

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Co-owners and Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property and any additional fixtures, equipment and trim (as referred to in subsection (b) below) located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) Insurance of Common Elements and Fixtures. All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance

proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the City of South Lyon (or such replacements thereof as do not exceed the cost of such standard items). It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

(c) Premium Expenses. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium 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 fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto, with such insurer as

may, from time to time, provide such insurance for the Condominium 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 Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Determination to Reconstruct or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) Partial Damage. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by an affirmative vote of 80% of the Co-owners in the Condominium that the Condominium shall be terminated.

(b) Total Destruction. If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners agree to reconstruction by vote or in writing within 90 days after the destruction.

Section 2. Repair in Accordance with Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner Responsibility for Repair.

(a) Definition of Co-owner Responsibility. If the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with subsection (b) hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

(b) Damage to Interior of Unit. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his or her Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether

free-standing or built-in. In the event damage to interior walls within a Co-owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Association Responsibility for Repair. Except as provided in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. 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 cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within six months after the date of the occurrence which caused damage to the property.

Section 6. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

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

shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

(b) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

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

(d) Notification of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 7. Notification of FHLMC and FNMA. In the event any mortgage in the Condominium is held by or insured by the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), Michigan State Housing Development Authority ("MSHDA"), Federal Housing Administration ("FHA") or any other similar institutional mortgage holder or mortgage insurer, upon request therefor, the Association shall give the mortgagee or mortgage insurer written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased or insured in whole or in part them exceeds \$1,000.

Section 8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI
RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use.

(a) No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least one year (however, this one year restriction on the length of the lease shall only apply after the Development and Sales Period has ended) unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

(b) Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner desiring to rent or lease a Unit shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

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

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

(ii) The Co-owner shall have 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.

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if 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 Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements without the express written approval of the Board of Directors, including without limitation exterior painting or the erection of flag poles, antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. It shall be permissible for Co-owners to cause to be installed television antennas in the attic areas above Units;

providing, however, that any damage or expense to the Common Elements or to the Association resulting from such installation shall be borne by the Co-owner performing or authorizing such installation. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No immoral, improper, 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 Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. The following restrictions shall apply to pets:

- (a) No more than two (2) pets may be maintained in a Unit.
- (b) All pets must be registered with the Association prior to being brought on to the Condominium Premise or into a Unit. The Association may adopt a pet registration form.
- (c) All animals must be cared for and restrained so as not to be obnoxious or offensive on account of, by way of illustration and not as limitation, excessive or persistent barking, odor, or unsanitary conditions.
- (d) No animal may be kept or bred for any commercial purpose.
- (e) No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No pets may be "tied out" on the Common Elements. While on the Common Elements all animals shall be leashed or restrained on a leash not to exceed ten (10) feet in length. When on the Common Elements, all animals must be accompanied by the owner or other responsible adult.
- (f) No savage or dangerous animal shall be kept in the Condominium.

(g) Any Co-owner who causes any animal to be brought or kept upon the within the Condominium 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.

(h) Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any animal maintained by such Co-owner.

(i) The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium.

(j) The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section.

(k) The Association shall have the right to adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

(l) Stray animals and wild animals, such as squirrels, pigeons, chipmunks, raccoons, etc., shall not be fed or housed by Co-owners, nor shall Co-owners allow any condition to exist within their Unit or the Common Elements, Limited or General, appurtenant to their Units, which may attract stray or wild animals.

(m) 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 these Bylaws and in accordance with duly adopted rules and regulations of the Association.

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

Section 7. Vehicles. The following restrictions shall apply to vehicles:

(a) Co-owners must park all of their vehicles in the Limited Common Element garage and parking areas assigned to their Units. Any vehicles parked on the General Common Elements must be moved not less than every 48 hours or they will be deemed abandoned and subject to removal by the Association at the expense of the vehicle's owner.

(b) Any unlicensed or non-operative vehicle parked on within the Condominium Premises for more than 48 hours will also be deemed abandoned and subject to removal at the expense of the owner.

(c) All vehicles regularly parked within the Condominium Premises must be registered with the the Association.

(d) No vehicle repair or non-emergency maintenance or similar repairs are allowed on the common elements, except within the garages of the Units.

(e) Washing or polishing of vehicles may only be undertaken in the garage or on the driveway appurtenant to the Co-owner's Unit.

(f) No vehicles may be parked, stored or maintained on any lawn areas within the Condominium Premises.

(g) Any damage to the Condominium Premises or Project caused by violation of these vehicle restrictions are the responsibility of the Co-owner who owns the vehicle or the Co-owner of the Unit which the operator/owner the vehicle is visiting.

(h) No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, all terrain vehicles, snowmobiles, snowmobile trailers or commercial vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored on the Condominium Premises except in the garage appurtenant to a Co-owner's Unit, or parked in an area specifically designated therefor by the Association (however, the Association is not necessarily obliged to designate such an area).

