recommend approval to City Council for the Final PD Site Plan for the Knolls of South Lyon development, conditioned upon the following:**

1. City review and approval of the roundabout at the Lyon Blvd. entrance;
2. That the sidewalks at the cul-de-sacs, currently set back two (2) feet from the curb, be set back a minimum of four (4) feet for proper safety separation;
3. The use of flat-faced, traditional curbing instead of mountable curbing;
4. That the infrastructure for the first phase be supported on its own;
5. The design standards being accepted by the Planning Commission and incorporated into the condominium documents and PD Development Agreement;
6. Open space preservation signs being placed at strategic locations throughout the development to identify areas that are not to be disturbed;
7. The submission of street light details, for administrative review and approval;
8. Submission of material samples for the entry sign being submitted for administrative review and approval.
9. Review and approval from other applicable departments and agencies.

If you have any further questions, please contact us at 810-335-3800.

Sincerely,

CIB PLANNING



Carmine P. Avantini, AICP



SOUTH LYON FIRE DEPARTMENT

217 Whipple Street, South Lyon, MI 48178
Phone: 248-437-2616 Fax: 248-437-3025
southlyonfire.com

MEMO

To: Lynne Ladner, City Manager
Timothy Wilhelm, City Attorney
Lloyd Collins, Police Chief
Kristen Delaney, Community Development

From: Mike Kennedy, Fire Chief

Date: August 15, 2014

Reference: Knolls of South Lyon Connection

I have reviewed the proposed connection for the Knolls of South Lyon on the north end of Kestrel Court. Given the existing layout, I have concern over fire department access on the existing portion of Kestrel Court. This access issue is only present if vehicles are parked on Kestrel Court leading up to and in the cul-de-sac. There are two potential resolutions, which I have outlined below. I have attached pictures that illustrate this issue.

Proposed Options to Prevent Restricted Access

I. Removal of the Island

The removal of the island would eliminate any potential issues. This would be my ideal course of action. Removing the island would allow for on street parking to remain.

II. Posted No Parking

If the island remains, I would strongly petition for "No Parking" signs to be posted leading up to and through the cul-de-sac. This signage would need to be in front of 720, 714, 721, and 729 Kestrel Court.



SOUTH LYON FIRE DEPARTMENT

217 Whipple Street, South Lyon, MI 48178
Phone: 248-437-2616 Fax: 248-437-3025
southlyonfire.com



(Above) This picture was taken facing south. The ladder truck is northbound. If a vehicle were legally parked along the curb, the ladder would not have northbound access. If vehicles are parked on the street, our apparatus lack the turning radius to proceed north.



(Above) This picture was taken facing north. The ladder truck is southbound. If a vehicle were legally parked along the curb, the ladder would not have southbound access. If vehicles are parked on the street, our apparatus lack the turning radius to proceed south.



Jim Nash

June 6, 2014

Mr. Robert Wanty, P.E., LEED AP
Washtenaw Engineering Co. Inc.
3526 W. Liberty Suite 400
Ann Arbor, Mi. 48106

Reference: **Submittal # 201301432**
Knolls of South Lyon
Part of Section 20, City of South Lyon

Dear Mr. Wanty,

Our review indicates that the proposed project has no direct involvement with any legally established County Drain under the jurisdiction of this office. Therefore, a storm drainage permit will not be required from this office. However, the project does lie within the South Lyon No. 1 Drainage District. It shall be the responsibility of the local municipality, in their review and approval of the site plan, to ensure compliance with their runoff and detention requirements.

Furthermore, permits, approvals or clearances from federal, state or local authorities, the public utilities and private property owners must be obtained as may be required.

Related earth disruption must conform to applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994. **An application will be required to be submitted to this office for the required soil erosion permit.**

If there are any questions regarding this matter, contact Joel Kohn at 248-858-5565.

Sincerely,

A handwritten signature in blue ink, appearing to read "Glenn R. Appel", is written over a horizontal line.

Glenn R. Appel., P.E.
Chief Engineer

c: City of South Lyon





PRINCIPALS

George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Peter T. Roth
Keith D. McCormack
Nancy M. D. Faught
Daniel W. Mitchell
Jesse B. VanDeCreek
Roland N. Alix

SENIOR ASSOCIATES

Gary J. Tressel
Kenneth A. Melchior
Randal L. Ford
William R. Davis
Dennis J. Benoit

ASSOCIATES

Jonathan E. Booth
Michael C. MacDonald
Marvin A. Olane
Robert F. DeFrain
Marshall J. Grazioli
Thomas D. LaCross
James F. Burton
Jane M. Graham
Donna M. Martin
Charles E. Hart

HUBBELL, ROTH & CLARK, INC.

OFFICE: 105 W. Grand River
Howell, MI 48843
PHONE: 517.552.9199
FAX: 517.552.6099
WEBSITE: www.hrc-engr.com
EMAIL: info@hrc-engr.com

July 18, 2014

City of South Lyon
335 South Warren
South Lyon, MI 48178

Attn: Mr. Scott Lanam, Chair
City of South Lyon Planning Commission

Re: Knolls of South Lyon
(Formerly Oakland 40)
Site Plan Review 6

HRC Job No. 20130044.02

Dear Mr. Lanam:

We have reviewed the revised preliminary site plan for the Knolls of South Lyon as prepared by Washtenaw Engineering Company, coversheet dated July 8, 2014. These plans have been revised per our May 22, 2014 review letter and comments from an MDEQ field inspection. Based on our review of the submitted Site Plan, we offer the following comments:

General

1. The ultimate outlet for storm water drainage from this site is the South Lyon Drain No. 1 which is under jurisdiction of the Water Resources Commissioner's (WRC) office. This drain has experienced significant downstream flooding in the past, including water overtop of Pontiac Trail and adjacent sidewalks, for which the City has previously prepared draft plans to help mitigate. The WRC has reviewed the plans and stated that a storm drainage permit from their office will not be required and defer review to the City for runoff and detention requirements. The need for future downstream improvements may still be needed.
2. Modifications to the existing Eagle Heights pump station are no longer proposed. A new pump station, located south of Lot 8 is proposed to service this development. This pump station will be required to be designed and constructed in accordance with City of South Lyon Standard Engineering Specifications.
3. A copy of the MDEQ permit or approval of the proposed improvements will need to be submitted to this office.

Recommendation


Subject to the above comments being addressed in the Final Site Plan, we have no objections to approval of the proposed Site Plan. This office must state that this review does not constitute nor imply final acceptance of any of the proposed utilities. This correspondence shall be considered partial and includes only items that could be identified by this office at the time of this review. Any additional items that may be witnessed during subsequent site visits, plan reviews or reported to this office will be forwarded under separate cover.

Mr. Scott Lanam, Chair
Knolls of South Lyon
July 18, 2014
HRC Job Number 20130044.02
Page 2 of 2

This office is available to discuss the particulars of this review with the Applicant or their engineer, at their request. If you have any questions or require any additional information, please contact the undersigned at 248.454.6532.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

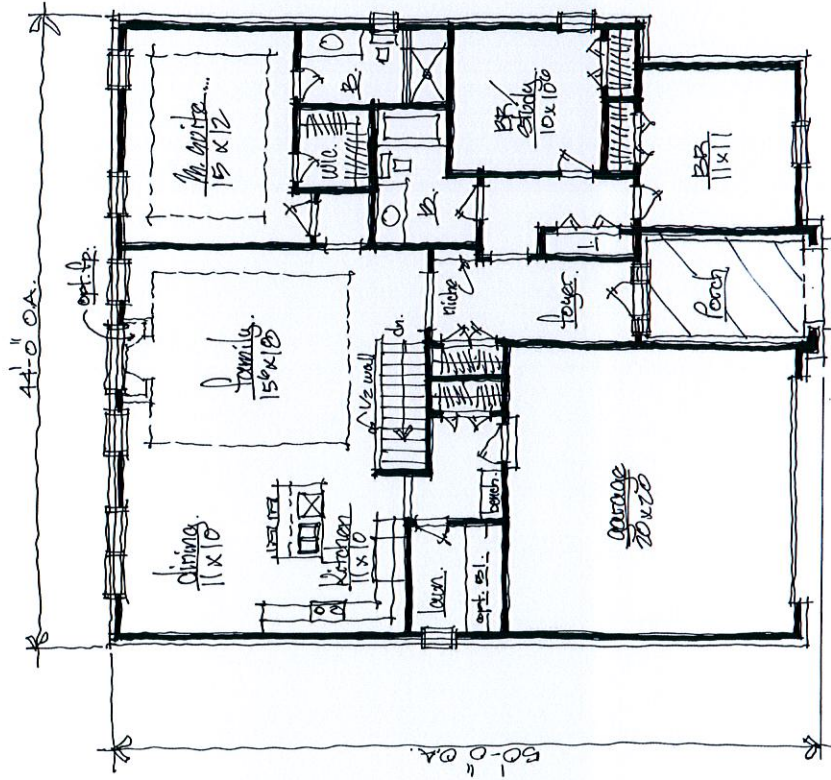

Michael P. Darga, P.E.

MPD/mpd

pc: City of South Lyon; L. Ladner, B. Martin
Washtenaw Eng; R. Wanty
HRC; J. VanDeCreek, J. Booth, File

Avery Plan

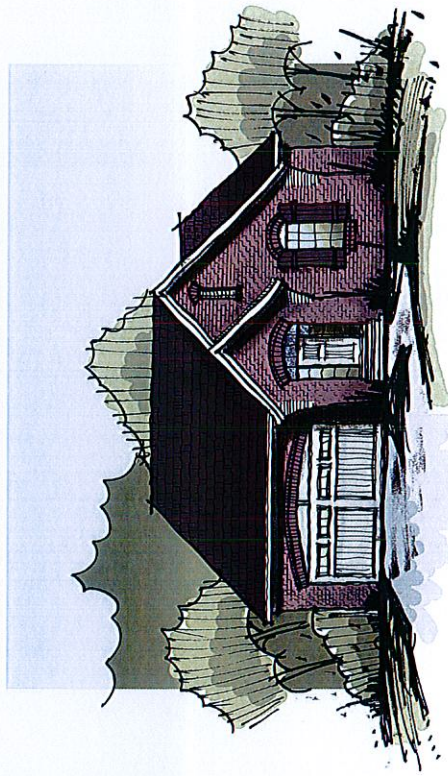
Knolls of South Lyon



FIRST FLOOR PLAN
TOTAL: 1550 SQ. FT.



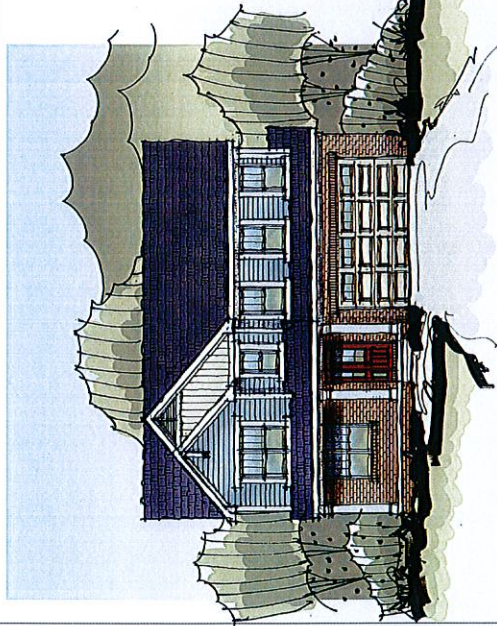
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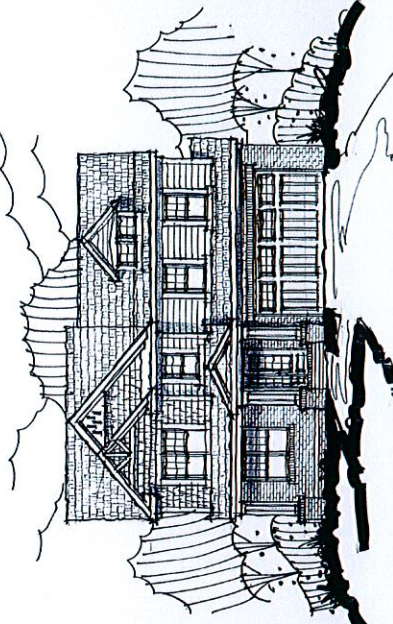
Elevation B

Carwell Plan

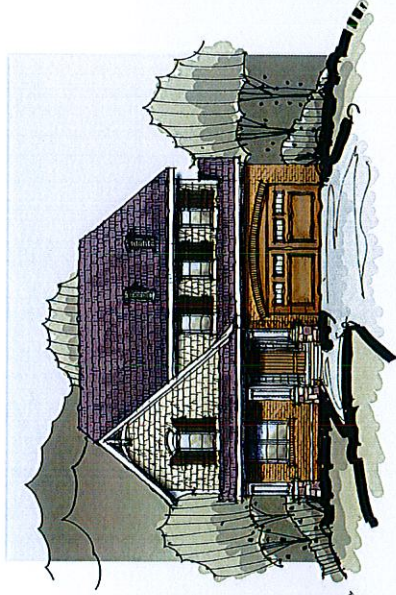
Knolls of South Lyon



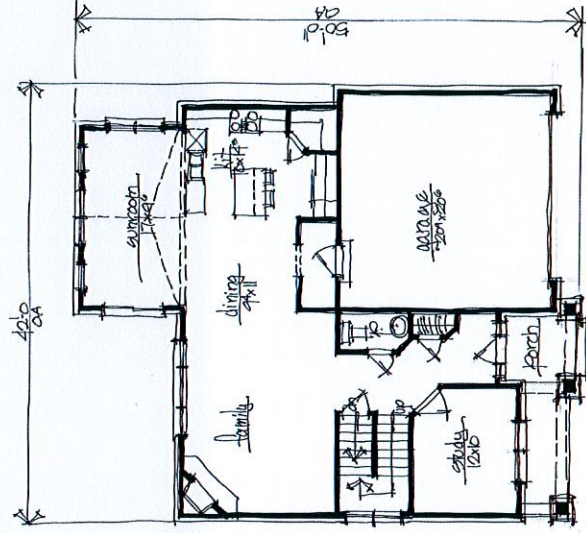
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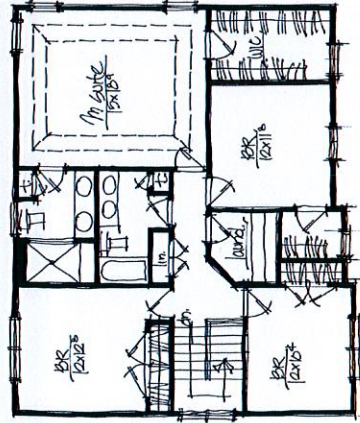
Elevation B



Elevation C



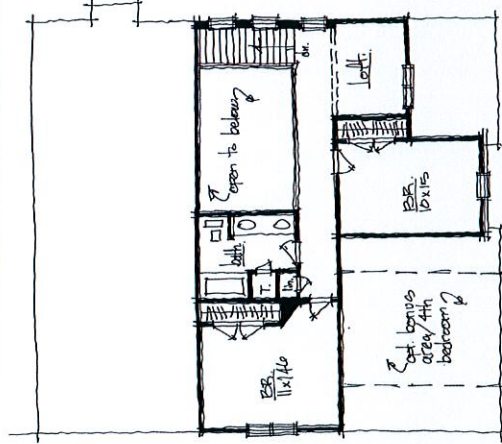
FIRST FLOOR PLAN
TOTAL: 2275 SQ. FT.



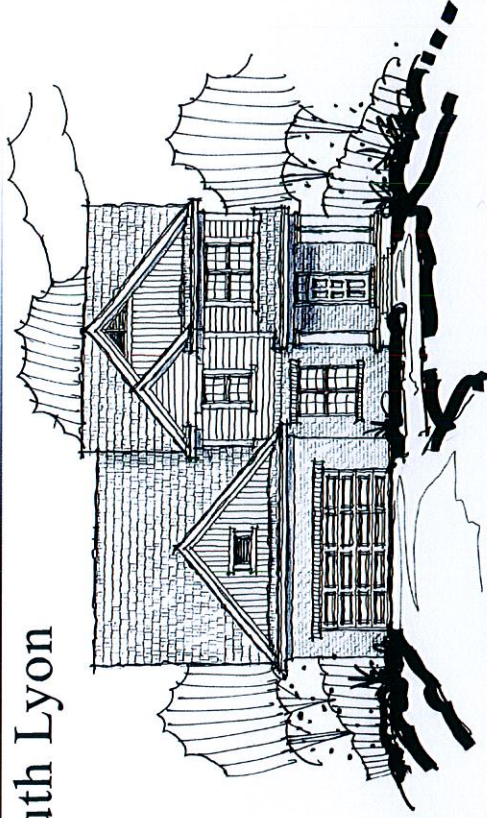
SECOND FLOOR PLAN

Harper Plan

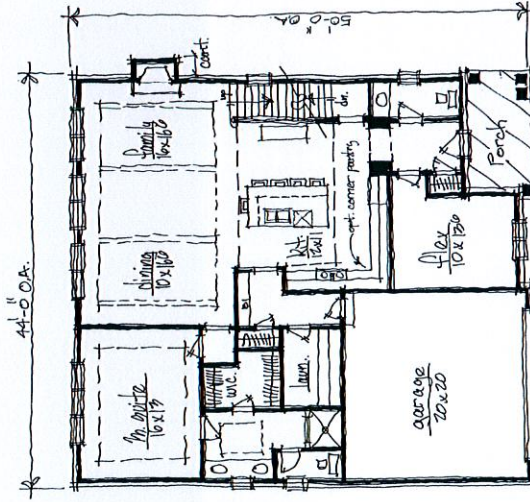
Knolls of South Lyon



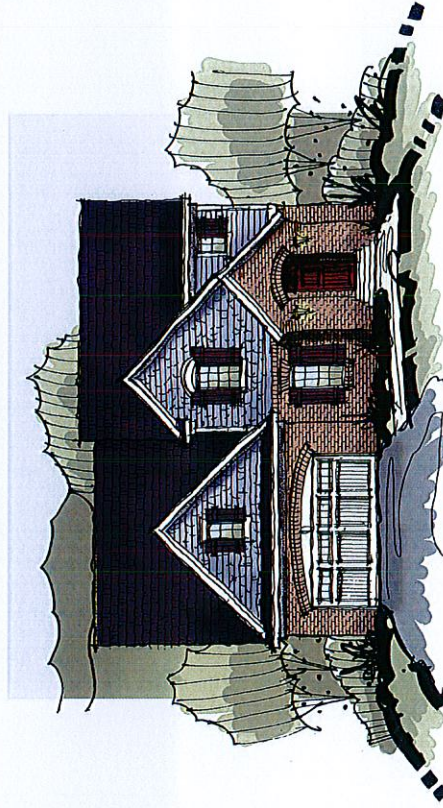
SECOND FLOOR PLAN



Elevation A



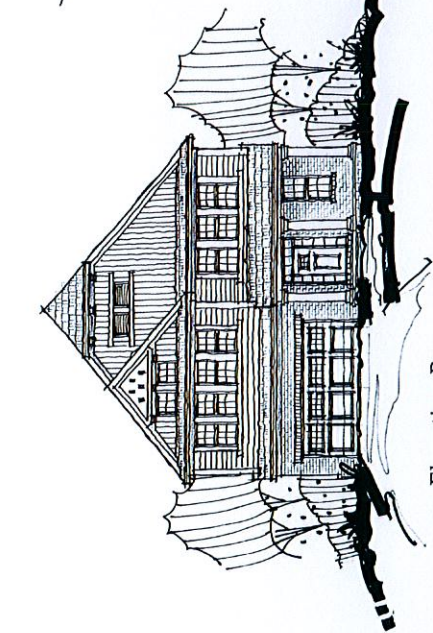
FIRST FLOOR PLAN
TOTAL: 2425 SQ. FT.



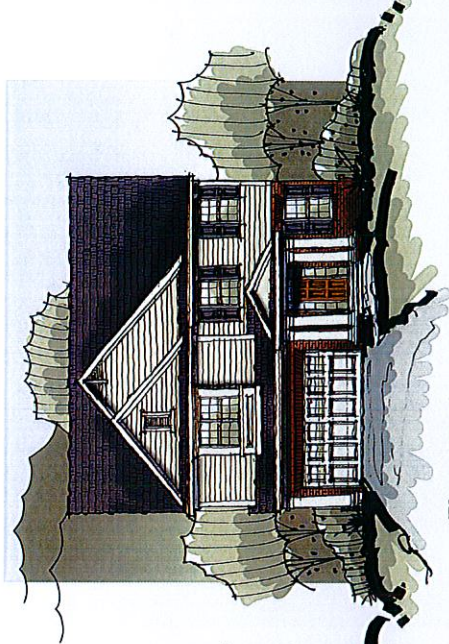
Elevation B

Essex Plan

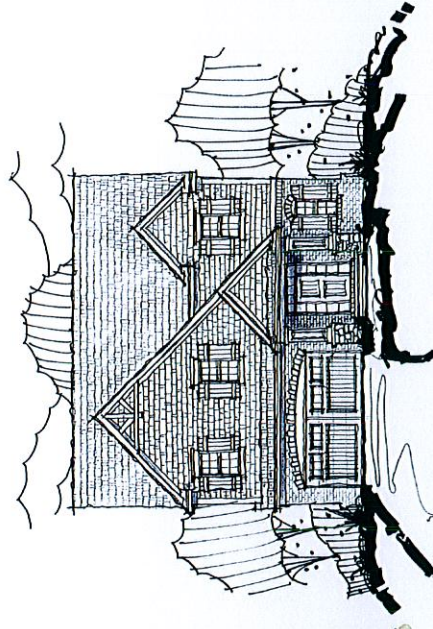
Knolls of South Lyon



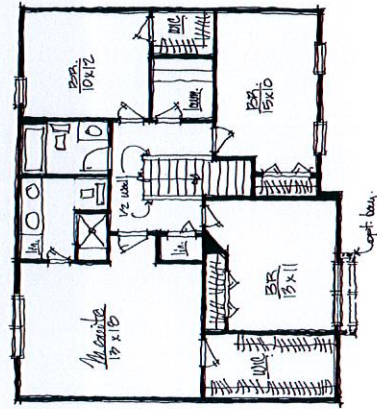
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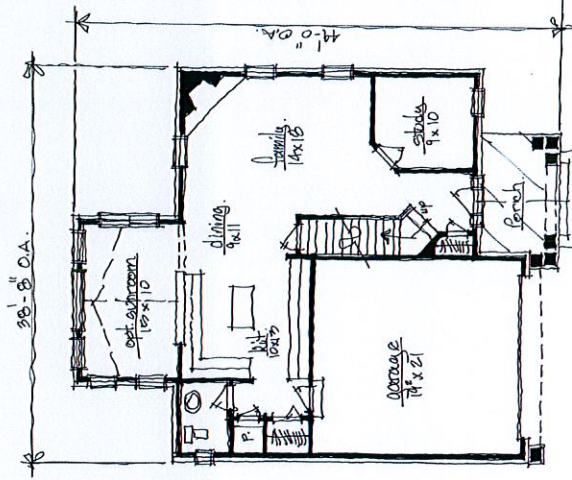
Elevation A



Elevation C



SECOND FLOOR PLAN



FIRST FLOOR PLAN
TOTAL: 2000 SQ. FT.