(i) If the prior approval of the Association has been obtained, a Co-owner may park a vehicle of the type listed in subparagraph (h), above, on the Condominium Premises for a period not to exceed 72 consecutive hours not more than once per month.

(j) All other uses of of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 7, is absolutely prohibited.

(k) It will be the responsibility of the Co-owner to assure that his or her garage is available for parking of the Co-owner's vehicle. The fact that garage is used for storage shall not entitle a Co-owner to park a vehicle on the General Common Elements or to appropriate unassigned parking spaces.

Section 8. 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, including "For Sale" signs displayed anywhere on a Unit or within a Unit, during the Construction and Sales Period, and, subsequent thereto, only with prior written permission from the Association.

Section 9. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of 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, regulations and amendments thereto shall be furnished to all Co-owners.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 11. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association. Any landscaping installed by the Co-owner pursuant to this Section 11 shall be maintained by the Co-owner and the Association shall have no responsibility for its maintenance.

Section 12. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, and porches 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. Use of any recreational facilities in the Condominium may be limited to such times

and in such manner as the Association shall determine by duly adopted rules and regulations.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association 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 Co-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 Co-owner in the manner provided in Article II hereof.

Section 14. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the Construction and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design) except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(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 or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer; and may continue to do so during the entire Construction and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use.

(c) Enforcement of Bylaws. The Condominium 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 Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

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

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

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-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 Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below 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 vote for each Unit which it owns and for which it is paying Association maintenance expenses. If, however, the Developer elects to designate a Director (or Directors) pursuant to its rights under Article XI, Section 2(c)(i) or (ii) hereof, it shall not then be entitled to also vote for the non-developer Directors.

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

Section 4. Quorum. The presence in person or by proxy of 35% of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. 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 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 Co-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 Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% of the Units that may be created in The Village of Eagle Heights have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. 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 days written notice

thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the business day during the second or third week of April each succeeding year after the year in which the First Annual Meeting is held, 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 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-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 Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Co-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 purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

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

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

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

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

ARTICLE X

ADVISORY COMMITTEE

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than 50% of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of

control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall initially be comprised of three members and shall continue to be so comprised until enlarged to five members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a Board of five Directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owners to the Board, the Board shall be increased in size from three persons to five persons. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units that may be created, one of the five Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created, two of the five Directors shall be elected by non-developer Co-owners. When the required percentage of conveyances have been reached, the Developer shall notify the non-developer Co-owners and convene a meeting so that the Co-owners can elect the required Director or Directors, as the case may be. Upon certification by the Co-owners to the Developer of the Director or Directors so elected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

(c) Election of Directors at and After First Annual Meeting.

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, and before conveyance of 90% of such Units, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one Director as long as the Units that remain to be created and conveyed equal at least 10% of all Units that may be created in the Project. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which maintenance expenses are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subparagraph (i). Application of this subparagraph does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subparagraphs (b) and (c)(i), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subparagraph (c)(ii) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subparagraph shall not eliminate the right of the Developer to designate one Director as provided in subparagraph (i).

(iv) At the First Annual Meeting three Directors shall be elected for a term of two years and two Directors shall

be elected for a term of one year. At such meeting all nominees shall stand for election as one slate and the three persons receiving the highest number of votes shall be elected for a term of two years and the two persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either two or three Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for two of the Directors elected at the First Annual Meeting) of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

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

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

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and

easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association.

(h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(j) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three years or which is not terminable by the Association upon 90 days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act. THE DEVELOPER HAS THE RIGHT TO DISAPPROVE ANY DECISION BY THE BOARD OF DIRECTORS TO SELF-MANAGE THE PROJECT WITHOUT THE BENEFIT OF A PROFESSIONAL MANAGEMENT SERVICE. THIS DISAPPROVAL RIGHT SHALL END WHEN THE CONSTRUCTION AND SALES PERIOD EXPIRES.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through

election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners and a successor may then be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

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

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least ten days prior to the date named for such meeting.

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

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

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present,

the majority of those present may adjourn the meeting to a subsequent time upon 24 hours prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a) President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

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

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

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

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

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII

SEAL

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

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for

inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

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

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

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

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

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 67% of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

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

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

ARTICLE XVII

COMPLIANCE

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

ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

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

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article XX of these Bylaws. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article IX, Section 4 of these Bylaws.

Section 5. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

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

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than ten days from the date of the notice.

(c) Default. Failure to respond to the notice of violation constitutes a default.

(d) Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

(a) First Violation. No fine shall be levied.

(b) Second Violation. Fifty Dollar (\$50.00) fine.

(c) Third Violation. One Hundred Dollar (\$100.00) fine.

(d) Fourth Violation and Subsequent Violations. One Hundred Fifty Dollar (\$150.00) fine.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Document including, without limitations, those described in Article II and Article XIX of the Bylaws.

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article III 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 Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and 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 XXII

SEVERABILITY

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

0147B-2

Road Report

A publication of the Road Commission for Oakland County for public officials serving Oakland County www.rcocweb.org

Popular Tri-Party Program doubles in size for 2016

The popular Tri-Party Program, a three-way funding initiative for road improvements on Road Commission for Oakland County (RCOC) roads, has doubled in size since last year.

The program began in the early 1970s to address rough gravel roads. Over time, it grew to include addressing a variety of issues on both paved and gravel roads. The program is available to every community in Oakland County.

It involves funding from three sources: The Oakland County Board of Commissioners, the Road Commission for Oakland County (RCOC) and the cities, villages and townships in the county. For a number of years, the program has been set at \$3 million, with \$1 million from each of the parties.

For 2016, the parties agreed to double the program, for a total of \$6 million available. Each year, half the money available through the program is committed for RCOC roads in townships and

One of the most popular elements of the program is that the communities get to choose the Tri-Party Program projects.

the other half is dedicated to RCOC roads in cities and villages.

One of the most popular elements of the program is that the communities get to choose the Tri-Party Program projects, so long as they meet program criteria and are on RCOC roads.

"This program has proven very popular for many years," stated RCOC Managing Director Dennis Kolar. "One of the popular aspects of the program is it allows communities to select projects

that are important to them, but which would typically not rise high enough in the ranking to get funded by RCOC."

How much Tri-Party funding each community receives is determined by formula. For cities and villages, the formula is based on the number of miles of county roads in the city or village and the number of crashes on those roads. In townships, the same factors are used, but township population is added to the formula as well.

Eligible projects for Tri-Party funds include road resurfacing and reconstructing, drainage improvements, gravel road re-graveling or paving, signal installation, curb and lane additions and shoulder paving. Additionally, communities can choose to use Tri-Party funds as their local match for larger, federally funded road projects (for most federally funded projects, 80 percent of the money comes from federal funds, 10 percent from RCOC and 10 percent from the local community).

RCOC launches new website; new features and navigation will help site visitors get info, share concerns

The Road Commission for Oakland County (RCOC) has officially launched a new website that offers site visitors a wealth of information in a clean, easy to use format.

The site, which retains the RCOC Web address, www.rcocweb.org, is designed to allow visitors to easily find the information they are looking for through a user-friendly navigation design. Information and many of the functionalities from the previous site have been migrated to the new website and updated as well.

"The new site is intended to be visually appealing while remaining clean and simple to use," explained RCOC Board Chairman Ron Fowkes. "The website is one of the primary ways we communicate



The homepage of the new Road Commission website.

with our customers, and this new site will help ensure that this communication is as productive as possible for those customers. It contains the latest in interactive Web technology, and was designed with

CONT'D ON PAGE 2 -- SEE WEBSITE

What's Inside

SB 399: The wrong direction for state . . . 2

RCOC launches new smart phone app . . . 3

Info boxes installed at roundabout 3

Spot Resurfacing program 4

RCOC Managing Director Kolar urges opposition to SB 399

Road Commission for Oakland County Managing Director Dennis Kolar wrote the following piece to express why the agency opposes Senate Bill 399.

While Michigan road agencies have yet to see any new revenue from the road-funding package enacted late in 2015 by the Michigan Legislature, there are already forces at work in the Legislature that seem to want to use some of those funds to subsidize the telecommunications industry.

One such effort is Senate Bill 399. This bill would further hamper road agencies' ability to maintain the roads.

The bill, which has not yet been taken up by the full Senate or the House, was introduced last year. It seeks to amend



Dennis Kolar

state road laws to significantly reduce county road agencies' ability to charge adequate fees and collect adequate bonds from telecommunications companies that wish to install their service lines and other hardware in road rights of way.

In effect, this bill would force county road agencies, including the Road Commission for Oakland County (RCOC), to subsidize the telecommunications industry with Michigan road funds. We oppose this bill for the following reasons, which were spelled out by the leaders of the County Road Association of Michigan, the Michigan Townships Association and the Michigan Association of Counties:

- As legal guardians of the road rights of way, county road agencies must ensure work performed in the rights of way is performed safely; does not damage the road infrastructure or sidewalks, driveways and other utility infrastructure; and meets engineering and road-agency standards, along with all other applicable local, state and federal requirements -- all

of which takes significant road agency staff time.

- County road agencies do not profit by issuing permits, but simply cover the costs of issuing those permits, inspecting the site and work and performing related tasks. When the project is completed, funds are reconciled with the permit holder.

- Senate Bill 399 limits the fee to \$300 per permit or \$1,000 per project. Such a one-size-fits-all fee does not account for the type of work planned, nor does it consider the risks a project may pose. The bill supplants engineering-based right of way management with a "cookie-cutter" approach that puts public resources and workers at risk.

- Senate Bill 399 limits a performance bond to \$20,000, regardless of potential risk and damage beyond that amount, and requires that bonds be returned within 60 days after a project is complete.

This bill is a move in the wrong direction for Michigan, and we strongly oppose it. I urge our legislators to do the same.