KNOLLS OF SOUTH LYON
PLANNED DEVELOPMENT AGREEMENT

Entered into between:

The City of South Lyon, a Michigan municipal corporation

and

Oakland Forty Group, LLC

Dated: _____, 2014

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KNOLLS OF SOUTH LYON

PLANNED DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ of _____, 2014, by and between the City of South Lyon ("City") a Michigan municipal corporation, whose address is 335 S. Warren Street, South Lyon, Michigan 48178, and Oakland 40 Group, LLC ("Developer"), whose address is 296 S. Main Street, Plymouth, Michigan 48170.

Developer: Oakland Forty Group, LLC

Project Engineer: Washtenaw Engineering

RECITALS:

A. This Planned Development Agreement covers a parcel of real property containing approximately 39.39± acres, located at the north end of North Mill Street and north of Kestrel Ridge Drive, in the City of South Lyon, more fully described on the attached **Exhibit A** (the "Property").

B. Developer is the fee owner of the Property and voluntarily proposed rezoning and development of the Property as residential Planned consisting of a 88 unit detached single-family residential site condominium to be known as Knolls of South Lyon. Developer is the developer and proprietor of the Knolls of South Lyon (the "Development").

C. Developer previously applied for approval of an amendment to the City of South Lyon's Zoning Ordinance rezoning the Property from R-2 District (Single Family Residential) to PD District (Planned Development).

D. As part of the Planned Development approval process, Developer has offered and agreed to make the improvements and to proceed with undertakings as described in the Development Documents (set forth in Section 3 below) which Developer and City agree are necessary and roughly proportional to the burden imposed in order to: (1) ensure that public services and facilities affected by the Development will be capable of accommodating increased service and facility loads caused by the Development, (2) protect the natural environment and conserve natural resources, (3) ensure compatibility with adjacent uses of land, (4) promote use of the Property in a socially and economically desirable manner, and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq and the City's ordinances.

E. The Development would provide the Developer with certain material development options not otherwise available under the R-2 zoning district and would be a distinct and material benefit and advantage to the Developer.

F. On August 8, 2013, the South Lyon Planning Commission recommended that the South Lyon City Council: i) approve the Developer's request to rezone the Property from R-2 (Single Family Residential) to PD (Planned Development); and ii) approve the Preliminary (Stage I) Site Plan for the Knolls of South Lyon development.

G. On October 14, 2013, the South Lyon City Council approved Ordinance No. 10-13 with conditions rezoning the Property from R-2, (Single Family Residential) to PD (Planned

Development) as reflected in the minutes of the meeting, and it approved the Preliminary (Stage I) Site Plan for the Knolls of South Lyon development with conditions as reflected in the minutes of the meeting.

H. As part of the Planned Development approval process, the Developer is required to obtain approval of the Final (Stage II) Site Plan for the Knolls of South Lyon development.

I. The City desires to ensure that the Property is developed and used in accordance with the Preliminary (Stage I) Site Plan and Final (Stage II) Site Plan and conditions thereon as approved by the City Council and applicable laws and regulations.

J. For the purpose of confirming the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Property as it is developed as Knolls of South Lyon, the Developer and the City desire to set forth the parties' obligations with respect to the Development, and the conditions under which the City will consider approving the Final (Stage II) Site Plan for the Development.

NOW, THEREFORE, as an integral part of the approval of the Development, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. SUMMARY DESCRIPTION OF THE DEVELOPMENT

The Development is a residential Planned Development consisting of no more than 88 detached site condominium units on the approximately 39.39± acres of real property located at the north end of N. Mills Street, and north of Kestral Ridge Road, in the City of South Lyon to be known as the Knolls of South Lyon.

2. GENERAL TERMS

A. Developer and the City acknowledge and represent that the foregoing recitals are true and accurate and binding upon the parties.

B. As provided for in Section 102, Article VI, Division 14 of the City of South Lyon Zoning Ordinance pertaining to the Planned Development Zoning District, specifically including but not limited to Section 102-384, the approvals of the Preliminary (Stage I) and Final (Stage II) Site Plans for the Development are integral to the rezoning of the Property to PD (Planned Development) and development of the Property.

C. The terms, provisions, and conditions of this Planned Development Agreement are and shall be deemed to be of benefit to the Property and shall run with and bind the Property and shall bind and inure to the benefit of the successors and assigns of the parties to this Planned Development Agreement.

D. The Planned Development zoning classification permits the Developer to develop the Property in phases, and the Developer agrees to develop the Property in accordance with the terms and conditions of this Planned Development Agreement and the approved Preliminary (Stage I) and Final (Stage II) Site Plans and any and all conditions placed thereon by City Council.

3. ADHERENCE TO REQUIREMENTS FOR DEVELOPMENT

Developer shall develop and improve the Property in full compliance with the following Development Documents ("Development Documents") and requirements:

- A. The City's Zoning Ordinance.
- B. The Final (Stage II) Site Plan for Knolls of South Lyon approved by City Council prepared by Washtenaw Engineering, Job No. 31064, File No. 9747, dated 5-15-13 and last revised 7-8-14 which include:
 - i. Sheet 1 - Cover Page
 - ii. Sheet 2 - Boundary & Topography Survey
 - iii. Sheet 3 – Tree Identification Chart
 - iv. Sheet 4 – Final Site Plan
 - v. Sheet 5 – Grading Plan South
 - vi. Sheet 6 – Grading Plan North
 - vii. Sheet 7 – Utility Plan South
 - viii. Sheet 8 – Utility Plan North
 - ix. Sheet 9 – Final Landscape Plan
 - x. Sheet 10 – Existing Storm Water Drainage Plan
 - xi. Sheet 11 – Proposed Storm Water Drainage Plan
 - xii. Sheet 12 – Details
 - xiii. Sheet 13 - Standard City of South Lyon Details
- C. The Home Plans and unit floor plans and elevation drawings prepared by TR Design Group, LLC for Knolls of South Lyon:
 - i. Avery Plan (including floor plans and elevations A and B);
 - ii. Carwell Plan (including floor plans and elevations A, B and C);
 - iii. Essex Plan (including floor plans and elevations A, B and C);
 - iv. Harper Plan (including floor plans and elevations A and B).
- D. Any and all conditions on the Final (Stage II) Site Plan approval by the South Lyon City Council pertaining to the Development and reflected in the official minutes of such meeting(s). Once the Final (Stage II) Site Plan for Knolls of South Lyon is approved, it and the

minutes of the South Lyon City Council meeting shall be attached to this Agreement as **Exhibits B and C.**

E. Any and all public or private easements contemplated by this Planned Development Agreement including without limitation utility easements, access easements, or conservation easements.

F. This Planned Development Agreement and conditions imposed herein.

G. The Condominium Master Deed and By-Laws as required by Section 13 hereunder applicable to the Property setting forth, *inter alia*, the long-term maintenance obligations related to the Property.

H. City of South Lyon Engineering Design Standards, and any other reasonable conditions which might be required by the City's Engineering Consultants.

I. Developer shall record an affidavit with the Oakland County Register of Deeds, prior to commencement of construction and prior to the sale or lease of any portion of the Property, that contains the legal description of the entire Development, specifying the date of Final (Stage II) Site Plan approval, and declaring that all future development of the Property, or any portion of it, has been authorized, restricted, and required to be carried out only in accordance with the Zoning Ordinance, the Development Documents, and this Planned Development Agreement. A copy of the recorded affidavit shall be immediately provided to the City.

J. Furthermore, all development and improvement of the Property, or any part of it, and all use of the Property shall be subject to and in accordance with all applicable City Ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable City Ordinances, the Development Documents, and federal and state laws for the respective components of the Development. To the extent that there are conflicts or discrepancies between respective provisions of the Development Documents, or between provisions of the Development Documents and City Ordinances, the Development Documents shall apply. In the event the Development Documents are silent on any matters otherwise covered by the Preliminary (Stage I) or Final (Stage II) Site Plans, or City Ordinances and Regulations, the Preliminary (Stage I) or Final (Stage II) Site Plans and City Ordinance and Regulations shall apply. It shall be the responsibility of the Developer to notify all future owners and/or lessees of the Property of the requirements contained in this Planned Development Agreement.

4. ADHERENCE TO ORDINANCES.

Developer shall, with respect to the Property, comply with the ordinances and regulations of the City in effect at the time of development of the Property, except where modified by, or as otherwise provided in, this Planned Development Agreement. Developer shall, with respect to the Property, fully comply with all engineering and other local, state and federal codes and regulations in effect at the time of development of the Property.

5. PERMITS AND AUTHORIZATION.

The City shall grant to Developer, and its contractors and subcontractors, all City permits and authorizations necessary to bring all utilities, including electricity, water, storm and sanitary sewer to the Property, and to otherwise develop, improve, use, and occupy the Property in accordance with the Final (Stage II) Site Plan, provided Developer has first made all requisite filings and submissions for permits, complied with the requirements for said permits, or authorizations and submittals, and paid all required fees. Any applications for permits or authorizations from the City will be processed in the customary manner.

6. WATER AND SANITARY SEWER SYSTEMS

A. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems. Such improvements shall be designed and constructed in accordance with the Final (Stage II) Site Plan, engineering plans, and all applicable city, state and county standards, codes, regulations, ordinances and laws.

B. The water and sanitary sewer service facilities, including the sanitary sewer pump station and any on-site and off-site facilities, extensions, and easements to reach the area to be served and improvements, shall be provided by and at the sole expense of Developer, and shall be completed, approved, and dedicated to the City to the extent necessary to fully service all proposed and existing facilities, improvements, structures, and uses within the Development to be served thereby, prior to the initiation of construction on any buildings or residential dwellings.

C. Developer shall assume all risks associated with any non-availability of water and/or sanitary sewers to serve the structures within the Development, including without limitation, uninhabitable buildings and fire protection risks. Developer shall release, indemnify and hold harmless the City from any and all claims arising by reason of any such non-availability.

D. The following must be submitted to the City for review and approval prior to consideration of a request to accept the dedication of water and/or sanitary sewer service facilities and improvements:

- i. Water main easement providing a minimum twenty-foot easement for water mains to be dedicated.
- ii. Sanitary sewer easement providing a minimum twenty-foot easement for the sanitary sewers to be dedicated.
- iii. Bill of sale for the utility improvements.
- iv. Waivers of liens from any parties involved in the installation of each utility to be dedicated.
- v. Contractor's sworn statements listing those parties and stating that all labor and material expenses incurred in connection with the subject utility improvements have been paid.

- vi. Maintenance and repair guarantee deposit equal to twenty-five percent (25%) of the cost of the construction of the utilities to be dedicated. The guarantee deposit must be in effect for a period of two (2) years from the date of the City's acceptance of the utility.
- vii. Warranty deed or other appropriate conveyance for any additional easement or right-of-way to be dedicated.
- viii. As-built drawings of the construction plans and drawings of the utilities.
- ix. Title policy (dated within ninety (90) days of acceptance) and other appropriate documents for the purpose of verifying that the parties signing the easement and bill of sale documents have the legal authority to do so. All parties in interest shown on the title policy (including mortgage holders) shall either sign the easement documents themselves or a subordination agreement.

E. Other documents required under the City Ordinances, regulations, and policies for the dedication of utilities or required by other governmental entities. Developer shall be charged the amount for sewer and water fees, metering fees, and charges as provided for in the City's Ordinances, resolutions, policies and Schedule of Fees in effect at the time of the request for sewer and/or water connection.

7. ROADS, DRIVES, AND SIDEWALKS

A. All roads, drives, and sidewalks shall be constructed by Developer in accordance with City Engineering Design Standards and all applicable City Ordinances, the Development Documents, and the Final (Stage II) Site Plan. Developer agrees all roads shall be concrete roads.

B. The roads have been designed and will be constructed with the intent of dedicating this common element to the City of South Lyon or such other governmental agency as shall have jurisdiction over them for public use. All roads shall remain common elements until dedication of same is accepted by the City of South Lyon or such other applicable agency.

C.

D. The following must be submitted to the City for review and approval prior to consideration of a request to accept the dedication of roads:

- i. Bill of sale for each street conveying the improvements to the City.
- ii. Contractor's sworn statement listing those parties and stating that all labor and material expenses incurred in connection with the subject road improvements have been paid.
- iii. Maintenance and repair guarantee deposit equal to twenty-five percent (25%) of the cost of the construction of the roads to be dedicated. The guarantee deposit must be in effect for a period of two (2) years from the date of the City's acceptance.

- iv. Other documents required under City Ordinances, regulations, standards, and policies or required by other governmental entities.

E. Sidewalks located within the dedicated road rights of way, shall subject to Sections 82-71 through 82-80 of the City of South Lyon Code of Ordinances, and pursuant thereto, the City shall have no obligation to maintain, repair, replace sidewalks in the Development, nor shall it have any obligation to clear snow and ice from sidewalks in the Development.

F. Developer shall provide a hard road surface during all times of construction to provide emergency vehicle access to the farthest point of all buildings under construction and a stone mud mat as required by the Soil Erosion and Sedimentation Control Program as administered by the Oakland County Water Resources Commissioner's Office. In the event the hard road surface cannot be commenced or completed due to the closure of asphalt plants during the winter months, Developer shall be permitted to proceed with construction upon installation of a temporary gravel or stone surface road capable of supporting fire and rescue apparatus, provided that the replacement of the temporary road by the hard surface road shall be completed within forty-five (45) days of the opening of the asphalt plants in the immediately following spring. Developer shall assume all risks of fire damage to any buildings resulting from the inability of any such gravel or stone access road to support fire and emergency apparatus.

G. All roads, drives, and sidewalks depicted on the Final (Stage II) Site Plan, and which are necessary to serve any building then under construction, shall be completed), and approved by the City, which approval may not be unreasonably withheld, prior to issuance of a certificate of occupancy for such building or structure. When construction has begun on any building or structure, Developer shall install a hard surface road, or a temporary gravel or stone surface road ("emergency access") capable of supporting ambulances, that will reach such building or structure under construction. In the event Developer fails to install the emergency access as required herein, the City may either: (1) use the Financial Assurance provided in Section 14 below to install the emergency access; or (2) issue a stop work order on the building permit. An extension of the time required to complete the road construction or paving may be granted by the City administration, in its sole discretion, in the event of circumstances beyond the control of the Developer, such as adverse weather conditions.

H. Prior to completion of the construction or paving of the roads and drives (except the top coat), Developer shall apply dust palliative to, and otherwise maintain, such areas as necessary to keep them in good repair and minimize problems for adjacent property owners and the motoring public at large. Developer shall also keep adjacent roadways free of debris and repair any damage to such roads caused by Developer's activities, subject to City requirements. If Developer fails to perform any of its maintenance or repair obligations, as required by this Section (subject to the normal wear and tear that will be present during construction), in addition to any enforcement authorization or remedy provided by law, the City may, and after first giving written notice to Developer of the deficiency and an opportunity to cure the same in the manner and within the time for cure provided in Section 12, issue Stop Work Orders and/or withhold issuance of further approvals, building permits and occupancy certificates until such failure is cured to the reasonable satisfaction of the City.

I. If Developer seeks City acceptance of roads in a phase of the Development before completion of all remaining phases, Developer agrees to maintain the roads, including curbs, gutters, sidewalks and other improvements located in the road right of way, and to

restore, repair, replace, or rebuild same if damaged during construction. The City may require Developer to provide the City with a site restoration guarantee in an amount determined by the City Manager to ensure Developer's obligations to maintain and restore the Property and improvements during construction.

8. LANDSCAPING, LIGHTING, SIGNS, AND SCREENING

A. The Development shall include a 20-foot landscaping buffer between it and the adjacent Eagle Heights Subdivision. All construction on the Property shall fully comply with the Development Documents and all applicable City and other ordinances and regulations that govern the landscaping, lighting, signs, fencing, screening and architectural and other standards applicable to the Development. Street lights will not be dedicated to the City, and Developer, Association, unit owners and residents shall be responsible for maintaining, repairing, replacing and operating the street lights at their sole expense.

B. The Developer and/or Association shall be responsible for constructing and maintaining the entrance sign to the Development. The City shall be responsible for traffic control and street signs pertaining to dedicated roads and rights of way.

9. MISCELLANEOUS PROVISIONS

All residential dwellings shall be constructed in accordance with and be consistent with the Home Plans, floor plans and elevation drawings for Knolls of South Lyon provided to and approved by the South Lyon City Council as part of the Final (Stage II) Site Plan. Additionally, residential dwellings constructed in the Development shall comply with the following regulations:

- A. All Home Plans shall offer at least one model or elevation with a front porch.
- B. Requirements. Residential dwellings shall be constructed with the following exterior materials and features as shown on the Home Plans and elevations: brick, stone, horizontal and vertical siding, shake shingles, columns, gables, finials, lintels, windows, bays, dormers, cornices, porches, porticos, hips, shutters, architectural garage doors with windows, etc.
- C. Exterior Materials. The following are prohibited as exterior materials for residential dwellings in the Development: aluminum siding, light gauge vinyl siding, poured concrete, concrete block, split face block, stucco, EIFS, Dryvit or other similar products. Hardy board or plank or other exterior concrete composite materials are permitted.
- D. The sides and rear of each residential dwelling shall have at least two (2) different exterior materials.
- E. Roof Shingles. Architectural (3 tab) roof shingles are required at a minimum.
- F. Exterior Colors. The exteriors of residential dwellings shall be of traditional or contemporary color combinations, and Developer and builders shall offer a minimum of nine (9) exterior color combinations.

G. Product Variety and Anti-Monotony Rule. The same Home Plan model or elevation (meaning the front façade of a residential dwelling) shall not be constructed or used for the residential dwelling immediately next to and on the same side of the road and most directly across the road from a residential dwelling.

H. Road Curbs. Developer shall install traditional straight barrier curb and gutter on the roads in the Development.

I. Changes and Alterations to Development Documents.

- i. Written requests from the Developer for minor changes or alterations to the Development Documents, including without limitation, the approved Final (Stage II) Planned Development Site Plan, may be approved administratively without the necessity of planning commission or city council action thereon if the City Manager, or her designee, certifies in writing that the proposed revision constitutes a minor change or alteration and does not alter the basic design or any specific conditions of the approved Final (Stage II) Planned Development Site Plan and Development Documents. Requests for major changes or alterations to the Development Documents that would alter the intent of or be inconsistent with the Development Documents or that might result in a major material change to the Development Documents shall be subject to review under Section 102-388(2) of the City's Zoning Ordinance. The City Manager shall determine, in her sole discretion, whether a requested change or alteration is minor or major.
- ii. Minor changes and alterations are slight changes, and the following are considered to be minor changes or alterations:
 - 1) Correcting errors;
 - 2) Adding or altering Home Plans, residential dwelling or model elevation drawings, or architectural features, building facades, exterior building materials;
 - 3) Changes in exterior residential dwelling colors;
 - 4) Slight changes to berms or landscaping, including plant species and materials;
 - 5) Adding or altering pedestrian circulation;
 - 6) Slight changes to site access or circulation;
 - 7) Changes requested by the city, county, or state for safety reasons.
- iii. Major changes or alterations are more significant in nature than minor changes and include, but are not limited to, changes in use, changes to the development layout, road layout, density, setbacks, open space configuration, minimum unit size and dimensions, residential dwelling height, dimensions or square footage.

10. STORMWATER DETENTION/RETENTION SYSTEM

A. Developer shall, at its sole expense, construct and maintain a storm water detention/retention system ("System") for the Development, which System shall include both on-site and off-site improvements as necessary, in accordance with the Development Documents, the approved Final (Stage II) Site Plan, and all applicable ordinances, laws, codes, standards and regulations. At a minimum, the System shall be designed in accordance with City standards or other applicable ordinances, codes, regulations, and standards.

B. The following must be submitted to the City for review and approval prior to consideration of a request to accept the dedication of storm sewers located in the road rights of way:

- i. Storm sewer easement providing a minimum twenty-foot easement for storm sewers to be dedicated.
- ii. Bill of sale for the utility improvements.
- iii. Waivers of liens from any parties involved in the installation of each utility to be dedicated.
- iv. Contractor's sworn statements listing those parties and stating that all labor and material expenses incurred in connection with the subject utility improvements have been paid.
- v. Maintenance and repair guarantee deposit equal to twenty-five percent (25%) of the cost of the construction of the utilities to be dedicated. The guarantee deposit must be in effect for a period of two (2) years from the date of the City's acceptance of the utility.
- vi. Warranty deed or other appropriate conveyance for any additional easement or right-of-way to be dedicated.
- vii. As-built drawings of the construction plans and drawings of the utilities.
- viii. Documents for the purpose of verifying that the parties signing the easement and bill of sale documents have the legal authority to do so.
- ix. Other documents required under the City Ordinances, regulations, and policies for the dedication of utilities or required by other governmental entities.

11. OPEN SPACE AND NATURAL FEATURES

The open spaces, natural features, and storm water basins shall be designed and landscaped to create open space areas and natural features that add to the overall aesthetics of

the Development, and provide active and passive recreational areas for the residents of the Development. For the purpose of ensuring long term preservation of open space and natural features within the Development, all of these areas shall be perpetually preserved as unimproved areas (other than improvements installed in accordance with the Final (Stage II) Site Plan, by way of provisions contained in the Condominium Master Deeds and Bylaws required under Section 13. See attached Exhibit D setting forth the open space and natural features that are general common elements. As part of such Condominium Master Deed and By-Laws there shall be provisions obligating Developer, the Association, and all future owners of the applicable portions of the Property or condominium units to maintain and preserve all of the Improvements, including open spaces, natural features, roads, drives, entranceways, pedestrian walkways (including a requirement for snow removal within twenty-four (24) hours of a storm event), screening walls, landscaping, lighting, signage, green belts, pedestrian walkways, storm water detention/retention system and related easements, in good working order and appearance at all times and in accordance with the Development Documents, the Final (Stage II) Site Plan, and this Planned Development Agreement.

12. MAINTENANCE OBLIGATIONS

The roads, water distribution system (including mains and curb stops and excluding leads from curb stop to units), sanitary sewer mains located within the Project have been constructed with a view toward dedicating these common elements for public use to the City of South Lyon or such other governmental agency as shall have jurisdiction over them, and the Developer has reserved the right to dedicate these common elements for public use. The Association shall have the authority to dedicate these common elements after the first annual meeting subject to the provisions of this Master Deed and the Bylaws and any applicable laws, ordinances, standards, policies or other requirements governing such dedication. Developer and/or Association shall be subject to the maintenance obligations in this Section 12 until the common element is dedicated to and accepted by the City of South Lyon or other applicable governmental agency with jurisdiction. Unless otherwise expressly provided for in this Planned Development Agreement or in the City's ordinances, regulations, standards, requirements or policies, the City's consideration of and acceptance of dedications of improvements or common elements in the Development shall be as and when determined by the City.