RCOC's brine program a featured topic at national APWA meeting

Road Commission for Oakland County (RCOC) Highway Maintenance Department Director Darryl Heid was a featured speaker at the American Public Works Association (APWA) North American Snow Conference in Hartford

Connecticut on May 22, where he discussed RCOC's brine program.

The unique program involves RCOC pumping liquid brine (naturally occurring salt water) out of the ground at its own brine wells, and then using the material to combat

ice in the winter and dust on gravel roads in the summer. The program has saved the agency tens of thousands of dollars over the last couple of decades.



Darryl Heid

WEBSITE, CONT'D FROM FRONT
the needs of our customers in mind."

Some of the features of the new site include:

- Large graphic icons on the home page to help visitors navigate to the most requested information such as road project details, traffic maps and forms to report road issues
- The ability to sign up for and receive alerts about a variety of types of information when it is posted
- The ability to sign up for emergency traffic alerts
- An easier and more efficient search process
- Drop-down menus that are designed to make site navigation easier
- Google Translate feature allowing visitors to see the site in virtually any language they choose

"The last redesign of the website was done eight years ago," said RCOC Managing Director Dennis Kolar. "The old website was like an older bridge that cannot accommodate today's traffic needs. We understand the technology demands for immediate information, and that was a key reason for the redesign."

Chairman Fowkes added that the new site will continue to evolve. "The website will continually evolve and has the ability to keep up with changing technology. Our Web development company, CivicPlus, of Manhattan, Kansas, has designed many websites around the region, and our staff has been working with them over the past several months to present a website that can be quickly updated and the public can easily use."

Fowkes noted the biggest challenge when designing a website is the naviga-

tion architecture. "There is a great deal of information available on the site, but we could not put the vast majority of it on the home page," he explained. "That means we have to devise a navigation architecture that is intuitive enough that people can easily figure out where to find what they are looking for. I think the new site does a good job of that."

The site breaks content into six main categories: "About Us," "Residents," "Doing Business with RCOC," "Permits," "Job Postings," and "How Do I..." The "How Do I..." category helps site visitors locate information about everything from applying for a permit to submitting a pothole report, applying for Natural Beauty Road status or to Adopt a Road and much more.

The site also is mobile-device and tablet compatible and much more social-media compatible.

RCOC launches smart-phone app; motorists can get info, file reports, more via phone

The Road Commission for Oakland County (RCOC) is launching an app that allows anyone to get road project information, file a report about a road concern, send RCOC a photo and much more from any mobile device.

The app will soon be available for free from the Google and Apple app stores. To find the app at one of the stores, simply search for "Road Commission for Oakland County."

"We're excited to be able to introduce this mobile-device option for our customers," stated RCOC Chairman Ron Fowkes. "We want to make it as easy as possible for residents, motorists and businesses to contact us and share information with us. While we monitor our road system fairly closely, we simply can't be everywhere at once, and the people using the system are valuable partners in this process. This app makes that partnership even stronger."

Also available on the app are: a link to the RCOC Real-Time Traffic Map (which shows real-time congestion level on state highways and many main county roads in the county), links to RCOC's Facebook and Twitter accounts, a link to RCOC's road projects and press releases list, the RCOC calendar of events and a link to sign up for e-mail notifications about various RCOC activities.



The RCOC mobile device app front page (left) and link page.

Troops say thanks for the care packages sent by Americans Thank our Troops

Members of the U.S. Army's 948th Forward Surgical Team (FST) sent a thank you note to the Road Commission for Oakland County (RCOC) and other groups who participated in the Americans Thank our Troops (ATOT) program.

For the last five years, RCOC has joined forces with the Veterans Committee of the Oakland County Bar Association to participate in ATOT. RCOC Vice Chairman Eric Wilson, a Vietnam War veteran, is a member of the committee.

The 948th FST, which is the same unit portrayed in the TV series "MASH," provides trauma care to military members who are wounded in combat, as well as civilians from the local area who are injured.

Major Heather Posey of the team provided the following note:

Dear Americans Thank our Troops:

I would like to thank each of you on behalf of myself and the 948th FST, Camp Manion, Iraq. Your care packages have been very generous, and we share the wealth with the rest of the



The members of the Army's 948th Forward Surgical Team gathered to say thanks for the Americans Thank our Troops care packages.

camp when we receive more than we can use. It means a lot to us when people back home take the time, energy and money to ensure that we know of your support, generosity and appreciation for the military members who are deployed. Your care packages are also full of really great stuff. The chow here isn't always the best, so some supplementing is welcomed. Thanks so much!

Sincerely,

Maj. Heather Posey

Brochure boxes installed at 14 Mile/Orchard Lake

In an effort to help pedestrians understand how to use the pedestrian crosswalk beacons at the relatively new roundabout at the intersection of 14 Mile and Orchard Lake roads on the West Bloomfield Twp./Farmington Hills border, the Road Commission for Oakland County (RCOC) recently installed boxes with informational brochures.

The boxes are attached to signal poles at the intersections and contain brochures that explain how High-Intensity Activated Crosswalk (HAWK) beacons work. The HAWK is typically used at multi-lane roundabouts and mid-block pedestrian crossings of major roads.

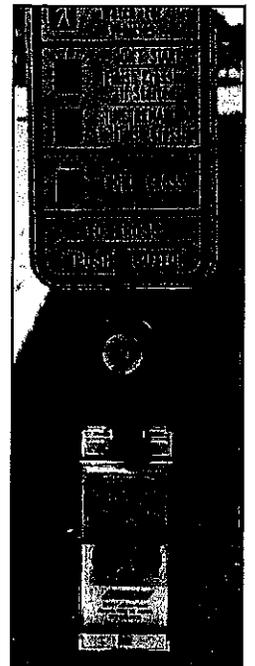
A new form of pedestrian crosswalk signal, the HAWK is referred to as a "beacon" because it is only lit when it is activated by a pedestrian pushing the crosswalk button. The HAWK has a different configuration than traditional signals, with two red lights next to each other above one yellow light. There is no green light.

When no pedestrians are present, the

HAWK beacons remain unlit.

"As part of our ongoing efforts to educate the public about both roundabouts and HAWK beacons, we wanted to test the idea of placing informational brochures at the site of the HAWKs," explained RCOC Managing Director Dennis Kolar. "We hope the people actually using the beacons will find the information helpful."

If the brochure boxes prove popular, RCOC will consider other multi-lane roundabout locations.



One of the brochure boxes at the 14 Mile/Orchard Lake roundabout.

ROAD COMMISSION

for OAKLAND COUNTY

31001 Lahser Road
Beverly Hills, MI 48025

RCOC Spot Resurfacing program addressing some of worst pavement areas

For the second year, the Road Commission for Oakland County (RCOC) Spot Resurfacing program is proving popular and effective at addressing some of the worst sections of pavement on county roads.

The program involves milling (or grinding off) the existing pavement in small, particularly bad sections of roads. Those small sections are then resurfaced.

The program, while certainly not the solution for all roads, is much cheaper than repaving a whole road and allows RCOC to focus on the very worst sections of road.

"This is a solution that works well on small sections of bad pavement in roads that are otherwise in moderately decent shape," stated RCOC Managing Director Dennis Kolar. "It is a relatively inexpensive, quick fix for rough spots."

Kolar noted the Spot Resurfacing



RCOC's 2015 Maple Road Spot Resurfacing project in Bloomfield Township.

repairs are not likely to last as long as actually repaving a road would, but the process buys the Road Commission some time, until it can afford to resurface the road.

The process also reduces the cost of continually patching the section of road and allows patch crews to spend time on

other roads.

RCOC initiated the Spot Resurfacing program last year. In 2015, 119 locations received the Spot Resurfacing treatment, for a total of 18.16 lane miles (miles of one-lane of pavements) at a total cost of just over \$2.6 million

This year, RCOC expects to complete approximately 14.6 miles of spot resurfacing at approximately 100 locations at a total cost of approximately \$2.2 million.

"We are always looking for ways to cost-effectively improve the road system, and this is one of the tools in our toolbox. It allows us to stretch our limited dollars and address some of the worst road sections," Kolar noted.

RCOC posts new safety video on YouTube channel

The Road Commission for Oakland County (RCOC) has posted a new short video on its YouTube channel (search "Road Commission for Oakland County" on YouTube) focusing on workzone safety.

In the one-minute, 20-second video, entitled "Safety Concerns," RCOC employees talk about the distracted drivers they have seen while working on or near the roads, and the dangers those drivers pose. The video was produced by Rachel Sweet, an RCOC intern and student at Lawrence Tech. University.

"The men and women who work on our roads are at the mercy of the drivers," stated



In the video, RCOC Construction Inspector Jim Persinger discusses the dangers of distracted drivers.

RCOC Managing Director Dennis Kolar. "As the employees in the video make clear, it's imperative that drivers are focused on the road when they are behind the wheel."

ROAD REPORT

Road Report is published quarterly by the Road Commission for Oakland County. Have a question or comment about Road Report? Call Senior Manager of Communications Craig Bryson at (248) 645-2000, ext. 2302.

Board of Road Commissioners:

*Ronald J. Fowkes, Chairman
Eric S. Wilson, Vice Chairman
Gregory C. Jamian, Commissioner
Dennis G. Kolar, PE, Managing Director
Gary Piotrowicz, PE, PTOE, Dep. Managing Dir./County Highway Engineer*

Have a question for RCOC? Call:
*Department of Customer Services
(877) 858-4804 or visit RCOC
online at www.rcocweb.org*

City of South Lyon Assistance to the South Lyon Hotel Reconstruction Project

The purpose of this communication is to respectfully suggest that there is no need for a South Lyon Hotel Reconstruction Committee at this time. However, quality assistance will continue to be provided to the owners of the Hotel by the City of South Lyon to the maximum extent possible.