Provision for the continued maintenance of all road rights-of-way, driveways, sidewalks, open spaces, and natural features, landscape materials, signs, lighting, fencing, storm sewers, storm water detention/retention system, and other improvements (all collectively "Improvements") is of major importance to the continued success of the Development. To ensure the proper installation and continued repair/maintenance of the Improvements, the following standards are imposed, which shall be incorporated into the Condominium Master Deed and Bylaws as required in Section 13 below:

A. Developer Obligation to Construct Improvements. Developer shall be responsible for the construction of all Improvements in the Development as shown on and contained in the Final (Stage II) Site Plan, at no cost to the City, as provided in this Planned Development Agreement.

B. Creation of Association(s). One or more associations shall be established for the Development and/or its several components or phases (as hereinafter provided) to control and be responsible for the repair/maintenance of the Improvements, at no cost to the City, and to levy and collect assessments as necessary to pay the cost of such repair/maintenance. For

purposes of this Planned Development Agreement, the term "Association" shall refer to the multiple associations which may be created, and any reference to the obligations of the "Association" will mean the respective obligations of all the Associations that are formed. Developer, and the subsequent owners of the Development or any portion thereof, shall be members of the Association, which shall perform the responsibilities of the Developer hereunder.

C. Additional Obligations. Developer shall be responsible for the repair/maintenance of the Improvements in the Development at no cost to the City, until such time as the Association for that phase or component is formed and the appropriate Condominium Master Deed and Bylaws have been recorded, which set forth the rights, powers, privileges, responsibilities and duties so assigned and conveyed, and which makes the Association responsible for the repair/maintenance of the Improvements. At that time, the Association for that component shall become responsible for the same and the Developer shall no longer be so responsible.

- i. To the extent necessary to permit the City to perform any right granted to or obligation assumed by the City pursuant to this Planned Development Agreement, including without limitation the right to complete and/or maintain the Improvements in the event the Developer or the Association fails to do so as required by this Planned Development Agreement, Developer hereby grants and conveys to the City a right and easement over the common areas and open spaces of the Development and other elements necessary to provide for maintenance, operation and repair of Improvements, and Developer hereby covenants for itself, its successors, heirs and assigns, that the City shall have a continuing right to enter onto the Development and the Property for the foregoing purposes in connection with the Improvements incorporated into the Development. Developer shall provide individual easements in recordable form for each infrastructure component of the Improvements.
- ii. Developer dedicates and conveys to the City and to the owner of each unit within the Development a right and easement for use of the Improvements, and Developer hereby covenants for itself, its successors, heirs and assigns, the continued right to use the Property for the Improvements for this Development.
- iii. The Improvements, as constructed, shall not be altered in any material way without the prior approval and consent of the City, which approval and consent shall not be unreasonably withheld, and any other governmental agencies whose consent is required for such alteration.
- iv. Easements for the repair/maintenance of the Improvements are acknowledged and reserved. No structure, landscaping, planting, fill or other material shall be placed which may interfere with, impede, obstruct or change the direction of the water flow within the easements for the System, Development drainage areas, and utility easement areas, or which otherwise interferes with the use and maintenance of the Improvements, except to the extent any such structure, landscaping, planting, fill or other material is placed pursuant to the Final (Stage II)

Site Plan or any other plans approved by the City or other applicable governmental authority. The repair/maintenance of all of the aforementioned easement areas shall be the responsibility of and enforced by Developer until formation of the Association for the respective phase or component of the Development, at which time the Association for that phase or component shall be responsible for the same and the Developer shall no longer be so responsible; provided that neither the Developer nor the Association shall be responsible for the repair of any injury or damage to the easement areas caused by the City or its contractors.

- v. The cost of the repair/maintenance of the Improvements shall be borne proportionately by each unit owner within the Development, as if a special assessment district had been created, and such cost shall be collected and paid by the Association. The cost of repairing/maintaining the Improvements shall be prorated by the Association among the unit owners of the various components within the Development upon such basis as the Developer determines fairly reflects the relative burdens placed upon the Improvements by the various components of the Development, subject to review by the City. The Association shall bill the owners of said units at such times as the Association may find convenient and expedient in accordance with its governing documents.
- vi. In the event the City determines that the Improvements are not being properly repaired/maintained, the City shall serve written notice upon Developer, the property owners, or the Association(s), as appropriate, setting forth the manner in which they have failed to repair/maintain the Improvements, in reasonable condition and order. The notice shall include a demand that deficiencies in the repair/maintenance be cured within fifteen (15) days. If the deficiencies set forth in the notice are not cured within said fifteen (15) day period, the City may enter upon the Property to repair/maintain the Improvements, and assess the cost of such repair/maintenance, including any related administrative expense and attorney fees, to the owners of the units within the Development. The City will not take action to enter upon the Property and repair/maintain the Improvements if, within the fifteen (15) days following the City's notice, the Developer or the Association, as applicable, has taken appropriate steps to repair/maintain the Improvements, and thereafter diligently pursues completion of the required repair/maintenance work. In the event the City enters upon the Property to repair/maintain the Improvements in accordance with this section, the City may add to the actual cost of maintenance and repair a sum equal to twenty-five percent (25%) of the costs incurred by the City in completing the same to cover the costs of servicing this Planned Development Agreement. The City may require the payment of such monies prior to commencement of the work. In any event, all maintenance assessments shall be due and payable upon receipt by the Developer or the Association, as applicable, of a written invoice for the same from the City with appropriate supporting documentation. Any assessment not paid within thirty (30) days following the delivery of the

invoice shall bear interest at the rate of one and one-half percent (1 1/2%) per month until paid. If such costs and expenses have not been paid within thirty (30) days of a billing to the Developer or Association, as applicable, all unpaid amounts may be placed on the delinquent tax roll of the City, as to the applicable component of the Project, and shall accrue interest at the rate of one and one-half percent (1 1/2 %) per month and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. At the discretion of the City, such costs and expenses may also be collected by suit initiated against the Developer, the Association and/or future owners, as applicable, and in the event the City prevails in such suit, the Developer, Association and/or future owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit. The City shall also have the enforcement rights otherwise provided in applicable City Ordinances and the Development Documents.

vii. Should deficiencies in repair/maintenance of the Improvements be determined by the City to constitute an impending and immediate danger to the health, safety and welfare of the public, the City shall have the right to take immediate corrective action and summarily abate such danger. The City will make its best effort to communicate with the Developer or the Association, as applicable, by telephone at the number to be provided by the Developer and Association before taking such action, but the City will not be required to delay any action in the event of an impending and immediate danger if it is unable to make contact with the Developer or Association, in which event the City will provide notice of the action taken as soon as possible after the time of the action, and in any event no later than forty-eight (48) hours after taking such action. Should deficiencies in repair/maintenance of the Improvements be determined to be a public or private nuisance, the same shall be abated pursuant to City ordinances.

viii. Any repair/maintenance assessments imposed by the City shall be secured by a lien and encumbrance upon the Property with respect to which the assessment is made, and, if the assessments are not timely paid by the Developer, property owners, or the Association, as applicable, the liens may be enforced by the City in the same manner as enforcement of liens for delinquent sewer or water charges.

ix. In the event the Developer, property owners, or the Association, as applicable, fails to reimburse the City for the costs incurred by the City in maintaining the Improvements within the time provided in subparagraph (vii) above, the City shall have the right to defray any costs of repairing/maintaining the Improvements by establishing a special assessment district against any property benefited by the Improvements in accordance with the provision of authority under the Home Rule City Act, Act 279 of 1909, as amended, and Chapter 9 of the City Charter of the City of South Lyon, and Chapter 78 of the City of South Lyon Code of Ordinances. Developer agrees that it will not object to the creation of

any such special assessment district and will notify purchasers of property within the Development of the possibility of the establishment of a special assessment district pursuant to this Planned Development Agreement.

- x. The easements in favor of the City for the maintenance and repair of the Improvements provided for in this Section 12 shall continue in effect until such time as the City may determine that there is no further need for them.
- xi. The Developer, and later the Association, shall carry and maintain in full force and effect, with such company or companies as it shall select, commercial general liability insurance for bodily injury and property damage in relation to the Improvements with a minimum coverage of One Million (\$1,000,000.00) Dollars for each occurrence. Such policy shall name the City as an additional insured by an appropriate endorsement thereon. Proof of said insurance shall be provided annually to the City Clerk.

D. Maintenance Defined. For purposes of the maintenance obligations set forth in this Planned Development Agreement, the terms "maintenance", "maintain", and "maintained" shall mean and include, but not be limited to, regular inspections, grading and other earth moving, removing dirt, debris and other obstacles, repairing potholes and material cracks, adding new materials, providing for drainage, constructing any needed structure (e.g., without limitation to provide lateral support, curbing, drainage, etc.), graveling, sealing, resurfacing, maintenance and reconstruction, as needed, of all storm water conveyance systems that provide service to private properties, and such other actions as shall be necessary or expedient to provide structural integrity, unobstructed and safe vehicular and pedestrian passage, including necessary snow and ice removal, grass mowing and weed control, providing unobstructed drainage as necessary and required, and replacing in a prompt and timely manner any dead or diseased landscaping. Replacement of damaged or deteriorated sidewalks or walkways shall also be the responsibility of the abutting property owner and/or Association. Developer, Association, unit owners, and the individual residents shall remove snow in the residential area. Further, Developer, the Association, unit owners, and the residents, as applicable based upon the portion of the Development, shall maintain the area in the public road right-of-ways between back of the curb to the property line.

13. CONDOMINIUM MASTER DEED AND BYLAWS

Developer shall submit to the City a Condominium Master Deed and ByLaws ("Master Deed") applicable to the Property and Development. The Master Deed shall be subject to review by the City Attorney and approved by the City Council prior to recording. The Master Deed shall be fully executed and recorded prior to the issuance of any building permits. As part of such Master Deed, there shall be provisions obligating Developer, the Association and all future successor owners of the applicable portions of the Property to maintain and preserve all the Improvements, including road rights-of-way, driveways, sidewalks (including a requirement for snow removal within twenty-four (24) hours of a storm event), open spaces, natural features, open area amenities, wetland areas, pedestrian walkways, landscaping, greenbelts, buffer areas, setbacks, screening walls, signs, lighting, fencing, storm water detention/retention system and related easements, and any other private general common elements and other improvements for or within the Development in good working order and appearance at all times

and in accordance with the Development Documents and Section 12 this Planned Development Agreement. The Master Deed shall also contain reference to the actions which may be taken by the City pursuant to Section 12 in the event that the Improvements are not preserved, maintained or repaired. Additionally, the Master Deed shall identify and make reference to the Planned Development Agreement and the obligations imposed there under.

14. FINANCIAL ASSURANCE REQUIREMENTS

Developer shall not be required to provide financial assurance to ensure the completion of the roads, water supply system and sanitary sewer system for the particular phase being developed, but the roads, water supply system and sanitary sewer system for the particular phase must be completed, inspected, and approved by the City before any building permits will be issued for the construction of residential dwellings in that phase. But, prior to commencing construction of the Development, Developer shall deposit with the City Clerk or a financial institution acceptable to the City, cash, certified check, or an automatically renewing irrevocable letter of credit, whichever Developer elects, running to the City, to provide financial assurance (the "Financial Assurance") for the construction of the storm water detention/retention system, landscaping, sidewalks, street lights, paved pedestrian pathways, emergency access, and other common elements of the Project (referred to as "Common Improvements") as determined by the City's engineer. The Financial Assurance required shall be in the amount of One Hundred Fifty percent (150%) of the cost of construction of the Common Improvements, for the particular phase being developed as specified in a bonafide contract for construction, which estimate has been approved by the City's engineer. The Financial Assurance shall secure the completion of the Common Improvements. If and to the extent the Oakland County Water Resources Commissioner's Office, Road Commission for Oakland County, or other governmental entity having jurisdiction requires a bond or other security to secure the completion of any improvements, and to avoid imposing on Developer the obligation of bonding twice for the same improvement, the amount of the Financial Assurance required by this Agreement shall be reduced by the amount of the financial assurance required by the other governmental entity. The City will rebate to Developer as work progresses, and is approved by the City, amounts of any cash deposits, or reduce the irrevocable letter of credit, as may be applicable, equal to the ratio of the work completed on the Public Improvements. However, at no time shall the amount retained for any incomplete work total less than One Hundred Fifty percent (150%) of the value of the remaining work, as determined by the City's engineer.

Concurrently with approval by the City of any roads or other Public Improvements, a two (2) year maintenance and repair guarantee running from the date of final approval of the Public Improvements, as established by the City, or other Financial Assurance, running to the City equal to Twenty-Five percent (25%) of the construction costs for the Public and Common Improvements shall be posted by Developer. The maintenance and repair guarantee is to warrant the successful operation and maintenance of improvements, and guarantee the workmanship, materials, and design used in construction of the improvements on the Property and in the Development. Additionally, in accordance with the City's Engineering Design Standards, as-built plans certified by a licensed engineer, reviewed by the City's engineer, shall be submitted to the City.

Prior to any consideration of a request to accept dedication of a Common Improvement, Public Improvement, common element, road, the water system, the sanitary sewer system, or other similar improvement, Developer shall comply with any and all applicable City ordinances, engineering standards, policies, and regulations and shall provide as-built plans and drawings

and the required maintenance and guarantee bond in an amount determined by the City's Engineer.

If Developer requests permits to commence construction in a phase of the Development before completion of all remaining phases, Developer agrees to maintain the improvements, including water supply system, sanitary sewer system, stormwater system, roads, including curbs, gutters, sidewalks and other improvements located in the road right of way, and to restore, repair, replace, or rebuild same if damaged during construction. The City may require Developer to provide the City with a site restoration guarantee in an amount determined by the City Manager to ensure Developer's obligations to maintain and restore the Property and improvements during construction.

Notwithstanding the foregoing provisions prohibiting the issuance of building permits for residential dwellings until the Public Improvements, Common Improvements, common elements for the specific phase are completed, inspected, and approved by the City, the parties agree that a building permit may be issued for a model residential dwelling on Unit 88. Developer shall not be permitted to use the model and a certificate of occupancy for the model shall not be issued until the public improvements, common improvements, common elements for the specific phase are completed, inspected, and approved by the City.

15. INSURANCE REQUIREMENTS

Developer, or its contractors, shall not commence or continue work on any portion of the Development until they have obtained the insurance required under this section, and provided copies of the same to the City. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City.

A. Workers' Compensation Insurance: Developer, or its contractors, shall procure and maintain during the development, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance: Developer, or its contractors, shall procure and maintain during development Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage.

C. Motor Vehicle Liability: Developer, or its contractors, shall procure and maintain during the development Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles used on the Development, and all hired vehicles.

D. Additional Insured: Commercial General Liability Insurance, as described above, shall include an endorsement stating that the following shall be Additional Insureds: The City of South Lyon, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

Developer shall provide a copy of the certificate of insurance each year upon renewal. If any of the above coverage furnished by Developer or its contractors changes during each year of the term of this Planned Development Agreement, Developer, or its contractors, shall deliver new certificates to the City of South Lyon at least ten (10) days prior to the change date.

16. REIMBURSABLE COSTS

Developer shall reimburse the City for the following costs:

A. All legal, planning, engineering and other consulting fees, incurred in connection with the preparation of this Planned Development Agreement and any other agreements, including the Master Deed and Bylaws, required for the Development.

B. All legal, planning, engineering and other consulting fees incurred in connection with the review and approval of the application for rezoning and Planned Development site plan approval.

C. All legal, planning, engineering, and other consulting fees, along with applicable permit fees, which may be incurred throughout the construction of the Development as a result of any development inspections or actions taken to ensure compliance with the Development Documents.

D. All costs associated with the submission to the City and consideration of all plans and documents associated with the Development, including, but not limited to, site plans, landscaping plans, wetlands, building plans, engineering plans, as-built plans, permits, inspections, etc.

17. ACCESS TO PROPERTY

In all instances in which the City, pursuant to this Planned Development Agreement, utilizes the proceeds of a Financial Assurance given to secure completion or maintenance of Public Improvements, and at any time throughout the period of development and construction of any part of the Development, the City, its contractors, representatives, consultants and agents, shall be permitted, and are hereby granted authority, to enter upon all or any portion of the Property for the purpose of inspecting and or completing the respective Public Improvements, and for the purposes of inspecting for compliance with and enforcement of the Final (Stage II) Site Plan and this Planned Development Agreement.

18. OWNERSHIP AND/OR CONTROL OF PROPERTY

Developer has represented to the City that Developer owns the Property and is fully authorized and empowered to develop the Property in accordance with and pursuant to the Final (Stage II) Site Plan, this Planned Development Agreement, and all other document, agreements, dedications and recordings, and that Developer has sufficient interest in, or control over, the Property to enter into this Planned Development Agreement and bind the Property covered herein.

19. RESTRICTIONS AND CONDITIONS ON USE

The Property shall be developed and used for residential uses in accordance with the Planned Development (PD) zoning district in the City's Zoning Ordinance and the following conditions or restrictions:

- i. The Development shall consist of no more than 88 residential detached site condominium units as shown on Sheet 4 of the Final (Stage II) Site Plan;
- ii. Residential units shall be a minimum of 7,200 square feet in area;
- iii. The 15.78 acres of open space and natural areas, including wetlands and preservation of stands of mature trees as designated on the Final (Stage II) Site Plan shall be preserved as open space in perpetuity, see attached Exhibit D;
- iv. The Development shall contain an asphalt paved pedestrian trail system throughout the Development that allows residents and the public access to the natural features in the Development and connects to the City's rail trail adjacent to the western boundary of the Property;
- v. A second access point via a through road meeting City standards connected through Grand Court shall be provided. Developer has no obligation to alter or remove the island currently located in the Kestrel Court cul de sac.

20. VARIANCES/WAIVERS

Requests for dimensional variances or waivers as to Units shall be submitted to the Planning Commission for review and decision.

21. LIMITED APPEAL RIGHTS AND DEVELOPER ACKNOWLEDGMENT

Developer may appeal to the Oakland County Circuit Court from any interpretation of any term, condition or provision of this Planned Development Agreement, but such appeal shall be limited to a determination as to whether the City's interpretation of this Planned Development Agreement is significantly more burdensome and costly to Developer than would be justified by a fair and reasonable reading of the Planned Development Agreement. No appeal shall be available to relieve Developer or the City from any term, condition or provision of this Planned Development Agreement. Under no circumstances can any appeal provide for an award of monetary damages, including attorney fees or other fees or costs, against the City. No elected official, director, officer, agent, consultant or employee of the City shall be charged personally or held contractually liable by or to the other party under any term or provision of this Planned Development Agreement or because of any breach thereof, or because of its or their execution, approval or attempted execution of this Agreement. By execution of this Planned Development Agreement, Developer agrees that the conditions contained herein are fair, reasonable and equitable requirements and conditions; Developer agrees that this Planned Development Agreement does not violate the First Amendment or the Religious Land Use and Institutionalized Person's Act; Developer agrees that this Planned Development Agreement does

not constitute a taking of property for any purpose or a violation of any constitutional rights; and Developer agrees to be bound by each and every provision of this Planned Development Agreement. Furthermore, it is agreed that the Improvements and undertakings described herein are necessary and roughly proportional to the burden imposed, and are necessary in order to ensure that public services and facilities will be capable of accommodating the Development, and the increased service and facility loads caused by the Development; to protect the natural environment and conserve natural resources; to ensure compatibility with adjacent uses of land; to promote use of the Property in a socially and economically desirable manner; and to achieve other legitimate objectives authorized by law. It is further agreed and acknowledged that all the Improvements, both on-site and off-site, are clearly related to the burdens to be created by the Development, and all such improvements are clearly and substantially related to the City's legitimate interests in protecting the public health, safety and welfare.

22. MISCELLANEOUS

A. Binding Effect. This Planned Development Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. The rights and obligations contained in this Planned Development Agreement shall run with the Property.

B. Authority. This Planned Development Agreement has been duly authorized by all necessary action of Developer and the City. By the execution of this Planned Development Agreement, the parties each warrant that they have the authority to execute this Planned Development Agreement and bind the Property and their respective entities to its terms and conditions.

C. Final (Stage II) Site Plan Approval. Developer acknowledges that, at the time of the execution of this Planned Development Agreement, Developer has not yet obtained Final (Stage II) Site Plan approval. Developer acknowledges that the South Lyon City Council may impose additional conditions other than those contained in this Planned Development Agreement during Final (Stage II) Site Plan review and approval so long as those conditions are consistent with the approvals previously given and the intent of this Planned Development Agreement. Developer agrees that any additional conditions which may be attached to the approval of the Final (Stage II) Site Plan by the South Lyon City Council shall be incorporated into and made a part of this Planned Development Agreement, and shall be enforceable against Developer.

D. Other Governmental Approvals. It is understood that construction of some of the Improvements included in the Development will require the approval of other governmental agencies. Developer shall file applications for other governmental approvals required within thirty (30) days after receipt of Final (Stage II) Site Plan Approval for each of the phases. Developer shall then diligently pursue the application process to receive all necessary approvals from other governmental agencies required for construction of the Development.

E. Amendment. This Planned Development Agreement may only be amended pursuant to an instrument executed by the City and the Developer, its successors and/or assigns, or the Association, if applicable, after mutual consent of the parties.

F. Partial Invalidity. Invalidation of any of the provisions contained in this Planned Development Agreement, or of the application thereof to any person by judgment or court

order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

G. No Partnership. None of the terms or provisions of this Planned Development Agreement shall be deemed to create a partnership or joint venture between Developer and the City.

H. Incorporation of Documents. The recitals contained in this Planned Development Agreement, the introductory paragraph, and all exhibits attached to it and referred to herein shall for all purposes be deemed to be incorporated in and made a part of this Planned Development Agreement.

I. Cooperation. In the event that any third-party brings an action against either party regarding the validity or operation of this Planned Development Agreement, the parties shall cooperate with the other in good faith in any such litigation.

J. Integration Clause. This Planned Development Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless referenced in this Planned Development Agreement or embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein, other than additional conditions which may be attached to approval of the Final (Stage II) Site Plan.

K. No Third-Party Relationship. The parties intend that this Planned Development Agreement shall create no third-party beneficiary interest except for an assignment pursuant to this Planned Development Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Planned Development Agreement.

L. Recordation. A copy of this Planned Development Agreement shall be recorded within thirty (30) days of execution by the parties in the Oakland County Register of Deeds to provide further notice of the obligations contained herein. Developer shall pay the costs associated with recording this Agreement.