Originally, in the days immediately after the fire at the South Lyon Hotel on June 23, 2016, I felt there may be a need for some type of committee assembled by the City to assist the owners of the South Lyon Hotel in their efforts to handle all of the many issues that could arise and the complex programs which must be addressed in order to successfully restore the Hotel Building and to bring back the South Lyon Hotel Restaurant as soon as possible. Thus, the reasoning at that time for a possible committee was because of my very recent hiring by the City and my lack of any institutional memory. I did not know the Hotel's building and business history, ownership, operations, other background information and economic impact. In the past few weeks since June 23, I have been able to reach out to the Hotel Owners, have had discussions with appropriate City staff, have reviewed applicable financial programs, and have had conversations with the construction company and architect hired by the building owners.

Now, as the City's Economic Development & Downtown Development Authority Director, I definitely agree that my logical role is to serve as the "Point Person" for the South Lyon Hotel Reconstruction Project. My reasons for proceeding without an official "committee" are as follows:

- A formal committee would add a time consuming, less efficient layer of bureaucracy
- I am totally confident that with my professional background, skill sets and experience I will provide quality, useful assistance to the Hotel owners and to the City of South Lyon in tandem with all necessary resources
- The experience and professionalism of other City Staff available to me each day
- My Hotel specific contacts I have established (contractor, architect, trades, suppliers)
- South Lyon Historical Society historical data and historic photo resources
- My awareness of multiple necessary resources (Local Historical Society, County, State, Federal & Private incentives and program contacts) which can all play a role in a successful financial package for the Hotel
- Regular contact with the Hotel owners will be maintained

Thus, with everyone just doing the job they were hired to do, I do not see any need for a committee. We will provide outstanding, useful and successful assistance to the hotel building owners throughout the entire reconstruction period and the grand reopening expected in the fall of 2017. Complete updates will be regularly provided to the City Administration, City Council and the DDA throughout that process. Thank you for your time and consideration.

Bob Donohue,
Economic Development & DDA Director
City of South Lyon

August 2, 2016



Dear Officer Wittrock,

I want to thank you for your help when I discovered I'd lost my Texas' driver's license on my recent visit to South Lyon. I was so distraught and you, as well as the dispatcher and receptionist, calmed me down so I could enjoy my visit. I appreciate the efficiency to process my missing item report (#160007871) much to my relief, Northwest Airlines found my D.L. and it was returned to me in time for my return flight home.

Once again, thank you!

Shirley Keller

Ut Svik,

Thank you so much for all
you have done to help

Terry and me. Your
kindness in attending his
memorial, updates and

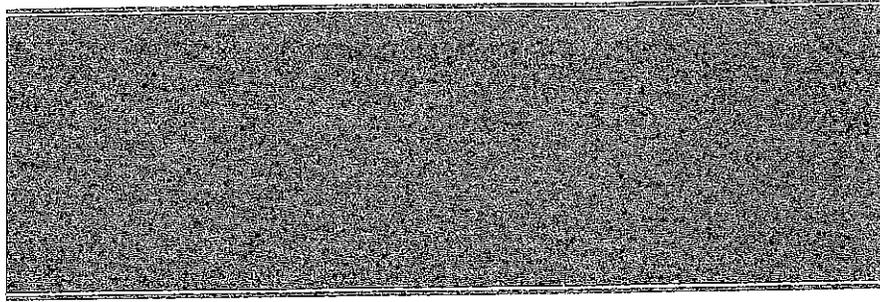
offer to attend court with me - go above
and beyond. All is so appreciated

Linda
Holcomb

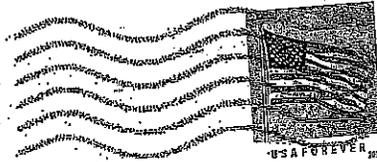
We have lost someone
very special . . .

Thank you for
sharing our grief.

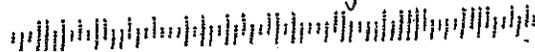
Thank You



South Lyon Area Youth Assistance 480
1000 N. Lafayette
South Lyon, MI 48178



South Lyon Police Dept.
Attn: Sgt. Chris Faught
219 Whipple St.
South Lyon, MI 48178



Dear Sgt. Chris,

Thank you so much for leading our
Stranger Danger Class. I know you have
a busy schedule and we appreciate
you giving us and the kids your time!
I think the class went well and
the kids got a lot out of it.

Thank you again for all of your efforts.
Sincerely, Doreen Brant

**SOUTH LYON POLICE DEPARTMENT
MEMORANDUM**

Subject: Window Replacement Quote

To: Chief Collins

From: Lt. Sovik

Date: May 31, 2016

I contacted Hanson's Windows (1-888-497-8930) to inquire about receiving a quote to replace the windows on the main police building. Customer Service Representative Tina indicated that their company does not service commercial properties. During her search of local area window installers, Tina recommended Pullum Windows as an option, and has recommended Pullum windows to several others inquiring about commercial windows in the area.

FORM CODE # <QTE 80603 0> FORM: QUOTE FROM: PULLUM WINDOW CORP., 415 N. LAFALETTE, SOUTH LYON, MI., 48178 <QTE 80603 0>

PH: 248-491-4700 WEBSITE: www.pullumwindow.com

0 01 JOB PO#: BY: PO: ENTER: 07/11/2016 HD SC GR ALL SALES ARE FINAL. NO ORDER
 NAME: SOUTH LYON POLICE STATION PH: 1-248-437-0459 WK: X W/JB X X CHANGES AFTER ORDER ENTRY.
 LOT#: STR#: 219 WHIPPLE CT: SOUTH LYON ST: MI W/80 * * * * *
 SUB: N/ S/ E/ W/ DEL INST SCREENS + GRILLS MAY BE BACK
 SOUTH LYON MI 48178 OFF OFF/ S/ W/ INST ORDERED FOR YOUR CONVENIENCE
 1-248-486-0049 EXT: ANDERSEN WOOD WINDOW REMOVAL STORED PRODUCTS ARE DISCARDED
 INSTALL JOB INSTALL QUAKER W/DRYWALL RETURNS CP2 AFTER 90 DAYS. * * * * *

CHARLIE PULLUM CALL FOR LIMITED WARRANTIES

13

QUAKER SPECIFICATIONS:

BRONZE ALUMINUM - TEMPERED LOW "E" / ARGON GLAZING WITH 1/4" BRONZE TINT
 UNEQUAL SILL UNITS TO BE FIELD MOLDED BY INSTALLER

2} 6 T-L OAK D.SET A JB 24 X 24 . S 1 1GT LE/AG BRZ ... 1 LT BRZ1 BRZ1 REPL A 0 0
 JB WIDTH 24.000 | JB LEFT 24.000 | JB RIGHT 24.000

BRONZE TINTED GLASS IN THE EXTERIOR INSULATED GLASS SURFACE
 GUARDIAN LOWE# 7138 WITH ARGON GAS

*** THE ABOVE LINE ITEM CONTAINS TEMPERED GLASS IN THE EXTERIOR AND INTERIOR LITES. ***

3} T-R OAK ANNING A JB 48 48 V 1 1GT LE/AG BRZ ... 1 LT BRZ1 BRZ1 F BZ ROTO REPL A 0 0
 JB WIDTH 24.000 | JB LEFT 24.000 | JB RIGHT 24.000

BRONZE TINTED GLASS IN THE EXTERIOR INSULATED GLASS SURFACE
 GUARDIAN LOWE# 7138 WITH ARGON GAS

*** THE ABOVE LINE ITEM CONTAINS TEMPERED GLASS IN THE EXTERIOR AND INTERIOR LITES. ***

4} B-R OAK D.SET A JB 24 X 24 . S 1 1GT LE/AG BRZ ... 1 LT BRZ1 BRZ1 REPL A 0 0
 JB WIDTH 24.000 | JB LEFT 24.000 | JB RIGHT 24.000

FORM CODE # <QTE 80603 0-> FROM: QUOTE FROM: PULLUM WINDOW CORP., 415 N. LAFAYETTE, SOUTH LYON, MI., 48178 <QTE 80603 0->

CITY OF SOUTH LYON MI 48178 NAME: SOUTH LYON POLICE STATION
 355 SOUTH WARREN MI 48178 LOT: STR#: 219 WHIPPLE
 SOUTH LYON MI 48178 SUB: PLEASE CALL FOR A COPY OF THE LIMITED WARRANTY. PAGE# 2

SCREENS AND GRILLS MAY BE BACK ORDERED FOR YOUR CONVENIENCE.
 SEE PAYMENT TERMS BELOW

BRONZE TINTED GLASS IN THE EXTERIOR INSULATED GLASS SURFACE
 GUARDIAN LOWE# 7138 WITH ARGON GAS

5) 5 ... OAK CEMENT A JB 24 72 R 1 1GT LE/AG BRZ ... 1 LT ... BRZ1 BRZ1 F BZ ROTO REPL B 0 0

*** THE ABOVE LINE ITEM CONTAINS TEMPERED GLASS IN THE EXTERIOR AND INTERIOR LITES. ***
 BRONZE TINTED GLASS IN THE EXTERIOR INSULATED GLASS SURFACE
 GUARDIAN LOWE# 7138 WITH ARGON GAS

6) 3 ... OAK ANNING A JB 72 48 V 1 1GT LE/AG BRZ ... 1 LT ... BRZ1 BRZ1 F BZ ROTO REPL C-1 0 0

*** THE ABOVE LINE ITEM CONTAINS TEMPERED GLASS IN THE EXTERIOR AND INTERIOR LITES. ***
 BRONZE TINTED GLASS IN THE EXTERIOR INSULATED GLASS SURFACE
 GUARDIAN LOWE# 7138 WITH ARGON GAS