IN WITNESS WHEREOF, the parties have caused this Planned Development Agreement to be executed on the day and year recited above.

CITY OF SOUTH LYON,
a Michigan municipal corporation

By: _____
Tedd M. Wallace, its Mayor

By: _____
Lisa Deaton, its Clerk

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by Tedd M. Wallace, the Mayor of the City of South Lyon, and Lisa Deaton, the Clerk of the City of South Lyon, on behalf of the City of South Lyon, a Michigan municipal corporation, on the _____ day of _____, 2014.

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

Notary Public
Oakland County, Michigan
My Commission Expires: _____

OAKLAND FORTY GROUP, LLC

By: _____
Ronald Cook, its Managing Member

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by
_____ the _____ for Oakland Forty Group, LLC, on
the _____ day of _____, 2014.

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

Notary Public
Oakland County, Michigan

My Commission Expires: _____

Drafted by:

Timothy S. Wilhelm, Esq.
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
South Lyon, MI 48331-3550

After Recording Return to:

Lisa Deaton, Clerk
City of South Lyon
335 S. Warren Street
South Lyon, MI 48178

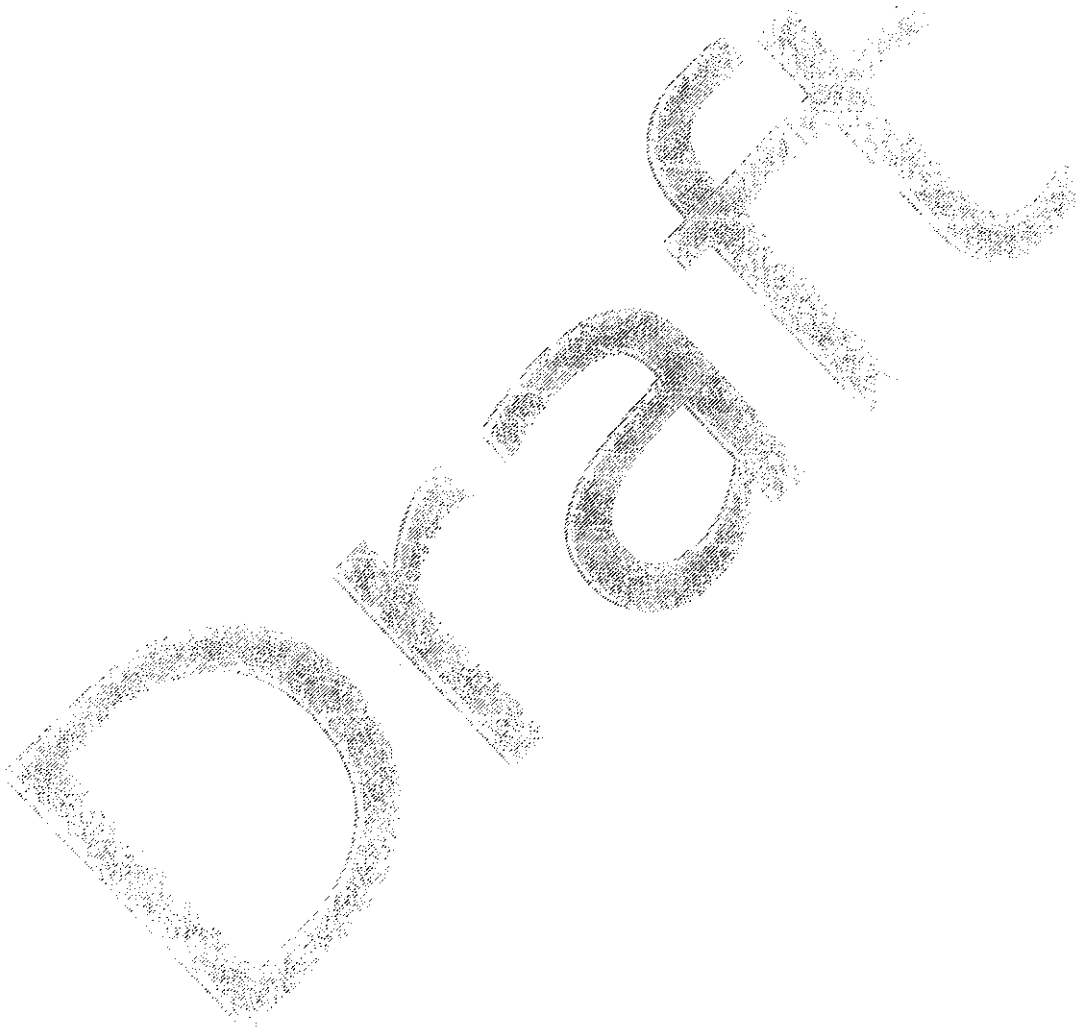
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DRAFT

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Draft

EXHIBIT B
APPROVED FINAL (STAGE II) SITE PLAN



MASTER DEED

DRAFT: October 9, 2014

KNOLLS OF SOUTH LYON

(Act 59, Public Acts of 1978, As Amended)

THIS MASTER DEED is made and executed on _____, 2014, by Oakland Forty Group, L.L.C., a Michigan limited liability company, hereinafter referred to as the "Developer," whose office is situated at 296 S. Main Street, Suite 220, P.O. Box 6391, Plymouth, Michigan 48170, in pursuance of the provisions of the Michigan Condominium Act as amended (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in the City of South Lyon, County of Oakland, Michigan, and more particularly described as follows:

Commencing at the West 1/4 corner of Section 20, T1N, R7E, City of South Lyon, Oakland County, Michigan; thence N86°50'26"E 1388.64 feet along the East and West 1/4 line of said Section to the POINT OF BEGINNING; thence along the Easterly right-of-way line of the old Grand Trunk Western Railroad in the following two (2) courses: Northerly 251.44 feet along the arc of an 1885.08 foot radius circular curve to the right, through a central angle of 07°38'32", having a chord that bears N07°36'32"E 251.25 feet and N11°25'48"E 948.93 feet; thence S78°34'12"E 180.00 feet; thence N11°25'48"E 59.64 feet; thence S78°34'12"E 120.00 feet; thence N11°25'48"E 120.00 feet; thence N24°29'31"E 95.89 feet; thence N64°07'58"E 135.62 feet; thence N86°48'43"E 80.00 feet; thence S03°11'17"E 345.56 feet; thence S75°22'50"E 121.23 feet; thence S71°59'34"E 60.08 feet; thence S74°35'53"E 140.92 feet; thence N03°11'17"W 426.28 feet; thence N12°40'37"W 84.98 feet; thence Northeasterly 20.01 feet along the arc of a 60.00 foot radius nontangential circular curve to the left, through a central angle of 19°06'22", having a chord that bears N67°46'12"E 19.92 feet; thence S31°46'59"E 120.00 feet; thence N56°18'52"E 67.10 feet; thence N16°52'56"E 134.12 feet; thence N22°33'00"W 67.10 feet; thence S65°32'51"W 120.00 feet; thence Northwesterly 24.64 feet along the arc of a 60.00 foot radius nontangential circular curve to the left, through a central angle of 23°31'29", having a chord that bears N36°12'53"W 24.46 feet; thence N03°11'17"W 160.73 feet; thence N86°48'43"E 289.76 feet; thence along the Westerly and Northerly lines of EAGLE HEIGHTS, Oakland County Condominium Subdivision Plan No. 696 in the following two (2) courses: S03°09'23"E 1212.36 feet and S86°48'43"W 320.58 feet; thence N03°11'17"W 20.00 feet; thence N26°01'56"E 83.04 feet; thence N52°25'29"W

120.00 feet; thence Northeasterly 20.46 feet along the arc of a 60.00 foot radius nontangential circular curve to the left, through a central angle of 19°32'27", having a chord that bears N27°48'18"E 20.36 feet; thence S71°57'56"E 120.00 feet; thence N14°32'22"E 72.78 feet; thence N18°00'42"W 73.54 feet; thence N47°33'05"W 114.16 feet; thence N55°34'29"W 65.00 feet; thence S34°25'31"W 120.00 feet; thence S43°29'24"W 60.76 feet; thence Southeasterly 54.95 feet along the arc of a 50.00 foot radius circular curve to the right, through a central angle of 62°57'53", having a chord that bears S24°05'33"E 52.22 feet; thence Southeasterly 56.58 feet along the arc of a 60.00 foot radius circular curve to the left, through a central angle of 54°02'03", having a chord that bears S19°37'39"E 54.51 feet; thence S23°53'03"W 189.49 feet; thence along the Westerly and Northerly lines of said EAGLE HEIGHTS, in the following two (2) courses: S86°48'43"W 338.17 feet and S03°09'23"E 377.51 feet; thence along the Northerly right-of-way line of Kestrel Ridge Drive in the following three (3) courses: S66°06'03"W 140.61 feet, Westerly 133.93 feet along the arc of a 370.00 foot radius circular curve to the right, through a central angle of 20°44'23", having a chord that bears S76°28'14"W 133.20 feet and S86°50'26"W 53.24 feet; thence N00°27'04"W 25.03 feet along the Easterly right-of-way line of Mill Street; thence S86°50'26"W 66.07 feet along the Northerly right-of-way line of Mill Street; thence S00°27'04"E 85.10 feet along the Westerly right-of-way line of Mill Street; thence S86°50'26"W 215.33 feet along the East and West 1/4 line of said Section to the Point of Beginning. Being a part of the Northwest 1/4 and a part of the Northeast 1/4 of Section 20, T1N, R7E, City of South Lyon, Oakland County, Michigan and containing 26.56 acres of land, more or less. Being subject to easements and restrictions of record, if any.

WHEREAS, the Developer desires, by recording this Master Deed, together with the By-Laws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof), to establish the real property, together with the improvements located and to be located thereon and the appurtenances thereto, as a building site project under the provisions of the Act.

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

ARTICLE I

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not in limitation, the Articles of

Incorporation and Rules and Regulations of the Knolls Homeowners Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of or transfer of interests in Knolls of South Lyon. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

2. "Association" means Knolls Homeowners Association, the non-profit corporation organized under Michigan law of which all owners shall be members, which corporation shall administer, operate, manage, and maintain the Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Project documents or the laws of the State of Michigan.

3. "Building envelope" means the portion of each unit within which the owner thereof may construct improvements such as a dwelling. No structures may be built outside of the building envelope within each unit as shown on Exhibit "B" attached hereto without the advance written approval of the Association and the City of South Lyon, if applicable.

4. "By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The By-Laws shall also constitute the corporate By-Laws of the Association as provided for under the Michigan Non-Profit Corporation Act.

5. "Common elements," where used without modification, shall mean both the general and limited common elements described in Article IV hereof.

6. "Condominium Subdivision Plan" means Exhibit "B" hereto.

7. "Consolidating Master Deed" means the final amended Master Deed which shall describe Knolls of South Lyon as a Project and shall reflect the entire land area, if any, added to the Project from time to time under Article IX and all units and common elements therein, and which shall express percentages of value pertinent to each unit as finally readjusted, if necessary. Such Consolidating Master Deed, if and when recorded in the Office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed and all amendments thereto, for Knolls of South Lyon, but until such time, the terms of this Master Deed, as it may be amended, shall control. In the event the units and common elements in the Project are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the Office of the Oakland County Register of Deeds confirming that the units and common elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

8. "Construction and sales period" means, for the purposes of the Project documents and the rights reserved to the Developer thereunder, the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any unit which it offers for sale or for so long as the Developer is entitled to expand the Project as provided in Article IX hereof, whichever is longer.

9. "Detention basins" means any detention basins which service the Project.

10. "Developer" means Oakland Forty Group, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Project documents. Provided, however, that a "successor developer" under Section 135 of the Michigan Condominium Act shall not be a Developer as defined in the Project documents. All development rights reserved to the Developer herein are assignable in writing; provided, however, that conveyances of units by Developer shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

11. "First annual meeting" means the initial meeting at which nondeveloper owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting (a) may be held at any time, in the Developer's sole discretion, after fifty percent (50%) of the units which may be created are sold, and (b) must be held within (i) fifty-four (54) months from the date of the first unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all units which may be created are sold, whichever occurs first. The maximum number of units that may be added to the Project pursuant to Article IX hereof shall be included in the calculation of the number of units which may be created.

12. "Mortgagee" means the individual, financial institution, corporation, partnership, or other entity holding a first mortgage lien on an individual unit in Knolls of South Lyon.

13. "Owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof who or which owns one (1) or more units in the Project, and shall have the same meaning as "co-owner" as defined in the Act. "Owner" shall also include both a land contract vendor and a land contract vendee and they shall have joint and several responsibility for assessments by the Association.

14. "Project" means Knolls of South Lyon established in conformity with the provisions of the Act and includes the land, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Knolls of South Lyon as described above.

15. "Project documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation and the Rules and Regulations, if any, of the Association.

16. "Storm water facilities" means the surface water drainage system, storm drain lines and detention/retention/sedimentation basins which are identified in Exhibit "B" hereto, and/or which service the Project.

17. "Transitional control date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

18. "Unit" means a single condominium building site in Knolls of South Lyon, as described in Article V hereof and in Exhibit "B" hereto, and shall have the same meaning as "condominium unit" as defined in the Act. No unit shall be divided into more than one (1) building site.

Whenever any reference herein is made to one (1) gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE II

TITLE OF PROJECT

The Project shall be known as Knolls of South Lyon, Oakland County Condominium Subdivision Plan No. _____. The engineering plans for the Project (including architectural plans for all dwellings and other improvements to be constructed therein) were or will be approved by, and are or will be on file with the City of South Lyon Building Department. The Project is established in accordance with the Act.

ARTICLE III

NATURE OF PROJECT

The units contained in the Project, including the number, boundaries, dimensions, and area of each unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each unit has been created for residential purposes and each unit is capable of individual utilization on account of having its own access to a public right-of-way or a common element of the Project. Each owner in the Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other owners the common elements of the Project as are designated by this Master Deed.

ARTICLE IV

COMMON ELEMENTS

The common elements of the Project described in Exhibit "B" attached hereto and the respective responsibilities for the maintenance, repair or replacement thereof are as follows:

1. The general common elements are:

a. The land described in page one hereof (other than that portion thereof described in Article V below and in Exhibit "B" hereto as constituting the individual building sites), including the paved private pedestrian trail system throughout the Project, that allows residents and the public access to the natural features in the Project and connects to the City of South Lyon's Rails for Trails adjacent to the western boundary of the Project, and the private open space, preservation areas, wetland mitigation areas and landscaping, irrigation facilities and other improvements not located within the boundaries of a unit. Those structures and improvements that now or hereafter are located within the boundaries of a unit shall be owned in their entirety by the owner of the unit in which they

are located and shall not, unless otherwise expressly provided in the Project documents, constitute common elements. The proposed public roads shall be general common elements until their dedication as public roads to the City of South Lyon is accepted.

b. The electrical wiring network throughout the Project, including street lights, up to the point of lateral connection for unit service.

c. The natural gas line network throughout the Project up to the point of lateral connection for unit service.

d. The telephone, television and telecommunication wiring networks throughout the Project up to the point of lateral connection for unit service.

e. The water distribution system, sanitary sewer system, including the sanitary pump station, and storm water drainage easement and detention easement system, the storm water facilities, throughout the Project up to the point of lateral connection for unit service. The water distribution system and the sanitary sewer system shall be general common elements until their dedication as public utilities to the City of South Lyon is accepted.

f. Easements for all of the aforementioned utility systems that are provided by or for the benefit of third parties are hereby dedicated to them for that purpose in the locations as set forth in Exhibit "B" hereto.

g. Such other elements of the Project not herein designated as general common elements which are not located within the perimeter of a unit and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines (including mains and service leads) and equipment described in Article IV, paragraphs 1b, c, d, and e may be owned by the local municipal authority or by the company that is providing the pertinent utility service. Accordingly, such utility lines and equipment shall be general common elements only to the extent of the owners' interest therein, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

2. Limited common elements shall be subject to the exclusive use and enjoyment of the owner of the unit or units to which such limited common elements are appurtenant. All utilities servicing a unit up to the point of lateral connection with a general common element shall be limited common elements. No additional limited common elements have been designated as such in this Master Deed because there are no additional limited common elements in this phase of the Project and it is not anticipated that any additional limited common elements will be constructed by the Developer anywhere within the Project as it hereafter may be expanded pursuant to Article IX hereof, although the Developer may create limited common elements as provided in such Article. If any additional limited common elements are included in the Project at any time hereafter, they shall be shown on amendments to the Condominium Subdivision Plan.

3. The respective responsibilities for the maintenance, repair and replacement of the common elements are as follows:

a. Association Responsibilities. The general common element open space shall forever remain open space, subject only to uses approved on the site plan by the City of South Lyon. Further subdivision of open space land or its use for other than recreation, conservation or storm water detention and retention purposes, except for easements for utilities, shall be strictly prohibited. The dedication of open space in perpetuity is binding on all successors and assigns of the Developer and future owners of units in the Project. The Developer, as a member of the Association, or the Association, as applicable, shall have the authority and responsibility, at its expense, to operate, maintain, repair, manage, and improve the general common elements in the Project. The Developer, as a member of the Association, or the Association, as applicable, shall have the responsibility to preserve and maintain all storm water detention and retention facilities and all private roadways and sidewalks, which are located within the Project, unless and until such improvements are accepted by the local public authority for public use and maintenance, to ensure that the same continue to function as intended. The Developer, as a member of the Association, or the Association, as applicable, shall also have the responsibility to preserve and maintain all preserved woodlands, wetlands, open space and park areas located within the general common element areas, including amenities located therein. The Developer, as a member of the Association, or the Association, as applicable, shall establish a regular and systematic program of maintenance for the common element areas to ensure that the physical condition and intended function of such areas and facilities shall be perpetually preserved and/or maintained.

In the event that the Developer, as a member of the Association, or the Association, as applicable, shall at any time fail to carry out the responsibilities above, and/or in the event of a failure to preserve and/or maintain such areas or facilities in reasonable order and condition, the City of South Lyon may serve written notice upon the Developer, as a member of the Association, or the Association, as applicable, setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place of the hearing before the South Lyon City Council, or such other Council, body or official delegated by the South Lyon City Council, for the purpose of allowing the Developer, as a member of the Association, or the Association, as applicable, to be heard as to why the City of South Lyon should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the South Lyon City Council, or other body or official designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City of South Lyon shall thereupon have the power and authority, but not obligation, to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City of South Lyon to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City of South Lyon and reasonable legal fees incurred by the City of South Lyon, plus an administrative fee in the amount of twenty-five percent (25%) of the total of all costs and expenses incurred, shall be paid by the Developer, as a member of the Association, or the Association, as applicable, and such amount shall constitute a lien on an equal pro rata basis as to all of the residential units on the property. The

City of South Lyon may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within thirty (30) days of a billing to the Developer, as a member of the Association, or the Association, as applicable, all unpaid amounts may be placed on the delinquent tax roll of the City of South Lyon, pro rata, as to each unit, and shall accrue interest and penalties, and be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City of South Lyon, such costs and expenses may be collected by suit initiated against the Developer, as a member of the Association, or the Association, as applicable, and, in such event, the Developer, as a member of the Association, or the Association, as applicable, shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

b. Owner Responsibilities. The owners individually shall be responsible for all maintenance, repair and replacement that (1) is expressly assigned to them by any provision of the Project documents, or (2) is not expressly assigned to the Association by any provision of the Project documents; but none of the owners shall be responsible individually for maintenance, repair or replacement of any general common elements except as specifically provided in Article VI, Section 14 of the By-Laws. In the event an owner fails to maintain, repair or replace any items for which he is responsible, the Association (and/or the Developer during the construction and sales period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, repair or replace any of such improvements made within a unit, all at the expense of the owner of the unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article IV which are required, in the first instance to be borne by any owner, shall be assessed against such owner and shall be due and payable within thirty (30) days; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Project documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

4. Until the Developer has sold all of the units in the Project, or no later than six (6) years from the date of recording this Master Deed, whichever event first occurs, it may, in its sole discretion, and subject to the advance written approval of the City of South Lyon, (a) modify the dimensions of unsold units and the general common elements, by enlargement, combination, division or reduction in size, (b) make such other alterations as it deems necessary or appropriate to any unsold units or the general common elements and (c) eliminate an unsold unit from the Project, either prior to or after its development. However, no such modifications or alterations may be performed which would unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any unit sold by Developer which adjoins or is proximate to the modified unit. An owner's unit dimensions may not be modified without the owner's consent. Other than with regard to previously sold units, all space in the Project, since it is or could be affected by such a modification or alteration, is hereby designated as "convertible areas," whether or not so designated on the Condominium Subdivision Plan attached hereto as Exhibit "B." Such space may be converted, in the Developer's sole discretion, into portions of a unit or general common elements, or any combination of these, and the responsibility for maintenance, repair and replacement therefor may be assigned by an amendment to this Master Deed effected solely by Developer without the consent of any other

person. No unit altered or modified in accordance with the provisions of this section shall be conveyed until an amendment to this Master Deed effectuating such modification is recorded. All of the owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed and irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

1. Each unit of the Project is described in this paragraph with reference to the Condominium Subdivision Plan of Knolls of South Lyon, as a separate building site as surveyed by Washtenaw Engineering Company, and attached hereto as Exhibit "B." Each unit shall consist of the space contained within the unit building site boundaries as shown on Exhibit "B" hereto and delineated with heavy outlines, together with all appurtenances thereto.

2. The percentage of value assigned to all units shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each unit in the Project and concluding that there are no material differences among the units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each unit shall be determinative of each owner's respective share of the common elements of the Project, the proportionate share of each respective owner in the proceeds and the expenses of administration and the value of such owner's vote at meetings of the Association. The total value of the Project is one hundred percent (100%).

3. Owners of adjacent units may relocate the boundaries between them or combine them into one (1) unit in accordance with Section 48 of the Act, subject to the approval of the Developer and the City of South Lyon. Once combined, said units shall be assessed as a single unit within the Project. The Association shall be responsible for the preparation and recording of any necessary amendment to the Master Deed and the owner or owners making any such change shall reimburse the Association for all expenses it incurs.

ARTICLE VI

RIGHTS OF MORTGAGEES

Notwithstanding any other provision in this Master Deed or the By-Laws or any other documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holders of first mortgages on at least two-thirds (2/3) of the units of record:

1. A first mortgagee, at its request, is entitled to written notification from the Association of any default by the owner of such unit in the performance of such owner's obligations under the Project documents which is not cured within sixty (60) days.

2. Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall be exempt from

any "right of first refusal" contained in the Project documents and shall be free to sell or lease such unit without regard to any such provision.

3. Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

4. Notwithstanding any provision of the condominium documents to the contrary, first mortgagees are entitled to vote on amendments to the condominium documents only under the circumstances listed in Section 90a of the Act; provided, however, if there is now or hereafter provision for addition to or expansion of the Project, then a change in the pro rata interest or obligations of any individual unit for (a) the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each unit in the common elements will be permitted provided that the provision pursuant to which the Project is subject for addition or expansion complies with the following limitations:

a. owners have a minimum percentage undivided interest in the common elements, and a corresponding maximum interest subject to diminution to no less than such minimum;

b. the conditions on which any change in such percentage of undivided interest in common elements may take place are fully described in the Master Deed, together with a description of the real property which will become subject to the Project if such alternative percentage interest becomes effective; and

c. no change in the percentage interest in the common elements may be effected pursuant to such provision later than the time period set forth in Section 67(3) of the Act.

5. Each first mortgagee has the right to examine the books and records of the Association.

6. No owner, or any other party, shall have priority over any rights of first mortgagees of units pursuant to their mortgages in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a taking of units and/or common elements.

7. Any agreement for professional management of the Project regime or any other contract providing for services which exists between the Association and the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days' written notice at any time thereafter without cause or payment of a termination fee.

8. Notwithstanding anything provided hereinabove to the contrary, in the event of a vote for an amendment to the project documents, any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.

ARTICLE VII

DAMAGE TO PROJECT

In the event the Project is partially or totally damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the By-Laws attached hereto as Exhibit "A."

ARTICLE VIII

EASEMENTS FOR UTILITIES

There shall be easements to, through and over the entire Project, including all of the land, for the continuing maintenance and repair of all utilities in the Project. In the event any improvements located on one (1) unit encroach upon a common element, easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance, repair and replacement thereof following damage or destruction. The Director and/or the Board of Directors of the Association may grant such easements over or through or dedicate any portion of any general common element of the Project for utility, roadway or safety purposes as may be necessary for the benefit of the Project or for the benefit of any other land described in Article IX hereof; subject, however, to the approval of the Developer so long as the construction and sales period has not expired.

ARTICLE IX

EXPANSION OF PROJECT

The Project established pursuant to the initial Master Deed of Knolls of South Lyon and consisting of forty-three (43) units is intended to be the first stage of a multi-stage Project to expand and contain in its entirety eighty-eight (88) units developed pursuant to the Planned Development Agreement described in Article XVI. The Developer owns or is interested in certain additional land in the City of South Lyon, Oakland County, Michigan, described as follows:

PHASE 2A

Commencing at the West 1/4 corner of Section 20, T1N, R7E, City of South Lyon, Oakland County, Michigan; thence N86°50'26"E 1388.64 feet along the East and West 1/4 line of said Section; thence along the Easterly right-of-way line of the old Grand Trunk Western Railroad in the following two (2) courses: Northerly 251.44 feet along the arc of an 1885.08 foot radius circular curve to the right, through a central angle of 07°38'32", having a chord that bears N07°36'32"E 251.25 feet and N11°25'48"E 948.93 feet to the POINT OF BEGINNING; thence continuing along said right-of-way line N11°25'48"E 577.00 feet; thence N86°48'43"E 763.37 feet; thence S03°11'17"E 160.73 feet; thence Southeasterly 24.64 feet along the arc of a 60.00 foot radius nontangential circular curve to the right, through a central angle of 23°31'29", having a chord that bears S36°12'53"E 24.46 feet; thence N65°32'51"E 120.00 feet; thence S22°33'00"E 67.10 feet; thence S16°52'36"W

134.12 feet; thence S56°18'52"W 67.10 feet; thence N31°46'59"W 120.00 feet; thence Southwesterly 20.01 feet along the arc of a 60.00 foot radius nontangential circular curve to the right, through a central angle of 19°06'22", having a chord that bears S67°46'12"W 19.92 feet; thence S12°40'37"E 84.98 feet; thence S03°11'17"E 426.28 feet; thence N74°35'53"W 140.92 feet; thence N71°59'34"W 60.08 feet; thence N75°22'50"W 121.23 feet; thence N03°11'17"W 345.56 feet; thence S86°48'43"W 80.00 feet; thence S64°07'58"W 135.62 feet; thence S24°29'31"W 95.89 feet; thence S11°25'48"W 120.00 feet; thence N78°34'12"W 120.00 feet; thence S11°25'48"W 59.64 feet; thence N78°34'12"W 180.00 feet to the Point of Beginning. Being a part of the Northwest 1/4 and a part of the Northeast 1/4 of Section 20, T1N, R7E, City of South Lyon, Oakland County, Michigan and containing 11.12 acres of land, more or less. Being subject to easements and restrictions of record, if any.

PHASE 2B

Commencing at the West 1/4 corner of Section 20, T1N, R7E, City of South Lyon, Oakland County, Michigan; thence N86°50'26"E 1603.97 feet along the East and West 1/4 line of said Section; thence N00°27'04"W 85.10 feet along the Westerly right-of-way line of Mill Street; thence N86°50'26"E 66.07 feet along the Northerly right-of-way line of Mill Street; thence S00°27'04"E 25.03 feet along the Easterly right-of-way line of Mill Street; thence along the Northerly right-of-way line of Kestrel Ridge Drive in the following three (3) courses: N86°50'26"E 53.24 feet; Easterly 133.93 feet along the arc of a 370.00 foot radius circular curve to the left, through a central angle of 20°44'23", having a chord that bears N76°28'14"E 133.20 feet and N66°06'03"E 140.61 feet; thence along the Westerly and Northerly lines of EAGLE HEIGHTS, Oakland County Condominium Subdivision Plan No. 696 in the following two (2) courses: N03°09'23"W 377.51 feet and N86°48'43"E 338.17 feet to the POINT OF BEGINNING; thence N23°53'03"E 189.49 feet; thence Northerly 56.58 feet along the arc of a 60.00 foot radius circular curve to the right, through a central angle of 54°02'03", having a chord that bears N19°37'39"W 54.51 feet; thence Northerly 54.95 feet along the arc of a 50.00 foot radius circular curve to the left, through a central angle of 62°57'53", having a chord that bears N24°05'33"W 52.22 feet; thence N43°29'24"E 60.76 feet; thence N34°25'31"E 120.00 feet; thence S55°34'29"E 65.00 feet; thence S47°33'05"E 114.16 feet; thence S18°00'42"E 73.54 feet; thence S14°32'22"W 72.78 feet; thence N71°57'56"W 120.00 feet; thence Southwesterly 20.46 feet along the arc of a 60.00 foot radius nontangential circular curve to the right, through a central angle of 19°32'27", having a chord that bears S27°48'18"W 20.36 feet; thence S52°25'29"E 120.00 feet; thence S26°01'56"W 83.04 feet; thence S03°11'17"E 20.00 feet; thence S86°48'43"W 225.59 feet along the Northerly line of said EAGLE HEIGHTS to the Point of Beginning. Being a part of the Northwest 1/4 and a part of the Northeast 1/4 of Section 20, T1N, R7E, City of South Lyon, Oakland County, Michigan and containing 1.71 acres of land, more or less. Being subject to easements and restrictions of record, if any.

which additional land is proximate to the property herein submitted to this Master Deed and is described as the area of future development in Exhibit "B" hereto. Therefore, any other provisions of this Master Deed notwithstanding, the number of units in the Project may, at the option of the Developer or its successors or

assigns, from time to time, within a period ending no later than six (6) years after the recording of the initial Master Deed, and thereafter with the written consent of fifty percent (50%), or more in number of the owners, be expanded and increased up to a total of eighty-eight (88) units by the addition to the Project, by amendment to the Master Deed, of any portion of the land area referred to in Article IX hereof and the construction of units thereon. There is no restriction on the Developer as to the order in which portions of said land may be added to the Project or obligation to construct improvements thereon in any specific locations. The location, nature, appearance, and size of the units and other improvements to be constructed within the area of expansion shall be determined by the Developer in its sole discretion, subject only to approval by the City of South Lyon, but all such units and improvements shall be reasonably compatible with the existing units and improvements in the Project, as determined in the sole discretion of the Developer. Such increase in size of this Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors or assigns and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of one hundred percent (100%) for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Percentages of value may be rounded off to preserve a constant Project value of one hundred percent (100%). Such amendment or amendments to the Master Deed shall also contain such further definitions of general or limited common elements as may be necessary to adequately describe the additional section or sections being added to the Project by such amendment. In connection with any such amendment(s), the Developer shall have the right to change the nature of any common element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this paragraph, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area of expansion, and to provide access to any unit that is located on or planned for the area of expansion from the roadways located in the Project. All of the owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing units which the Developer or its successors or assigns determine necessary in conjunction with such amendment or amendments. All such persons irrevocably appoint the Developer or its successors or assigns as agent and attorney for the purpose of the execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede all previously recorded Master Deeds. Nothing herein contained, however, shall in any way obligate the Developer to enlarge the Project beyond the section established by this Master Deed, and the Developer may, in its discretion, establish all or a portion of said future development as a separate residential building site project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein.

Notwithstanding the above, if the Developer has not completed development and construction of units or improvements in the Project, that are identified as "need not be built," during a period ending ten (10) years after the date of commencement of construction by the Developer of the Project, the Developer, its

successors, or assigns have the right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any owners, mortgagees of units in the Project, or any other party having an interest in the Project. If the Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of units or common elements in the Project, then the time period is six (6) years after the date the Developer exercised its rights with respect to either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project. If the Developer does not withdraw the undeveloped portions of the Project from the Project before expiration of the time periods, those undeveloped lands shall remain part of the Project as general common elements and all rights to construct units upon that land shall cease. In such an event, if it becomes necessary to adjust percentages of value as a result of fewer units existing, an owner or the Association may bring an action to require revisions to the percentages of value under Section 95 of the Act.

ARTICLE X

RESERVATION OF ACCESS EASEMENTS

The Developer reserves for the benefit of itself, its successors and assigns, perpetual easements for the unrestricted use of all roads, and pedestrian walkways, if applicable, or other improvements in the Project for the purpose of ingress and egress to and from all or any portion of the parcel described in Article IX or any portion or portions thereof, and any other land contiguous to Knolls of South Lyon, whether or not owned by the Developer as of the date hereof. All expenses of maintenance, repair, replacement, and resurfacing of any such commonly shared roads, walkway, or other improvements in this Project or on the land described in Article IX shall be shared by this Project and any developed portions of the contiguous land described in Article IX. The owners in this Project shall be responsible from time to time for payment of a proportionate share of said expenses for said commonly shared roads, walkway, or other improvements, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of units in the Project, and the denominator of which is comprised of the number of such units plus all other equivalent units on the adjoining land described in Article IX. The Developer also reserves the right to dedicate, for the use of the public, any road and walkways over and across the Project to any state, county or local units of government or private or public utility companies. The Developer further reserves the right to grant easements or licenses over, under and across the Project to governmental units or public or private utilities with respect to utilities that service the Project or the premises described in Article IX hereof.

ARTICLE XI

RESERVATION OF UTILITY EASEMENTS

The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article IX or any portion or portions thereof and any other land contiguous to Knolls of South Lyon or to said land described in Article IX which may be now owned or hereafter acquired by the Developer, perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains located on the land described in page one of the Master Deed, including, but not limited to electricity, gas, telecommunications, sanitary sewer, including the sanitary pump station, and water mains and storm sewer

mains, storm water facilities or drainage ways; provided, however, that the effect of such tap-in, tie-in, extension, and enlargement privileges shall not unduly burden the existing utility lines as determined by the appropriate governmental authorities. In the event the Developer, its successors or assigns, utilizes, taps, ties into, extends, or enlarges any utilities located on the Project, it shall be obligated to pay all of the expenses reasonably necessary to restore the Project to their state immediately prior to such utilization, tapping, tying-in, extension, or enlargement. Utility companies and governmental units furnishing utility services such as water, sanitary sewer, storm water, electricity, telephone, television, cable services, gas, and other similar services shall have access to the common elements and the units as may be reasonable for the installation, repair, maintenance, or replacement of such utilities.

ARTICLE XII

FUTURE ACCESS AND UTILITY EASEMENTS

The Developer further reserves the right at any time up until two (2) years after the end of the construction and sales period to grant access easements for proposed public streets within the Project and easements for utilities over, under and across the general common elements of the Project to appropriate governmental agencies or public utility companies and to transfer title for proposed public streets and utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be made by the Developer without the consent of any owner, mortgagee or other person and shall be evidenced by a grant of easement, deed or an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Oakland County Records. All of the owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

ARTICLE XIII

FUTURE EASEMENTS, LICENSES AND RIGHTS-OF-WAY

The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the transitional control date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry, rights-of-way, and dedication of public roadways over, under and across the general common elements of the Project for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Project or for the benefit of any other land described in Article IX hereof; subject, however, to the approval of the Developer during the construction and sales period. No easement created under the Project documents may be modified nor may any of the obligations with respect thereto be varied without the consent of each person benefited thereby.

1. Upon approval by an affirmative vote of not less than fifty-one percent (51%) of all owners, the Board of Directors shall be vested with the power and authority to sign petitions requesting the establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Project. In the event that a special assessment road improvement project is established pursuant to applicable Michigan statutes, the collective costs assessable to the Project as a whole shall be born equally by all owners.

2. The Board of Directors may dedicate or may grant easements over or through any portion of any general common elements of the Project for public highway purposes; and alternatively, during and within two (2) years of the end of the construction and sales period of the Project, the Developer may grant such easements or execute dedications of public roadway over any general common elements.

ARTICLE XIV

ACCESS EASEMENTS

The Developer, the Association and all public or private utilities shall have such easements over, under, across, and through the Project, including all units and common elements, as may be necessary to fulfill any responsibilities of maintenance, repair or replacement which they or any of them are required or permitted to perform under the Project documents or by law. These easements include, without limitation, the right of the Association to obtain access to the unit during reasonable hours.

ARTICLE XV

CONTRACTION OF PROJECT

1. As of the date this Master Deed is recorded, the Developer intends to establish a Project consisting of eighty-eight (88) units on the land described on page one and in Article IX pursuant to the Planned Development Agreement entered into with the City of South Lyon. The Developer reserves the right, however, to establish a Project consisting of fewer units than described above within the land described on page one and in Article IX and to withdraw from the Project all or some portion of the land described on page one and in Article IX. Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed, the number of units in this Project may, at the option of the Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of units be less than two(2).

2. In addition to the provisions of paragraph 1 above, the Developer unconditionally reserves the right to withdraw from the Project any portion or portions of the land described on page one and in Article IX, provided such land is not reasonably necessary to provide access to or otherwise serve the units included in the Project, as contracted, pursuant to its contraction rights as provided under Section 67 of the Act, as amended. The Developer reserves the right to use the portion of the land withdrawn to establish, in its sole discretion, a residential development of any form pursuant to the Planned Development Agreement entered into with the City of South Lyon and as it may be amended. The Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land previously withdrawn.

3. In the event of any contraction under this Article XV, the Developer reserves for the benefit of itself, its successors or assigns, and all owners of the land described on page one and in Article IX and all portions thereof, an easement for the unrestricted use of all roads and walkways in the Project for the purpose of ingress or egress to and from each and every portion of the Project as contracted, and for utilizing, tapping, tying into, extending and enlarging all utility improvements located within the premises, including, but not

limited to, storm water facilities, sanitary sewer, water, telephone, electrical, natural gas, and telecommunication lines. In addition, to the extent that any general common elements within the land described on page one and in Article IX are withdrawn from the Project, the Developer shall cause nonexclusive easements for the benefit of the units remaining in the Project to be created over such withdrawn general common elements to the extent necessary for the continued operation of the Project.

4. Any contraction in size of this Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to the Developer, in its sole discretion. Each such amendment to the Master Deed shall proportionately readjust the percentages of values set forth in Article V, in order to reflect the total value of one hundred percent (100%) for the entire Project, as contracted pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustment in percentage of value shall be within the sole judgment of the Developer. However, such readjustment shall reflect a continuing reasonable relationship among percentages of value, based upon the original method of determining percentages of value for the Project.

5. Any amendments to the Master Deed pursuant to paragraph 4 above shall also contain such further definitions and re-definitions of general common elements as may be necessary to adequately describe, serve and provide access to the units in the Project, as contracted. In connection with any such amendments, the Developer shall have the sole right to change the nature of any common elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article XV, including, but not limited to, the connection of roadways and walkways that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any unit that is located on, or planned for the withdrawn area from the roadways and walkways located in the Project.

6. All of the owners and mortgagees of units and other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article XV and to any proportionate reallocation of percentages of value of units which the Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the exhibits hereto.

ARTICLE XVI

PLANNED DEVELOPMENT AGREEMENT

As part of the approval process for the development of the Knolls of South Lyon the Developer entered into a Planned Development Agreement with the City of South Lyon on the ____ day of _____, 2014, and this document was recorded in Liber _____, Page _____, in the Oakland County Records to put all unit owners in the Knolls of South Lyon on notice of its existence to make a public record as to the approved terms of development of the Project. All owners of land within the Knolls of South Lyon are bound by the terms of the Agreement. The Agreement provides that in the event that the Association fails to maintain the general common elements the City shall have the right to maintain the

improvements on the general common elements and collect the cost thereof from the Association, or the individual unit owners, and the City of South Lyon has reserved the right to create a special assessment district for such a purpose.

ARTICLE XVII

AMENDMENT OR TERMINATION

Except as provided in preceding paragraphs as set forth above, the Project shall not be terminated or any of the provisions of this Master Deed or Exhibits attached hereto amended unless done in compliance with the following provisions:

1. The Project documents may be amended without the consent of owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of an owner or mortgagee. The Developer, for itself (until two (2) years after the end of the construction and sales period) and for the Association (acting through a majority of its Board of Directors), hereby expressly reserves the right to amend the Project documents for such a purpose. Amendments which do not materially alter or change the rights of an owner or materially impair the security of a mortgagee, as defined in Section 90a of the Act, include, but are not limited to, amendments modifying the types and sizes of unsold units and their appurtenant common elements, correcting survey or other errors made in the Project documents, and to provide descriptions and assign responsibility for common elements constructed, but not previously disclosed in the Master Deed, changes required by the City of South Lyon or any other public authority having jurisdiction over the Project, changes deemed necessary to comply with or include provisions permitted by the Act, or for the purpose of facilitating mortgage loan financing for existing or prospective owners and to enable the purchase or insurance of such mortgage loans by any institutional participant in the secondary mortgage market which purchases or insures mortgages.

2. If there is no owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the Project or amend the Master Deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the Developer.

3. If there is an owner other than the Developer, then the Project shall be terminated only by the agreement of the Developer, eighty percent (80%) of the unaffiliated owners of units to which all of the votes in the Association appertain and the mortgagees of two-thirds (2/3) of the first mortgages covering the units, with each mortgagee to have one (1) vote for each unit covered by its mortgage. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the termination.

4. Agreement of the required majority of owners and mortgagees to the termination of the Project shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

5. Upon recordation of an instrument terminating a Project, the property constituting the Project shall be owned by the owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each owner

or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the unit.

6. Upon recordation of an instrument terminating a Project, any rights the owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Project documents and the Act.

7. The Project documents may be amended for a proper purpose, other than as set forth in this Article, even if the amendment will materially alter or change the rights of the owners, mortgagees or other interested parties, with the prior written consent of two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each unit covered by its mortgage), but only as is required in accordance with Section 90a of the Act, and owners of the individual units. An owner's unit dimensions or the responsibility for maintenance, repair and replacement thereof may not be modified in any material way without his consent and that of his mortgagee. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change. The affirmative vote of two-thirds (2/3) of owners is considered two-thirds (2/3) of all owners entitled to vote as of the record date for such votes.

8. The Project documents may not be amended, so as to affect the site plan for the Project approved by the City of South Lyon, or the Planned Development Agreement entered into with the City of South Lyon, without the advance written approval of the City of South Lyon, and no provision in the Project documents which specifically applies to or grants rights to the City of South Lyon may be released, changed, modified, or amended without the advance written approval of the City of South Lyon.

9. Notwithstanding anything in this Master Deed or By-Laws, there shall be no amendment to or termination of Article IV, Section 3 of the Master Deed, or any other provision which affects or limits the rights of the City of South Lyon as provided within the Master Deed, By-Laws or Exhibit B, without first obtaining City of South Lyon review and approval of any such amendment.

10. A person causing or requesting an amendment to the Project documents shall be responsible for costs and expenses of the amendment to the Project documents except for amendments based upon a vote of a prescribed majority of owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

11. A Master Deed amendment, including the Consolidating Master Deed, dealing with the addition, withdrawal or modification of units or other physical characteristics of the Project shall comply with the standards prescribed in the Act for preparation of an original Condominium Subdivision Plan for the Project.

12. During the construction and sales period, and for so long as there remains any possibility of the development of units on the land described in Article IX, this Master Deed, and all Exhibits attached hereto, shall not be amended without the written consent of the Developer.

ARTICLE XVIII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Project documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Oakland County Register of Deeds in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved by or granted to the Developer or its successors shall terminate, and those rights and powers shall automatically be assigned as a matter of law to the Association, at the conclusion of two (2) years after the end of the construction and sales period as defined in Article I of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Project and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XIX

CERTIFICATION OF COMPLIANCE

The Developer certifies that it has complied with the following requirement of the City of South Lyon prior to the recording of this Master Deed:

Submission of the proposed Master Deed and any other documentation to be recorded with the Oakland County Register of Deeds with respect to all matters subject to regulation by the City of South Lyon, including, without limitation, ongoing preservation and maintenance of drainage, retention, detention, woodlands, wetland, open space, pathways, other natural common areas in the Project for review and approval by the City of South Lyon's Planning Commission and legal counsel prior to the recordation.

Oakland Forty Group, L.L.C., Developer

By: _____

Ronald E. Cook, Member

STATE OF MICHIGAN, COUNTY OF _____

On _____, 2014, Ronald E. Cook appeared before me, and stated under oath that he is a Member of Oakland Forty Group, L.L.C., a Michigan limited liability company, and that this document was signed on behalf of the limited liability company, by authority of its Operating Agreement, and he acknowledged this document to be the free act and deed of the limited liability company, as a member of Oakland 40 LLC, a Michigan limited liability company, by authority of its Operating Agreement.

_____, Notary Public
_____, County, Michigan
Acting in _____ County
My commission expires: _____

This document was prepared by
and when recorded return to:
Karl R. Frankena and David B. Guenther
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131

H:\KRF\KNOLLS OF SOUTH LYON\MASTER DEED.10.9.14.WPD

DRAFT: October 9, 2014

EXHIBIT "A"

KNOLLS OF SOUTH LYON

BY-LAWS

ARTICLE I

ASSOCIATION OF OWNERS

Knolls of South Lyon, a residential building site condominium located in the City of South Lyon, Oakland County, Michigan, shall be administered by an association of owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the Project in accordance with the Project documents and the laws of the State of Michigan. These By-Laws shall constitute both the By-Laws referred to in the Master Deed and required by Section 3(8) of the Act and the By-Laws provided for under the Michigan Non-Profit Corporation Act. Each owner shall be entitled to membership, and no other person or entity shall be entitled to membership. The share of an owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Project documents for the Project available at reasonable hours to owners, prospective purchasers and prospective mortgagees of units in the Project. All owners in the Project and all persons using or entering upon or acquiring any interest in any unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Project documents.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Project documents and the Act shall be levied by the Association against the units and the owners thereof, in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the common elements or the administration of the Project, including fulfilling drainage responsibilities within individual units, shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of or pursuant to any policy of insurance securing the interest of the owners against liabilities or losses arising within, caused by, or

connected with the common elements or the administration of the Project, shall constitute receipts affecting the administration of the Project within the meaning of Section 54(4) of the Act.

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

a. Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular periodic payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Board of Directors should carefully analyze the Project to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes from time to time and, in the event of such a determination, the Board of Directors shall be empowered to establish such greater or other reserves without owner approval. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each owner shall not affect or in any way diminish the liability of any owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Project; (2) to provide replacements of existing common elements; (3) to provide additions to the common elements not exceeding Five Thousand Dollars (\$5,000.00) annually for the entire Project (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); or (4) that an emergency exists, then the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

b. Special Assessments. Special assessments, in addition to those required in subparagraph a above, may be made by the Board of Directors from time to time and approved by the owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the common elements of a cost exceeding Five Thousand Dollars (\$5,000.00) per year for the entire Project (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); or (2) assessments for any other appropriate

purpose not elsewhere herein described. Special assessments referred to in this subparagraph b (but not including those assessments referred to in subparagraph a above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all owners, based upon one (1) vote for each unit owned. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

c. Special Assessments for Public Roadway Purposes. At some time subsequent to the initial development, the Board of Directors may determine that it is necessary to repave or improve some or all of the public roads within or adjacent to the Project. The improvement may be financed, in whole or in part, by the creation of a special assessment district, or districts, which may include Knolls of South Lyon. The acceptance of a conveyance or the execution of a land contract by any owner or purchaser of a unit shall constitute the agreement by such owner or purchaser, his/her heirs, personal representatives, or assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all owners; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than fifty-one percent (51%) of all owners. No consent of mortgagees shall be required for approval of said public road improvement. All public road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of Act 59, Public Acts of 1978, as amended, or such other statutes as may be applicable.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the 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 Article V of the Master Deed. Any other unusual common expenses that do not relate to the general common elements and are not ordinarily the responsibility of the Association benefiting less than all of the units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Project, or their tenants or invitees, shall be specifically assessed against the unit or units involved, in accordance with such reasonable rules and regulations as shall be adopted by the Board of Directors of the Association. Annual assessments as determined in accordance with Article II, Section 2a above shall be payable in advance by owners in one (1) annual or two (2) equal bi-annual installments, at the sole discretion of the Association, commencing with acceptance of a deed to or a land contract vendee's interest in a unit, or with the acquisition of fee simple title to a unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum, plus such additional interest rate surcharge and late payment charges as the Board of Directors shall approve, until each installment is paid in full. Provided, however, that the interest rate and interest rate surcharge combined applying to delinquent amounts shall not exceed the limit set by usury laws in the State of Michigan. The Association may, pursuant to Article XIX, Section 4 hereof,

levy fines for chronic late payment of assessments in addition to such interest and late payment charges. Each owner (whether one (1) or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his unit which may be levied while such owner is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: First, to cost of collection and enforcement of payment, including actual attorney's fees (not limited to statutory fees); second, to any late charges, interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his unit.

Section 5. Enforcement.

a. Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments, together with all applicable late charges, interest, fines, costs, advances paid by the Association to protect its lien, actual attorney's fees (not limited to statutory fees), and other costs, by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any owner in the payment of any installment of the annual assessment levied against his unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any Association paid services to an owner in default upon seven (7) days' written notice to such owner of its intention to do so. An owner in default shall not be entitled to utilize any of the general common elements of the Project and shall not be entitled to vote at any meeting of the Association, or be elected to or a voting member of the Board of Directors, so long as such default continues; provided, however, this provision shall not operate to deprive any owner of ingress or egress to and from his unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the unit from the owner thereof or any persons claiming under him and, if the unit is not occupied, to lease the unit and collect and apply the rental therefrom to any delinquency owed to the Association. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

b. Foreclosure Proceedings. Each owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each owner of a unit in the Project

acknowledges that, at the time of acquiring title to such unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject unit. The redemption period for a foreclosure is six (6) months from the date of sale unless the condominium unit is abandoned, in which event the redemption period is one (1) month from the date of sale.

c. Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent owner(s) at his or their last known address, of a written notice that one (1) or more installments of the annual assessment levied against the pertinent unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth: (1) the affiant's capacity to make the affidavit; (2) the statutory and other authority for the lien; (3) the amount outstanding (exclusive of interest, costs, actual attorney's fees (not limited to statutory fees), and future assessments); (4) the legal description of the subject unit(s); and (5) the name(s) of the owner(s) of record. Such affidavit shall be recorded in the Office of the Oakland County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

d. Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, late charges, fines, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the owner in default and shall be secured by the lien on his unit.

Section 6. Liability of Mortgagee. Notwithstanding any other provision of the Project documents, the holder of any first mortgage covering any unit in the Project which acquires title to the unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Association assessments or charges by the Association against the mortgaged unit which accrue prior to the time such holder acquires title to the unit.

Section 7. Developer's and Builder's Responsibility For Assessments. During the construction and sales period, neither the Developer nor any Builder who has purchased a unit from the Developer, although they are members of the Association, shall be responsible at any time for payment of: (a) the Association assessments, except with respect to completed and occupied units that it owns; nor (b) except as provided below, any Association expenses whatsoever with respect to units which are not completed and occupied units, notwithstanding the fact that any unit which is not a completed and occupied unit may have

been included in the Master Deed. A completed unit is one with respect to which a Certificate of Occupancy has been issued by the City of South Lyon. Certificates of Occupancy may be obtained by the Developer or a Builder at such times prior to actual occupancy as the Developer or a Builder, as applicable, in its discretion, may determine. An occupied unit is one that is improved by a dwelling that is occupied as a residence. The Developer and each Builder, however, shall independently insure, maintain, repair and replace all units it owns, and shall bear the cost thereof. During the construction and sales period, the Developer and each Builder also shall pay a proportionate share of all expenses actually incurred by the Association from time to time for the current administration, insurance and maintenance of any common element for which the Association is assigned the responsibility of repair, net of the proceeds of any insurance or owner recovery, and shall also pay a proportionate share of the general administrative expenses of the Association incurred prior to the transitional control date. The proportionate share of the Developer or a Builder in all such expenses shall be determined based upon the ratio of completed but unoccupied units that the Developer or a Builder, as applicable, owns at the time the expense is incurred to the total number of units in the Project. Any assessment levied or expense claim made by the Association against the Developer or a Builder for any other purpose, in whole or in indivisible part, is hereby determined to be in respect of a common expense which benefits the completed and sold units, only, and shall be void without the consent of the Developer or a Builder, as applicable. Without limiting the foregoing, in no event shall the Developer or any Builder be responsible for payment, during the construction and sales period, of any amount which, in whole or in indivisible part, is to finance deferred maintenance, reserves for replacement, capital improvements, the maintenance, repair and replacement of the private roads within the Project prior to their dedication to the City of South Lyon, the purchase of any unit from the Developer or a Builder, the cost of any litigation or claim against the Developer, its directors, officers, agents, principals, assigns, affiliates and/or the first Board of Directors of the Association or any directors of the Association appointed by the Developer, or any cost of investigating and/or preparing any such litigation or claim, or for any other special purpose, except with respect to completed and occupied units that it owns.

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

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

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

Section 11. Statement as to Unpaid Assessments. The purchaser of any unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. The Association may require the advance payment of a reasonable processing fee for the issuance of such written statement. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the

period stated, the Association's lien for assessments as to such unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the unit itself to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the unit and the proceeds of the sale thereof prior to all claims except real property taxes and first mortgages of record.

Section 12. Working Capital Contribution. To provide working capital to the Project and the Association, each owner, other than the initial Builder, shall pay to the Association at closing of the purchase of a unit from the Developer, or the initial Builder of a residence on the unit, both the pro rata share of the current assessment for the unit and an additional sum (the "working capital contribution") initially equal to six (6) months' assessments for the Association reserves. The Association shall have the power to increase, decrease, amend or eliminate the amount of the working capital contribution from time to time by designating such change or such amount in the adopted rules and regulations. The working capital contribution may, in the discretion of the Association, be placed either in a short-term operating capital reserve or in the capital reserve funding account, for use by the Association as needed from time to time. The working capital contribution is non-refundable and will not be applied as a credit against any future assessments. If the unit is later sold, a new working capital contribution will be assessed against the purchaser of the unit. The seller of the unit shall not receive any credit for the seller's working capital contribution. Payment of the working capital contribution shall be required prior to the exercise of any rights of membership in the Association including, without limitation, the use of the common elements. Any unpaid working capital contribution shall become a lien on the unit in the same manner as any unpaid common expenses attributable to such unit. The Association shall have the power to provide certain exceptions to the mandatory working capital contribution where the transfer of a unit is not an arm's length sale.

Section 13. Lawsuit Defense Expenses. Any owner bringing an unsuccessful lawsuit against the Association and/or its Board of Directors for the administration of the affairs of the Association, found to be consistent with the provisions contained in the Project documents, shall be chargeable for all expenses incurred by the Association. Such expenses may be collected by the Association in the same manner as an assessment.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Project documents, or any disputes, claims or grievances arising among or between the owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration) and upon written notice to the Association, shall be submitted to arbitration, and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. In the absence of an agreement between the parties

to use other rules, the Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

Section 3. Election of Remedies. Such election and written consent by owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

Section 4. Mandatory Arbitration with Developer. The Developer, the Association and the owners (by taking ownership of a unit) acknowledge and agree that to the extent permitted by applicable law (Section 144 of the Act), any claim by an owner which might be the subject of a civil action against the Developer, which involves an amount of Two Thousand Five Hundred Dollars (\$2,500.00) or more, and arises out of or relates to the Project or a unit, or which involves any claim by the Association against the Developer in excess of Ten Thousand Dollars (\$10,000.00), and arises out of or relates to the common elements of the Project, shall be settled by binding arbitration conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter. The parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real property is involved. Judgment upon the award by arbitration may be entered in a circuit court of appropriate jurisdiction.

Section 5. Owner Authorization for Arbitration by the Association. The commencement of any arbitration proceedings by the Association against the Developer shall require the approval of two-thirds (2/3) in number and in value of all owners. This will ensure that the owners are fully informed regarding the prospects and any likely expenses of any arbitration proposed by the Association.

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate given the nature of the general common elements of the Project, carry property coverage for all risks of direct physical loss and liability insurance, fidelity coverage, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the general common elements of the Project, and such insurance shall be carried and administered in accordance with the following provisions:

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

b. Insurance of Common Elements. All general common elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

c. Premium Expenses. All premiums for insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

d. Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Project shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless two-thirds (2/3) of all of the institutional holders of first mortgages on units in the Project have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each owner, by ownership of a unit in the Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of "all risk" property coverage, vandalism and malicious mischief, liability insurance, fidelity coverage and workmen's compensation insurance, if applicable, pertinent to the Project and the common elements appurtenant thereto, and such insurer as may, from time to time, provide such insurance to the Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the owners and their respective mortgagees, as their interests may appear (subject always to the Project documents), to execute releases of liability, and to execute all documents and to do all things on behalf of such owner and the Project as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibility of Owners. Each owner shall be obligated and responsible for obtaining "all risk" property coverage and vandalism and malicious mischief insurance with respect to his residential dwelling and all other improvements constructed or to be constructed within the perimeter of his unit, and for his personal property located therein or thereon or elsewhere on the Project. All such insurance shall be carried by each owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each owner also shall be obligated to obtain insurance coverage for his personal liability for his undivided interest as a tenant in common with all other owners in the common elements, for occurrences within the perimeter of his unit or the improvements located thereon, and also for alternative living expenses in the event of fire. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

Section 4. Waiver of Right of Subrogation. The Association and all owners shall use their best efforts to cause all property and liability insurance carried by the Association or any owner to contain appropriate

provisions whereby the insurer waives its right of subrogation as to any claims against any owner or the Association.

Section 5. Indemnification. Each individual owner shall indemnify and hold harmless every other owner, the Developer and the Association for all damages and costs, including actual attorney's fees (not limited to statutory fees), which the other owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual owner's unit. Each owner shall carry insurance to secure the indemnity obligations under this Section 5, if required by the Association, or if required by the Developer during the construction and sales period. This Section 5 is not intended to give any insurer any subrogation right or any other right or claim against any individual owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Project shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

a. General Common Elements. If the damaged property is a general common element, the damaged property shall be rebuilt or repaired by the Association unless two-thirds (2/3) of the owners and two-thirds (2/3) of the institutional holders of mortgages on any unit in the Project agree to the contrary, and the City of South Lyon consents to such action.

b. Unit or Improvements Thereon. If the damaged property is a unit or any improvements thereon, the owner of such unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such owner shall be responsible for any reconstruction or repair that he elects to make. The owner shall in any event remove all debris and restore his unit and the improvements thereon to a clean and slightly condition satisfactory to the Association as soon as reasonably possible following the occurrence of the damage, and in any event, shall remove all debris within three (3) months from the date of loss.

Section 2. Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Master Deed unless the owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all co-owners for

the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 4. Timely Reconstruction and Repair. If damage to the general common elements adversely affects the appearance of the project, the Association shall proceed with replacement of the damaged property without delay.

Section 5. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

a. Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the owner of such unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If an owner's entire unit is taken by eminent domain, such owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Project.

b. Taking of General Common Elements. If there is any taking of any portion of the general common elements, the condemnation proceeds relative to such taking shall be paid to the owners and their mortgagees in proportion to their respective interest in the common elements, and the affirmative vote of at least two-thirds (2/3) of the owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

c. Continuation of Project After Taking. In the event the Project continues after taking by eminent domain, then the remaining portion of the Project shall be re-surveyed and the Master Deed amended accordingly and, if any unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining units based upon the continuing value of the Project of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution of specific approval thereof by any owner.

d. Notification of Mortgagees. In the event any unit in the Project, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall so notify each institutional holder of a first mortgage lien on any units in the Project, provided that the name and address of each has been provided to the Association.

e. Applicability of the Act. To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 6. Notification of FNMA and FHLMC. In the event any mortgage in the Project is held by the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC"), then, upon request therefor by FNMA or FHLMC, the Association shall give them written notice

at such address as they may from time to time direct of any loss to or taking of the common elements of the Project if the loss or taking exceeds Ten Thousand Dollars (\$10,000.00) in amount or damage to a unit covered by a mortgage purchased in whole or in part by FNMA or FHLMC if such damage exceeds One Thousand Dollars (\$1,000.00).

Section 7. Priority of Mortgagee Interests. Nothing contained in the Project documents shall be construed to give an owner or any other party priority over any rights of first mortgagees of units pursuant to their mortgages in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a taking of units and/or common elements.

ARTICLE VI

RESTRICTIONS

All of the units in the Project shall be held, used and enjoyed subject to the ordinances of the City of South Lyon, applicable law and the following limitations and restrictions:

Section 1. Residential Use. No unit in the Project shall be used for other than single-family residential purposes as defined by the City of South Lyon Zoning Ordinance, and the common elements shall be used only for purposes consistent with single-family residential use. The operation of a family or group day care home within the Project is prohibited and no businesses may be operated on a unit that use outside employees or have customers come to the premises, without the prior written approval of the Association.

Use of units shall also be restricted in the following manner:

a. Building Size and Height. No building or structure shall exceed two (2) stories above grade or thirty-five (35) feet in height and all buildings or structures shall be constructed within the perimeter of a unit. All buildings and structures shall be in conformity with the following minimum size standards as to living area above ground level measured by the external walls:

- (1) One Story/Ranch: 1,400 square feet.
- (2) Multi-Story: 1,600 square feet.

The Developer reserves the right, within its sole discretion, to lower the required minimum square footage for specific dwellings, so long as the approved square footage complies with the City of South Lyon Zoning Ordinance. Garages, porches and breezeways shall not be included in computing minimum size requirements. All buildings shall be constructed by a licensed contractor and completed within one (1) year from the date of issuance of a building permit by the City of South Lyon Building Department. All unused building materials and temporary construction shall be removed from the premises within thirty (30) days after substantial completion of the structure. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish

graded, seeded, sodded and/or covered with other approved landscaping as soon as the construction work and weather permit. No burial of construction debris will be permitted. All soil to be removed from any of the units either in grading or excavating will, at the option of the Developer, become the property of the Developer and when removed will be placed by the owner of the unit in such place or places within the Project as the Developer will designate at the owner's expense. All driveways shall be roughed in with a gravel base before the basement is dug. Owners may not interrupt the surface flow of storm water across their units and any driveway constructed thereon must contain sufficient culverts to allow the passage of storm water under it. All driveway aprons accessing the proposed public streets in the Project shall be constructed in compliance with the rules and regulations of the City of South Lyon.

b. Garages. Each single family dwelling shall have a minimum of a two (2) car attached garage. Carports and detached garages shall not be erected, placed or permitted to remain on any unit. All driveways shall be surfaced with asphalt, concrete or paving bricks, at the time of construction of the dwelling served thereby, weather permitting. For security and aesthetic reasons, garage doors will be kept closed at all times except as may be reasonably necessary to gain access to and from any garage.

c. Temporary Structures. No old or used structure, of any kind, shall be placed upon any unit. No temporary structure of any character such as a tent, camper, mobile home, trailer, shack, barn, and/or other out-building of any design whatsoever shall be erected or placed upon any unit prior to construction of the main dwelling, nor shall any such structure be occupied as living quarters at any time.

d. Accessory Buildings. No accessory building or other out-building shall be permitted on any unit. No oil or fuel storage tanks or wood boilers or furnaces may be installed on any unit.

e. Swimming Pools. All swimming pools shall be below ground, except children's play pools, hot tubs and whirlpool tubs, although above ground pools may be installed with the prior written consent from the Developer, or the Association, if applicable, and subject to such restrictions as it may place upon their use and location.

f. Fences. No owner shall construct, or cause to be constructed, any fence of any nature upon his unit or the common elements. Perimeter fences around swimming pools shall be required to be constructed in accordance with all applicable building codes. Invisible fences are encouraged for pet control.

g. Exterior Lighting. No owner shall install exterior lighting that causes excessive illumination so as to constitute a nuisance to other owners. Prohibited lighting shall include, but not be limited to, mercury vapor and halogen lighting. All exterior lighting shall be mounted on the dwellings, except for low wattage lighting adjacent to driveways, decks, patios, walkways, and swimming pools.

h. Mailboxes. The size, color, style, location and other attributes of the mailbox for each dwelling shall be as specified by the U.S. Postal Service and the Developer, in order to insure consistency and uniformity within the Project.

i. Antenna. No radio, television or other antenna or aerial shall be permitted on any unit other than the type commonly used for domestic residential purposes. Any antenna or aerial shall be installed on the main dwelling and not on a separate pole or tower. Dish-type antennae in excess of one (1) meter in diameter shall not be permitted nor shall any antenna or aerial exceeding twelve (12) feet in height above the roof ridge line on any dwelling.

j. Maintenance of Unimproved Units. Units which have not been improved shall remain in their natural state, but shall be maintained in a presentable condition by the owner. Grassy areas shall be mowed a minimum of twice each summer to control weeds. No dumping shall be allowed on unimproved units. The Association shall enforce this paragraph pursuant to Article XIX, below.

k. Refuse and Garbage. Each owner shall promptly dispose of all refuse and garbage so that it will not be objectionable or visible to adjacent owners. No outside storage of refuse or garbage or outside incinerator shall be permitted. Each dwelling shall be equipped with an interior garbage disposal. No disposal of garbage, rubbish, leaves or debris shall be allowed on vacant units. Garden composting shall be allowed provided that it shall not result in a violation of any other restriction in these By-Laws.

l. Trees. In the absence of an existing adequate number of deciduous trees, the initial owner of each unit who shall construct a dwelling thereon shall provide a minimum of one (1) tree (two inch minimum diameter five (5) feet from ground level) in the street margin (the area between the interior side of the utility easement and the front of the dwelling) of each adjacent street. Said trees shall be placed at a minimum distance apart of forty (40) feet. Only large deciduous trees may be installed in street margins and shall be selected from the following: oak, hard maple, linden, locust, hackberry, or sycamore, or from a list of similar trees approved by the Developer.

Section 2. Leasing and Rental.

a. Right to Lease. An owner may lease his unit and the improvements thereon for single family residential purposes as defined by the City of South Lyon. No owner shall lease less than an entire unit and the improvements thereon. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Project documents. An owner, including the Developer, desiring to rent or lease a unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease or otherwise agreeing to grant possession of a unit to potential lessees or occupants and, at the same time, shall supply the Association with a copy of the exact lease for its review for its compliance with the Project documents. The owner or Developer shall also provide the Association with a copy of the executed lease. If no lease is to be used, then the owner or the Developer shall supply the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to an owner or the Developer, the due dates of that rental and compensation,

and the term of the proposed arrangement. The Developer may lease any number of units and the improvements thereon in its discretion.

b. Leasing Procedures. The leasing of units and improvements thereon shall conform to the following provisions:

(1) Tenants and non-owner occupants shall comply with all of the conditions of the Project documents, and all leases and rental agreements shall so state.

(2) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Project documents, the Association shall take the following action:

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

(b) The owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(c) If, after fifteen (15) days, the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the owner and tenant or non-owner occupant for breach of the conditions of the Project documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the owner liable for any damages to the common elements caused by the owner or tenant in connection with the unit or the Project.

(3) When an owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying an owner's unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. Any tenant failing to make such payments after receiving written notice from the Association shall become personally liable for their payment to the Association and the Association may do the following:

(a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceedings.

(b) Initiate proceedings pursuant to subsection (2)(c) hereinabove.

Section 3. Architectural Control. No dwelling, structure or other improvement shall be constructed within a unit or elsewhere within the Project, nor shall any exterior modification be made to any existing dwelling, structure or improvement, unless the site plan and building plans and specifications therefor containing such detail as the Developer may reasonably request have first been approved by the Developer. Construction of any dwelling or other improvements must also receive any necessary approvals from the local public authority. The Developer shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable in its sole opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, proposed exterior materials (with exterior elevations constructed in a combination of brick, stone, masonry, wood, simulated wood (compressed board) siding, or vinyl siding, but no T-1-11 or aluminum siding will be permitted) and exterior colors which shall blend in with existing dwellings and the natural surroundings, the site upon which it is proposed to be constructed, the location of the dwelling within each unit, and the degree of harmony thereof with the Project as a whole and the area of future development described in the Master Deed. Brick, stone or other masonry materials shall make up a minimum of fifty percent (50%) of the front elevation, excluding that portion comprised of a garage door. Upon request, samples of exterior building materials and proposed exterior colors shall be provided to the Developer. Unless prevented by existing natural vegetation, or severe elevations in the topography, wherever possible lawns shall occupy the majority of the front yard between the dwelling and the traveled portion of the road adjacent thereto. No log, modular, manufactured or any other type of residential housing constructed and assembled off-site will be permitted. All dwellings must be constructed on-site. No flat roofs will be permitted and a minimum front roof pitch of 6/12 will be required. All roof shingles shall be of a minimum 25 year non-dimensional material. The purpose of this section is to assure the continued maintenance of the Project as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all owners. Further, the restrictions hereby placed upon the premises shall not be construed or deemed to create negative reciprocal covenants, easements or any restrictions upon the use of the area of future development described in the Master Deed or any portion thereof unless, until and only to the extent such land is included in this Project by Master Deed amendment. The Developer's rights under this Article VI, Section 3 may, in the Developer's discretion, be assigned to the Association or other successor to the Developer. Said rights shall automatically be assigned to the Association at the conclusion of two (2) years after the end of the construction and sales period. The Developer may construct any improvements upon the Project that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Project documents, and any limitations imposed by the City of South Lyon.

In no event shall any unit owner have the right to impose liability on the Developer or the Association, or otherwise contest judicially any decision of the Developer or the Association (or alleged failure of the Developer or the Association to make a decision) relative to the approval or disapproval of a site plan and building plans, or any aspect or other matter as to which the Developer reserves the right to approve, disapprove or grant a variance with regard to under this Article VI. The approval by the Developer or the Association of a site plan and building plans, or other matter shall not be construed as a representation or warranty that the site plan or building plans or other matter is in conformity with the zoning ordinances of the City of South Lyon, if applicable, or building regulations of any other governmental authority. The Developer

or the Association specifically disclaims any obligation or duty to ascertain any such non-conformities or to advise a unit owner or any other person of the same, even if known to the Developer or the Association.

Section 4. Changes in Common Elements. Except as provided in Article VI, Section 3 above with respect to the Developer, no owner shall make changes in any of the common elements without the express written approval of the Board of Directors of the Association, and the City of South Lyon, if applicable.

Section 5. Activities. No unlawful or offensive activity shall be carried on in any unit or upon the common elements, nor shall anything be done which may be or become an annoyance or a nuisance to the owners of the Project. No garage sales shall be permitted on any unit in the Project, except when done in conjunction with the sale of the dwelling, or when a neighborhood garage sale is held, and then such sale shall be limited to two (2) days in duration. No unreasonably noisy activity shall occur in or on the common elements or in any unit at any time, and disputes among owners arising as a result of this provision which cannot be amicably resolved shall be arbitrated by the Association. No owner shall do or permit anything to be done or keep or permit to be kept in his unit or on the common elements anything that will increase the rate of insurance on the Project without the written approval of the Association, and each owner shall pay to the Association the increased insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, fireworks, or other similar dangerous weapons, projectiles or devices.

Section 6. Pets. Subject to the provisions of this Section 6, owners shall be entitled to keep no more than three (3) pets of a domestic nature that will reside within the dwelling constructed within their units. Dogs in the following breeds shall not be permitted to occupy a unit in the Project without the specific advance written approval of the Developer, or the Association, if applicable: Akita, Alaskan Malamute, Anatolian Shepherd, Bernese Mountain Dog, Boxer, Bullmastiff, Chow Chow, Doberman Pinscher, German Shepherd Dog, Giant Schnauzer, Great Dane, Great Pyrenees, Greater Swiss Mountain Dog, Komondor, Kuvasz, Mastiff, Newfoundland, Pit Bull-type, Portuguese Water Dog, Presa Canario, Rottweiler, Saint Bernard, Samoyed, Siberian Husky, Staffordshire Bull Terrier, Standard Schnauzer, and Wolf-dog Hybrid. No pet or animal may be kept or bred for any commercial purpose. All pets shall be maintained in compliance with City of South Lyon ordinances. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any unit or on the common elements. In the event an owner's pet causes unnecessary and unreasonable disturbance or annoyance to other owners, one (1) or more, and such owner files a written complaint with the Association specifying the cause of such disturbance or annoyance, the Board of Directors, after notice and opportunity for hearing before the Board to the owner keeping the pet, may, if it determines that such pet is in fact causing unnecessary and unreasonable disturbance or annoyance, require the owner to remove the pet from his unit and the Project or impose such other restrictions on the keeping of such pet as are reasonable. No pet or animal may be permitted to run loose at any time upon other units or the common elements, and any animal shall at all times be leashed and attended by some responsible person while on the common elements. No animal shall be left unattended outside of the dwelling between 11 o'clock p.m. and 7 o'clock a.m. Invisible fences located within units are encouraged for pet control. No dog houses or unattended tethering of dogs shall be allowed on any unit in the Project. No savage or dangerous animal shall be kept, and any owner who causes any animal to be brought or kept upon the Project

shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each owner shall be responsible for the prompt collection and disposal of all fecal matter deposited within the Project by any pet maintained by such owner. Such disposal shall not be in or on any of the general common elements. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Project which it determines to be in violation of the restrictions imposed by this section. The Association shall have the right to require that any pets be licensed with Oakland County and registered with the Association and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this section, the Board of Directors of the Association may assess fines for such violation in accordance with Article XIX of these By-Laws and in accordance with duly adopted rules and regulations of the Association.

Section 7. Aesthetics. Neither the common elements nor the unit outside of the dwelling and garage constructed thereon shall be used for the display of lawn statuary or the storage of supplies, materials, firewood, personal property, or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in garages and shall not be permitted to remain elsewhere on the unit or common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by an owner, either in his unit or upon the common elements, which is detrimental to the appearance of the Project. In the event that any dwelling is damaged or destroyed a general clean-up shall be accomplished within thirty (30) days. Minor repairs shall be completed as soon as possible and completion of major repairs and reconstruction shall be accomplished within nine (9) months, weather permitting.

Section 8. Vehicles. No travel trailers, motor homes, commercial vehicles, boat trailers, boats, camping vehicles, work trailers, camping trailers, all-terrain vehicles, snowmobiles, snowmobile trailers, trailers of any other kind, or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored upon the Project, unless parked in the garage with the door closed. Travel trailers, motor homes, camping vehicles, and camping trailers may be temporarily parked upon the unit for a period of no more than forty-eight (48) consecutive hours for loading and unloading purposes twice a year. No inoperable or unlicensed vehicles of any type may be brought or stored upon the Project either temporarily or permanently, unless parked in the garage with the doors closed. Commercial vehicles and trucks shall not be parked in or about the Project (except as above provided) except while making deliveries or pick ups in the normal course of business, unless parked pursuant to the advance written approval of the Association. Use of motorized vehicles anywhere on the open space common areas, other than authorized maintenance vehicles, is absolutely prohibited. Overnight parking on any private streets in the Project before they are accepted for maintenance by the City of South Lyon is prohibited except as the Association may make reasonable exceptions thereto from time to time. Until the private streets are accepted for maintenance by the City of South Lyon, the Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and may also enable private towing of improperly parked vehicles to off-premises locations, all without any liability on the part of the Association to the owners or user of any such improperly parked vehicle.

Section 9. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a unit or on the common elements, excluding one (1) "For Sale" sign which

shall not exceed six (6) square feet in area per side, without written permission from the Association and, during the construction and sales period, from the Developer, and a sign permit issued by the City of South Lyon, if applicable.

Section 10. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations, including grievance procedures, from time to time to reflect the needs and desires of the majority of the owners in the Project. Reasonable rules and regulations consistent with the Act, the Master Deed and these By-Laws concerning the use of units and the common elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the transitional control date. Copies of all such rules and regulations and amendments thereto shall be furnished to all owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all owners in number and in value. Such rules may not be applied to limit the Developer's construction, sales or rental activities.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to the portion of each unit not occupied by the dwelling from time to time, during reasonable working hours, upon notice to the owner thereof, as may be necessary for the maintenance, repair or replacement of storm water drainage easements and of any of the common elements. The Association or its agents shall also have access to each unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements, to the unit itself or to another unit, and shall not be liable to such owner for any necessary damage to his unit caused thereby.

Section 12. Landscaping. No owner shall perform any landscaping or remove, trim or plant any trees, shrubs or flowers or place any ornamental materials on the general common elements without the prior written approval of the Developer, or the Association, if applicable. No lawn statuary shall be permitted without the prior written approval of the Developer, or the Association, if applicable. Basic landscaping, including finish grading, seeding or sodding, must be completed within forty-five (45) days after date of occupancy, weather permitting. The owner of each unit shall develop a landscape treatment which will tend to enhance, complement and harmonize with adjacent property. This will best be accomplished by saving as much of the natural features and mature tree growth as possible outside of the building envelope, and the clearing of selected areas of underbrush and less desirable tree growth in order to open special views and to reduce competition with the mature or specimen vegetation. No existing trees shall be cut, except for diseased and dead trees, or those that are of a nuisance species, such as poplar, willow or box elder, etc., without the prior written approval of the Developer or the Association, as set forth in Section 3 of this Article. No surface soil shall be dug or removed from any unit for purposes other than building and landscaping of the unit, without the prior written approval of the Developer, or the Association, if applicable. All debris shall be promptly removed. New planting shall complement and enhance the character of the existing vegetation, topography and structures. Each owner shall have the responsibility to maintain the grounds of his unit, together with that portion of the general common elements in front thereof between the unit and the traveled portion of the road right-of-way, including the mowing of grass to a height of six inches (6") or less, removal of weeds, and proper trimming of bushes and trees. If the Association shall receive complaints from other owners regarding lack of maintenance of the grounds of a unit, then, and in that event, it shall have the right and duty to have such maintenance of the grounds of the unit performed as the Board of Directors shall determine as being

reasonable, and the charges therefor shall become a lien upon the unit and collected in the fashion as set forth in Article II of these By-Laws. The Association shall enforce this paragraph pursuant to Article XIX, below.

Section 13. Common Element Maintenance. Streets, sidewalks, yards, landscaped areas, and driveways shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or other obstructions may be left unattended on or about the common elements, or they may be removed and disposed of at the discretion of the Association.

Section 14. Owner Maintenance. Each owner shall maintain his unit, together with that portion of the general common elements in front thereof between the unit and the traveled portion of the road right-of-way, and the improvements on the unit in a safe, aesthetically pleasing, clean, and sanitary condition, including snow removal from the adjacent sidewalk within twenty-four (24) hours of a snow event. Each owner shall also use due care to avoid damaging any of the common elements, including, but not limited to, the telephone, natural gas, electrical, sewer, water lines, drainage easement courses or other utility conduits and systems and any other common elements within any unit which are appurtenant to or which may affect any other unit. Each owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him or his family, guests, agents, or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible owner in the manner provided in Article II hereof.

Section 15. Conservation Areas. Conservation areas are the general common elements consisting of woodlands, brush lands, wetlands, and open space and are located in the Project as is shown on the Condominium Subdivision Plan attached to the Master Deed as Exhibit "B." They also include the storm water detention and retention basins servicing the Project and the areas of future development. The conservation areas shall serve as permanent natural open space and the natural topography and vegetation shall remain undisturbed. The existing topography, vegetation, wildlife habitat, and ecological character and nature of the conservation areas, having been deemed assets worthy of protection, shall remain intact and undisturbed to the extent possible. The Association and all owners shall recognize that the City of South Lyon has an interest in the conservation areas as set forth in the approved project plan and no changes shall be made, without prior written approval from the Association and the City of South Lyon, if said changes would affect the project plan as approved. Any such change shall not diminish the portion of the conservation areas located within the woodlands, brush lands, wetlands, and open space. Cutting or clearing of vegetation, other than poisonous or invasive species, and dead or diseased trees, is prohibited. Storage or dumping of any items or materials of any kind, including but not limited to vehicles, structures, building materials, trash, yard wastes, or refuse, is prohibited on the conservation areas. Construction of buildings, roads, or other such structures, other than asphalt paved nature trails no wider than five (5) feet for pedestrian access on the conservation areas and service drives to be used to maintain the storm water retention basins, is prohibited. No pesticides, herbicides (except with regard to poisonous or invasive species) or commercial fertilizers shall be used in the conservation areas, however, natural or organic fertilizer such as leaves, leaf humus, green manure, etc., may be used. The Knolls Homeowners Association shall be responsible for maintaining the conservation areas

in a proper manner as may be required to maintain access to them through nature trails, service drives to maintain the storm water retention basins, and to preserve existing topography, vegetation, wildlife habitat, and the ecological character and nature of the conservation areas.

Section 16. Project Streets Prior to Acceptance. All proposed public streets as set forth on the Condominium Subdivision Plan will be maintained, replaced, repaired, and resurfaced as necessary by the Association, but only until they are dedicated to the public. It is the Association's responsibility to inspect and to perform preventative maintenance of the Project streets on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. However, although it is contemplated that the streets will be dedicated to the public, it is possible such dedication may not necessarily take place immediately, or at all. The Association may be required to improve existing streets to City of South Lyon standards before the City of South Lyon will accept them for maintenance. Upon dedication of the streets and acceptance by the City of South Lyon, the Association will no longer be responsible for maintaining the streets, although the Association, in its sole and absolute discretion, may elect to continue to snowplow or otherwise maintain the streets to the extent it deems is appropriate, and as shall be permitted by the City of South Lyon.

Section 17. Disposition of Interest in Unit by Sale or Lease. No owner may dispose of a unit, or any interest therein, by a sale or lease without complying with the following terms or conditions:

a. Notice to Association; Owner to Provide Condominium Documents to Purchaser or Tenant. An owner intending to make a sale or lease of a unit in the Project, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. Prior to the sale or lease of a unit, the selling or leasing owner shall provide a copy of the Condominium Master Deed (including Exhibits "A" and "B" thereto) and any amendments to the Master Deed, the Articles of Incorporation and any amendment thereto, and the rules and regulations, as amended, if any, to the proposed purchaser or lessee. In the event an owner shall fail to notify the Association of the proposed sale or lease or in the event an owner shall fail to provide the prospective purchaser or lessee with a copy of the Master Deed and other documents referred to above, such owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser or lessee with the terms, provisions and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his obligations to comply with the provisions of the condominium documents. As provided in Section 12 of Article II above, a non-refundable working capital contribution shall be assessed against the incoming purchaser of a unit.

b. Developer, Builder and Mortgagees not Subject to Section. The Developer and the Builder of a residence on a unit shall not be subject to this Section 16 in the sale or, except to the extent provided in Article VI, Section 2, the lease of any unit in the Project which it owns, nor shall the holder of any mortgage which comes into possession of a unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, be subject to the provisions of this Section 16.

Section 18. Reserved Rights of Developer.

a. Prior Approval by Developer. During the construction and sales period, no hedges, trees or substantial plantings or landscaping shall be installed, removed or trimmed until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by the Developer, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer.

b. Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs, if any, of the Developer during the construction and sales period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, the Developer shall have the right throughout the entire construction and sales period to maintain, or to authorize others to maintain, a sales office, a construction office, a sales or construction trailer, model homes, storage areas, and reasonable parking incidental to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer, subject to the approval of the City of South Lyon, if applicable. The Developer shall restore the areas so utilized to habitable status upon termination of use.

c. Enforcement of By-Laws. The Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the owners and all persons interested in the Project. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any common elements and/or to do any landscaping required by these By-Laws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these By-Laws throughout the construction and sales period notwithstanding that it may no longer own a unit in the Project, which right of enforcement shall include (without limitation) an action to restrain the Association or any owner from any activity prohibited by these By-Laws.

d. Variances. The Developer reserves the right, within its sole discretion, to grant variances from the restrictions in Article VI on a case by case basis for specific dwellings, provided that such variances are consistent with the approved site plan and applicable ordinances of the City of South Lyon. Provided, however, that the Developer has no authority to grant variances from the applicable City of South Lyon ordinances. To the extent that restrictions contained in Article VI are more restrictive than the applicable City of South Lyon ordinances, the Developer may grant a variance from such restrictions, but only in the manner that is consistent with the applicable City of South Lyon ordinances.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any owner who mortgages his unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such unit, which shall provide its name and address, and the unit number or address of the unit on which it has a mortgage, report any unpaid assessments due from the owner of such unit. The Association shall give to the holder of any first mortgage covering any unit in the Project, which shall have provided the information required, written notification of any default in the performance of the obligations of the owner of such unit that is not cured within sixty (60) days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the general common elements against fire, perils covered by extended coverage, and against vandalism and malicious mischief, public liability, and fidelity coverage, and the amount of such coverage to the extent that the Association is obligated by the terms of these By-Laws to obtain such insurance coverage, as well as of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

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

Section 4. Notice. Whenever a ballot requirement appears in these By-Laws for the benefit of a mortgagee which requires a ballot in support of or against a proposal submitted by the Association, the mortgagee shall respond within ninety (90) days of mailing of said notice or the lack of response thereto shall be deemed as approval of the proposal.

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these By-Laws, each owner shall be entitled to one (1) vote for each unit owned.

Section 2. Eligibility to Vote. No owner other than the Developer shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a unit in the Project to the Association, such as a copy of a recorded deed, signed land contract or title insurance policy. A land contract vendee shall be considered the owner for voting purposes. Except as provided in Article XI, Section 2 of these By-Laws, no owner, other than the Developer, shall be entitled to vote prior to the date of the first annual meeting of members held in accordance with Section 2 of Article IX. The vote of each owner may be cast only by the individual representative designated by such owner in the notice required in Section 3 of this

Article VIII or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the first annual meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no units at some time or from time to time during such period. At and after the first annual meeting, the Developer shall be entitled to one (1) vote for each unit which it owns.

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

Section 4. Quorum. The presence in person or by proxy of twenty percent (20%) of the owners qualified to vote, in number and in value, shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Project documents to require a greater quorum. If a quorum shall not be present at any meeting, the members present may adjourn the meeting for not more than thirty (30) days, and the quorum for said rescheduled meeting shall be one-half (½) of that required at the preceding meeting. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure when not otherwise in conflict with the Project documents or the laws of the State of Michigan.

Section 2. First Annual Meeting. The first annual meeting of members of the Association may be convened only by the Developer and may be called at any time after more than fifty percent (50%) of the units in Knolls of South Lyon (determined with reference to the recorded Consolidating Master Deed) have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to nondeveloper owners of seventy-five percent (75%) in number of all units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper owner of a unit in the Project, whichever first occurs. The Developer may call meetings of members for informative or other appropriate purposes prior to the first annual meeting of members, and no such meeting shall be construed as the first annual meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each owner. The phrase "units that may be created" as used in this paragraph and elsewhere in the Project documents refers to the maximum number of units which the Developer is permitted under the Project documents to include in the Project.

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

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

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

Section 6. Participation by Remote Communication. A member may participate in a meeting of members by means of a conference telephone or other means of remote communication equipment by which all persons participating in the meeting may hear each other; provided that all participants are advised of the means of remote communication equipment in use and the names of the participants in the meeting are divulged to all participants. Such participation by a member in a meeting shall constitute presence in person at the meeting and shall also be in compliance with the requirements of Section 405 of the Michigan Nonprofit Corporation Act.

EXHIBIT "A"

DESCRIPTION (TOTAL SITE)

Commencing at the West 1/4 corner of Section 20, T1N, R7E, City of South Lyon, Oakland County, Michigan; thence N86°50'26"E 1388.64 feet along the East and West 1/4 line of said Section to the POINT OF BEGINNING; thence along the Easterly right-of-way line of the old Grand Trunk Western Railroad in the following two (2) courses: Northerly 251.44 feet along the arc of an 1885.08 foot radius circular curve to the right, through a central angle of 07°38'32", having a chord that bears N07°36'32"E 251.25 feet and N11°25'48"E 1525.93 feet; thence N86°48'43"E 1053.13 feet; thence along the Westerly and Northerly lines of EAGLE HEIGHTS, Oakland County Condominium Subdivision Plan No. 696 in the following three (3) courses: S03°09'23"E 1212.36 feet, S86°48'43"W 884.34 feet and S03°09'23"E 377.51 feet; thence along the Northerly right-of-way line of Kestrel Ridge in the following three (3) courses: S66°06'03"W 140.61 feet, Westerly 133.93 feet along the arc of a 370.00 foot radius circular curve to the right, through a central angle of 20°44'23", having a chord that bears S76°28'14"W 133.20 feet and S86°50'26"W 53.24 feet; thence N00°27'04"W 25.03 feet along the Easterly right-of-way line of Mill Street; thence S86°50'26"W 66.07 feet along the Northerly right-of-way line of Mill Street; thence S00°27'04"E 85.10 feet along the Westerly right-of-way line of Mill Street; thence S86°50'26"W 215.33 feet along the East and West 1/4 line of said Section to the Point of Beginning. Being a part of the Northwest 1/4 and a part of the Northeast 1/4 of Section 20, T1N, R7E, City of South Lyon, Oakland County, Michigan and containing 39.39 acres of land, more or less. Being subject to easements and restrictions of record, if any.



CIVIL ENGINEERS * PLANNERS
SURVEYORS * LANDSCAPE ARCHITECTS
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ANN ARBOR, MICHIGAN 48103
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www.washtenawengineering.com

CLIENT: *OAKLAND FORTY GROUP, LLC*

SECTION 20
TOWN 1 SOUTH * RANGE 7 EAST
CITY OF SOUTH LYON
OAKLAND COUNTY * MICHIGAN

DATE 10-9-14

REV.

DRAWN DJH

JOB 31064

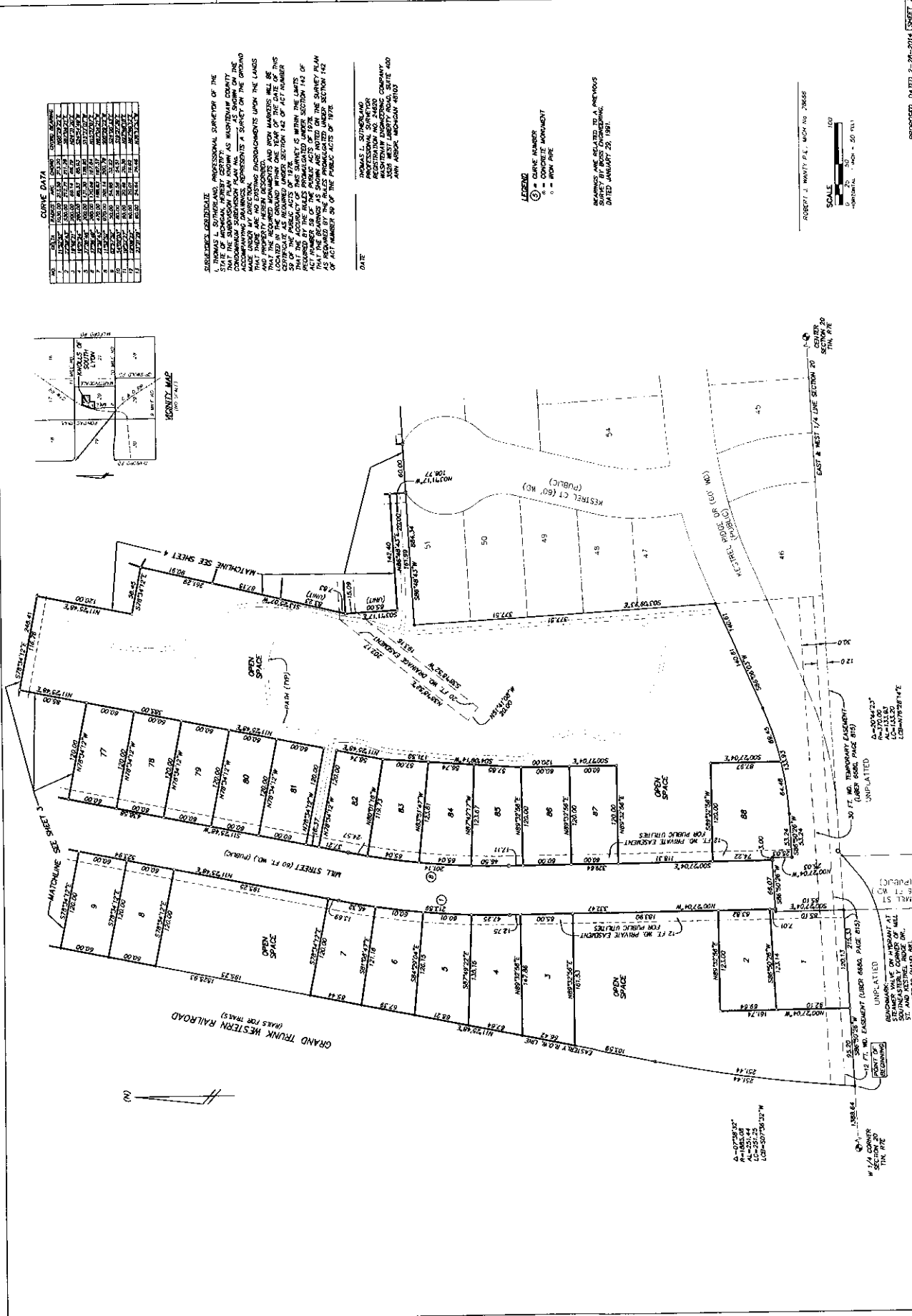
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F.B. -

SHEET 1 OF 1

FILE NO. R-9747

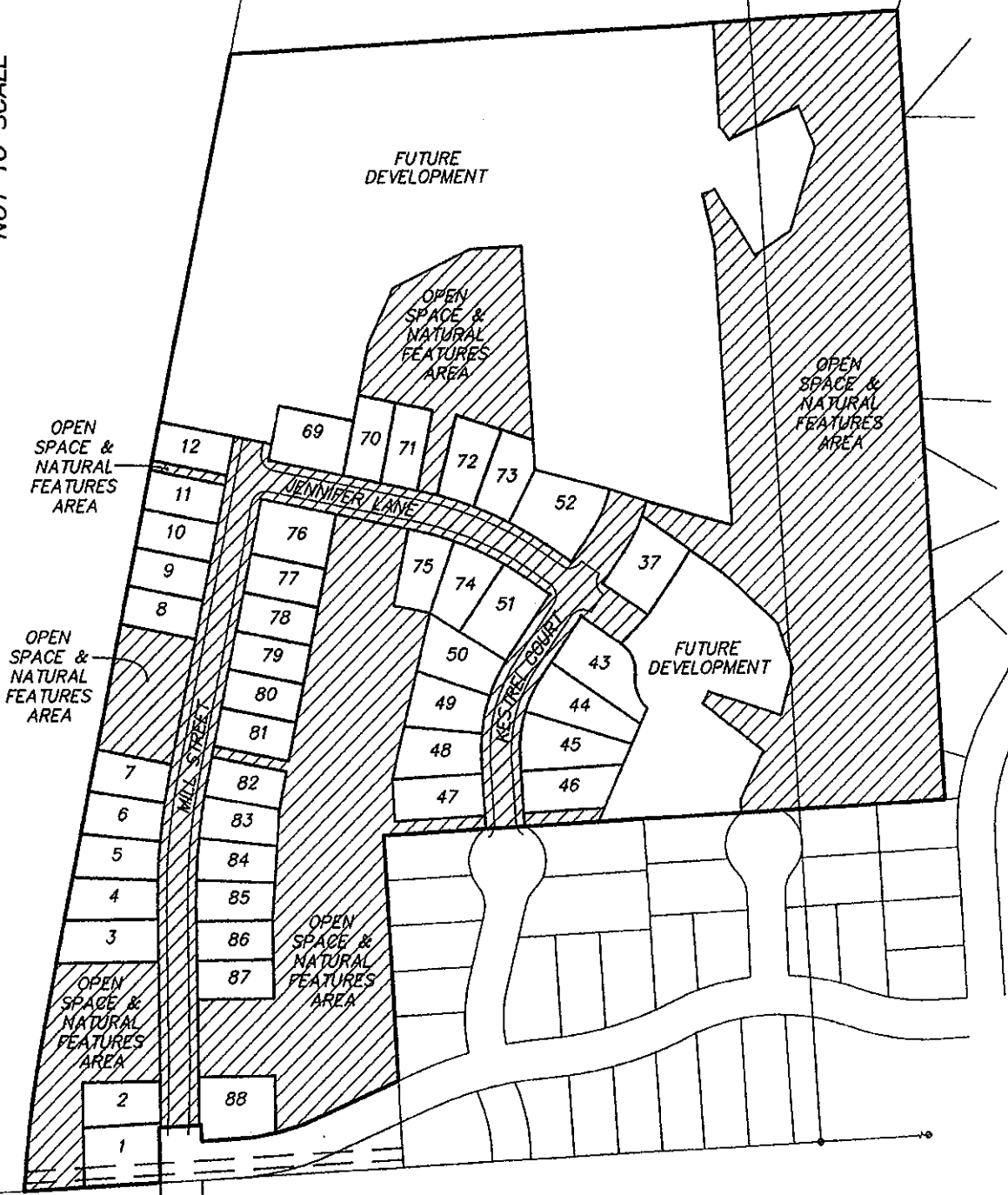
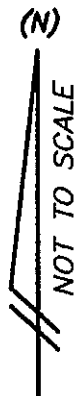
PROPOSED, DATED 2-28-2014



DATE: 2-28-2014

PROPOSED, DATED 2-28-2014 SHEET 2

EXHIBIT "D"



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CLIENT: OAKLAND FORTY GROUP, LLC	
SECTION <u>20</u>	
TOWN <u>1</u>	SOUTH * RANGE <u>7</u> EAST
CITY OF SOUTH LYON	
OAKLAND COUNTY * MICHIGAN	
DATE <u>10-9-14</u>	REV.
DRAWN <u>DJH</u>	JOB <u>31064</u>
CHECK <u>RJW</u>	F.B. <u>-</u>
SHEET <u>1 OF 1</u>	FILE NO. <u>R-9747</u>

AGENDA NOTE

New Business Item #6

MEETING DATE: November 10, 2014

PERSON PLACING ITEM ON AGENDA: City Attorney/Planning Commission

AGENDA TOPIC: Resolution to Extend the Temporary Moratorium for a period of 6 months on Medical Marijuana Land Uses and Activities.

EXPLANATION OF TOPIC:

On May 27, 2014, City Council approved a resolution establishing a temporary 6-month moratorium on medical marijuana land uses and activities.

On October 9, 2014, the Planning Commission held a public hearing on and considered a proposed ordinance addressing medical marijuana land uses and activities. The Planning Commission did not recommend approval of the proposed ordinance and requested additional information regarding alternatives for addressing medical marijuana activities and land uses. It also recommended that the City Council extend the temporary moratorium for another six (6) months to allow the City additional time to evaluate how to proceed and address medical marijuana land uses and activities.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Resolution __-14 to Extend the Temporary Moratorium For A Period Of Six (6) Months On Certain Land Uses And Activities Within The City Of South Lyon Connected With Activities Involving Medical Marijuana.

POSSIBLE COURSES OF ACTION: Approve / Deny the Resolution

RECOMMENDATION: Approve the Resolution

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the Resolution to Extend the Temporary Moratorium For A Period Of Six (6) Months On Certain Land Uses And Activities Within The City Of South Lyon Connected With Activities Involving Medical Marijuana.

RESOLUTION NO. __-14

**CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN**

**RESOLUTION TO EXTEND THE TEMPORARY MORATORIUM FOR A
PERIOD OF SIX (6) MONTHS ON CERTAIN LAND USES AND ACTIVITIES
WITHIN THE CITY OF SOUTH LYON CONNECTED WITH ACTIVITIES
INVOLVING MEDICAL MARIJUANA.**

WHEREAS, pursuant to a referendum vote in November 2008 which approved the use of medical marijuana, the Michigan Legislature enacted the Michigan Medical Marihuana Act ("MMMA"), initiated Law 1 of the Public Acts of Michigan of 2008, MCL 333.26421 and Executive Reorganization Order Nos. 1996-1, 1996-2, and 2003-1, MCL 330.3101, MCL 445.2001, and MCL 445.2011;

WHEREAS, such laws and state regulations have not fully addressed the appropriate land uses associated with activities authorized under the MMMA;

WHEREAS, the present zoning and land use ordinances of the City of South Lyon do not address the proper location of such activities as many of the activities were illegal and not permitted in any zoning classification within the City;

WHEREAS, the experience of other states with similar law changes has been that unregulated land use has caused substantial problems for local communities;

WHEREAS, the City of South Lyon has a legitimate purpose in addressing the proper location and land use for activities addressed in the MMMA in appropriate areas;

WHEREAS, since the effective date of the MMMA, significant debate, discussion, study and litigation has occurred throughout the State, and the City of South Lyon desires to base its decisions regarding the use of medical marijuana upon the latest and most current information.

WHEREAS, the cultivation, sale, and dispensation of medical marijuana was not envisioned when the current City of South Lyon Zoning Ordinance was adopted and is not regulated in any way;

WHEREAS, allowing the cultivation, sale, or dispensation of medical marijuana prior to the amendment of the City of South Lyon Zoning Ordinance would be contrary to the goals of the City Master Plan and the general health, safety and welfare of the City and its residents;

WHEREAS, the City desires to ascertain the best and safest path to compliance with the MMMA in order to protect the public health, safety and welfare;

WHEREAS, the City Council determines that it is desirable to immediately forbid the cultivation, sale, and dispensation of medical marijuana until an amendment to the City of South Lyon Zoning Ordinance (Chapter 102 of the City Code) becomes effective;

WHEREAS, Chapter 2, Section 2.1(b)(1), (8), and (9) of the City Charter authorizes the City Council to enact resolutions immediately necessary to protect and promote the public health, peace, or safety to be adopted at the session at which first introduced and the City Council determines that the following resolution satisfies that requirement;

WHEREAS, on May 27, 2014, the City of South Lyon adopted Resolution No. __-14 establishing a temporary moratorium for a period of six (6) months on certain land uses and activities within the City of South Lyon connected with activities involving medical marijuana;

WHEREAS, on October 9, 2014, the City of South Lyon's Planning Commission considered and held a public hearing regarding a proposed ordinance amendment to address land uses and activities authorized under the MMMA, but did not take action to recommend that City Council approve the proposed ordinance and requested additional information on alternatives for addressing land uses and activities authorized under the MMMA and additional time to evaluate how to proceed;

WHEREAS, on October 9, 2014, the Planning Commission recommended that the City Council extend the temporary moratorium on medical marijuana land uses and activities for another six (6) months to allow the City additional time to evaluate how to proceed on this issue.

NOW, THEREFORE, BE IT RESOLVED, that the City of South Lyon hereby extends for an additional six (6) months the temporary moratorium on the receipt, review, consideration and action by all City entities, officials, employees and/or agents on land use applications, proposals, requests relating to the use of medical marijuana and land uses or other activities authorized under the MMMA, including, without limitation, the following activities:

1. Cultivation, growth, and processing of medical marijuana;
2. Distribution or dispensing of medical marijuana;
3. Smoking, ingestion, or other administration of medical marijuana;
4. Stores for specialized equipment for cultivation, processing, distribution or administering medical marijuana; and
5. Specialized schools or training for cultivation, processing, distribution or administering medical marijuana, and

BE IT FURTHER RESOLVED, that this Resolution and the extension of the temporary moratorium is hereby adopted and given immediate effect and shall terminate and be of no further effect upon the effective date of an ordinance addressing or regulating such activities or May 27, 2015, whichever shall occur first.

At a regular meeting of the City of South Lyon City Council, a motion was made by Council Member _____, supported by Council Member _____, to adopt the above resolution.

Ayes:
Nays:
Absent:

RESOLUTION DECLARED [ADOPTED/FAILED] on this ____ day of _____, 2014.

CERTIFICATION

I certify that this resolution was duly adopted by the City Council of the City of South Lyon on _____, ___, 2014.

Lisa Deaton
City Clerk
South Lyon

CITY OF SOUTH LYON CABLE COMMISSION

Meeting Minutes July 22nd 2014

Meeting called to order at 8:00pm.

Board Commissioners present:

Rich Perry
Amber King
Dan Pelchat
Steve Kaukonen
Carl Richards

Also present: Sarah Trala

Approval of Agenda – Motion by Pelchat, supported by Kaukonen, to approve the agenda. Motion carried unanimously.

Public comments – none.

Board Member Elections – King nominated Rich Perry as Chairperson, Kaukonen seconded; Pelchat nominated Amber King as Co-Chairperson and Secretary, Perry seconded. Both nominations were voted on and passed unanimously.

Role and Responsibility of Commission – The commission's role with regard to cable channel content was discussed; it was agreed that we are able to recommend content, but our recommendations may not be chosen. It is our role to review and revise the cable channel policies when and where necessary. It is not the role of the cable commission to review material submitted for the channel. Richards suggested that we could have a non-voting member of the board serve as a director of operations in charge of submitting material to be broadcast. Suggestions regarding potential content included:

- 5-10 minutes (or less) highlighting local businesses (Sarah)
- Highlights reels from local swim meets or other sporting events; content from the Historical Society, the library, etc.; short (~1-minute) clips of "man on the street" interviews in downtown South Lyon asking a question (Perry)
- The Historical Society has a library of videos of previous cable channel content that could be played (and has in the past) (Richards)

Commission Eligibility – The potential conflict of interest that could arise from a cable commission member receiving sponsorship for their own programming was

brought up by Perry. Pelchat asserted that if there appeared to be a conflict of interest with the sponsorships he receives for his football game programming, he would be willing to abstain from voting on issues that would be considered a conflict.

Underwriting/Advertising Model – Pelchat explained that his current model of producing football videos includes auditory (spoken) advertisements throughout the broadcast, but he will attempt to remove those advertisements to conform to the current cable channel policy of no advertising during any programming. Perry suggested that a second camera without advertising might be a solution, and Pelchat said he would consider it. Additionally, it was discussed and agreed that incidental advertising (such as the Tuffy Tough Guy) during the game doesn't appear to be in conflict with the policy. Richards suggested that the high schools should be more financially accountable for broadcasting their own sporting events; Pelchat explained that he has talked to the high schools about this and this may occur next year. Perry stated that the high schools don't have an interest or need to do so.

Board Member Comments –

- Perry mentioned that the current system in place for showing content uses DVD and PowerPoint and it must be done manually; there is equipment that would cost approximately \$10-15,000 that would automate the process.
- Pelchat explained that requiring DVD content is a huge hurdle that makes it difficult to create content, and that new technology that would allow content to be submitted in ways other than by DVD would expand the content and ease of submission.
- Richards said that he checked out the Novi cable channel and said that they have short advertisements for upcoming events, which he thought might be a good idea for our channel. He wants to examine what other channels are doing to see what we can learn.

IV. Adjournment – Motion by Perry, supported by Kaukonen, to adjourn the meeting at 8:58 pm. Motion carried unanimously.

CITY OF SOUTH LYON CABLE COMMISSION

Meeting Minutes September 25th 2014

Meeting called to order at 7:45pm.

Board Commissioners present:

Rich Perry
Amber King
Dan Pelchat
Steve Kaukonen
Carl Richards

Also present: none.

Approval of Minutes – Motion by Richards, supported by Pelchat, to approve the minutes from the July 22 meeting. Motion carried unanimously.

Approval of Agenda – Motion by King, supported by Pelchat, to approve the agenda as amended. Motion carried unanimously.

Public comments – N/A

Old Business

1. **Advertising on Channel 19** – No high school football broadcast yet due to advertisements that were inadvertently included; hoping to get the 9/26 game on Channel 19 without advertisements.
2. **Process of Submitting Content** – Policy V F says there needs to be an Application for Broadcast and a Statement of Compliance completed and submitted with any programming content.
3. **Creation of Application (added)** – Kaukonen offered to look into finding documents used by other communities and/or creating documents that could be used by the SL Cable Commission.
4. **Mission Statement (added)** – Board agrees that the functions and responsibilities as set in Part I Sec. 26-20 (c) of Ordinance No. 02-14 needs to be addressed and possibly updated. It currently states that the role of the commission is to “review and recommend rules, regulations, and policies governing the city’s government access channel, content, and programming, and suggest and assist in the development of locally originated programs.”

New Business

1. **Ideas to Publish/Promote Process for Acquisition and Submission of Content (amended)** – Applications are currently in development (see Old Business #3). Board discussed the creation of a promotional campaign piece to be given to local groups in and around South Lyon.
2. **Ideas for a Volunteer Program** – Perry provided an outline for a Volunteer Program to train interested residents to record and prepare programs of local interest for Channel 19. The suggestion of hosting the Basic Video Skills Workshop through the South Lyon Recreation Department was made, with the possibility of using any tuition fees toward the purchase of equipment for the cable channel. There would be no initial costs for the volunteer program; promotional materials can be created and distributed at no cost, and equipment can come from volunteers initially. At some point it would be worth the city investing in basic equipment that would cost \$2000-\$2500.
3. **Social Media (added)** – The possibility of a Channel 19 web page or Facebook page was discussed.
4. **Ideas on Digital Video System** – A digital video system is needed to update and make programming easier both to produce and to broadcast.
5. **Equipment Funding** – The cost of a digital video system is approximately \$10,000-\$15,000; even less if one were purchased used. Pelchat commented that it may make sense to drum up interest in a system first, before looking into funding such a system through city council or through fundraising efforts. Perry questioned how other local communication pieces (i.e. Water Quality Group) are paid for. The suggestion of the Cable Commission applying for grants to fund a digital video system was made; the question of whether we would need to file for 501c(3) status was raised. Kaukonen suggested that taking “baby steps” – drum up local interest and increase programming submissions in the immediate future, we can build a business case for funds to improve equipment. The question was raised as to what the current budget is for South Lyon communications, website, etc.

Board Member Comments –

- Richards said that he is interested in a trip to Riley Broadcast Center and Plymouth to learn about how they work.

Adjournment – Motion by Kaukonen, supported by King, to adjourn the meeting at 9:13 pm. Motion carried unanimously.

CITY OF SOUTH LYON CABLE COMMISSION

Meeting Minutes October 15th 2014

Meeting called to order at 8:05pm.

Board Commissioners present:

Rich Perry
Amber King
Dan Pelchat
Steve Kaukonen
Carl Richards

Also present: none.

Approval of Minutes – Motion by Pelchat, supported by Richards, to approve the minutes from the September 25th meeting. Motion carried unanimously.

Approval of Agenda – Motion by King, supported by Kaukonen, to approve the agenda as amended. Motion carried unanimously.

Public comments – N/A

Old Business

1. **Process of Submitting Content** – Currently the City Manager reviews all submissions; there is a backlog due to personal issues (latest football game submitted by Pelchat has not yet been approved).
2. **Application for Submission for Broadcast and Statement of Compliance** – Kaukonen spoke with John Martin of Shelby Township and received their application document. It was agreed by all Commission members that the document was too detailed (and the font is too small), but it can be used as a starting point for creating our own application document. Kaukonen will edit it for the Commission to review. The intention is to make the application available in City Hall along with a separate copy of our Submission Policy, and to make both available online, as well.
3. **Ideas to Publish/Promote Process for Acquisition and Submission of Content** – A suggestion was made for the Commission to communicate directly with appropriate school teachers, rather than the SLCS administration, in an effort to create interest in both the submission of local interest programs and the volunteer program among students. King volunteered to contact RRRASOC (Recycling Authority) to obtain relevant videos, if available, as well as to create a

survey to be used to obtain feedback from residents regarding preferred content, interest, etc.

4. **Ideas for a Volunteer Program** – Perry offered to create a Volunteer Program informational flyer to be distributed in the high schools after the approval of City Council has been sought and obtained (as early as October 27 City Council Meeting).
5. **Digital Video System** – Software from Cinergy was discussed as a way to make playback of programming easier. The software allows a user to program content in advance, without the need of DVDs. Especially after the amount of submitted content increases, this would reduce the workload of city employees and make programming scheduling consistent and predictable.
6. **Cost** – the cost of the Cinergy software is approximately \$2300; there would also be a \$500-\$1000 cost for a necessary laptop upgrade to host the software.

New Business

1. **City Council Meeting preparation** – The purpose of meeting with the City Council is to discuss with them our short and long term goals. As a commission, we plan to encourage local content and promote a Volunteer Program to bolster submissions of local content. To that end, we want to obtain City Council approval for our suggested promotional methods, such as the application for submission, a Facebook page, the Volunteer program, an online survey, etc. Applications are currently in development (see Old Business #3). The Board discussed the creation of a promotional campaign piece to be given to local groups in and around South Lyon. Perry offered to create a flyer to be distributed to the high schools. Pelchat agreed to create a Facebook page for Channel 19, with the intention that all Commission members would be administrators for the page. After the next City Council meeting, Kaukonen will make a request for an article to be run in the Herald for the purpose of drawing attention to the channel and obtaining public feedback regarding programming (potentially through the online survey and/or the Facebook page). Richards offered to contact the Historical Society to inquire into videos they may have that could be made available to play on Channel 19.

Board Member Comments –

- Richards asked about timing for materials in preparation for the City Council meeting; it was agreed that materials should be sent to Kaukonen by October 20 for him to put together a PowerPoint presentation in time for the City Council meeting.
- Kaukonen thanked the Commission members who were able to attend the previous City Council meeting for doing so.

Adjournment – Motion by Pelchat, supported by Richards, to adjourn the meeting at 9:38 pm. Motion carried unanimously.