*** THE ABOVE LINE ITEM CONTAINS TEMPERED GLASS IN THE EXTERIOR AND INTERIOR LITES. ***

TOTAL 2106039 INCLUDING TAX

FORM CODE # <QTE 80603 0> FORM: QUOTE FROM: PULLUM WINDOW CORP., 415 N. LAFAVETTE, SOUTH LYON, MI., 48178 <QTE 80603 0>

CITY OF SOUTH LYON | NAME: SOUTH LYON POLICE STATION
355 SOUTH WARREN | LOT: | SEE PAYMENT TERMS BELOW
SOUTH LYON MI 48178 | STR#/ SUB: 219 WHIPPLE | PLEASE CALL FOR A COPY OF THE LIMITED WARRANTY. PAGE# 3

| LINE | TYPE | STYLE | SIZE A | SIZE B | SIZE C | GLAZING | GLASS | CURT | FINISH | SCR | ROOM | OPENING |
|------|------|---------|---------|--------|--------|----------|--------|------|--------|--------|-------|---------|
| 0 | DESC | PRODUCT | PRODUCT | ION | CODE | (MANTIN) | FINISH | SCR | HARD | JAMB | ROOM | ROUGH |
| 1 | TYPE | STYLE | LINE | SIZE | A | SIZE | B | SIZE | C | MULTI | GLASS | TYPE |
| | | | | | | | | | | CUT-UP | TYPE | CLINT |
| | | | | | | | | | | EXT | S | CLIL |
| | | | | | | | | | | | | LE |
| | | | | | | | | | | | | HTDTH |
| | | | | | | | | | | | | |

Purchaser agrees that all invoices are due 30 days after shipment unless agreed otherwise in writing. A 2% per month 24% APR, not compounded, time-price differential charge will be added to all past due balances plus all collection, legal expenses and attorney fees incurred in efforts to obtain payment.

All disputes and claims shall be submitted to arbitration with a single arbitrator pursuant to the Uniform Arbitration Act ct (MCL691.1681, et seq.) and the winner shall be entitled to interest, costs and reasonable attorney fees should the arbitrator rule in that party's favor. An arbitration award may be entered as a judgement in any circuit court having competent jurisdiction constant with MCL691.1681, et seq.

Terms: 50% deposit (cash or check). Balance Due: Cashier's check prior to delivery, unless a credit account has been established.

Credit sales require a Notice Of Commencement executed by the owner. If not available: (initial: _____) and supply the following:

Owner: _____ Address: _____ Ph#: _____

Title Company: _____ Contact: _____ Ph#: _____

Signature constitutes that sizing & specifications were checked & approved to order: _____ DATE _____

Unless specified, the material, shape and color of the insulated glass perimeter spacer may vary.

FLASHING: "Michigan Residential Code" R703.8 requires flashing on ALL Windows+doors. Use "TAPE FLASHING" per their instructions.

PLEASE RELEASE SCREEN AND HARDWARE BACK ORDERS 3 1/2 WEEKS BEFORE REQUIRED.

THOMASVILLE
PLANNED DEVELOPMENT AGREEMENT

Entered into between:

The City of South Lyon, a Michigan Municipal Corporation

and

South Lyon 60 Unit Detached Condo LLC, a Michigan limited liability company

Dated: August __, 2016

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THOMASVILLE

PLANNED DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ of August, 2016, 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 South Lyon 60 Unit Detached Condo LLC ("Developer"), a Michigan Limited Liability Company, whose address is 101 W. Big Beaver, 10th Floor, Troy, Michigan 48084.

Developer: South Lyon 60 Unit Detached Condo LLC

Project Engineer: Monument Engineering Group Associates, Inc. (MEGA)

RECITALS:

A. This Planned Development Agreement covers a parcel of real property containing approximately 11.635± acres, located on the south side of Eleven Mile Road, ¼ mile west of Pontiac Trail, 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 Developer's predecessor voluntarily proposed rezoning and development of the Property as a residential Planned Development consisting of an 60 unit detached single-family residential site condominium to be known as Thomasville. Developer is the developer and proprietor of the Thomasville site condominium (the "Development").

C. Developer's predecessor previously applied for approval of an amendment to the City of South Lyon's Zoning Ordinance rezoning the Property from RM-1 District (Multiple 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 as defined below in Section 3 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 RM-1 zoning district and would be a distinct and material benefit and advantage to the Developer.

F. On August 13, 2015, the South Lyon Planning Commission recommended that the South Lyon City Council: i) approve the Developer's request to rezone the Property from RM-1 (Multiple Family Residential) to PD (Planned Development); and ii) approve the Preliminary (Stage I) Site Plan for the Thomasville planned development.

G. On November 23, 2015, the South Lyon City Council approved Ordinance No. _____ with conditions rezoning the Property from RM-1, (Multiple 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 Thomasville planned development with conditions as reflected in the minutes of the meeting.

H. On _____, 2016, the South Lyon City Council approved Ordinance No. -16 with conditions rezoning the Property from RM-1, (Multiple Family Residential) to PD (Planned Development) as reflected in the minutes of the meeting.

H.I. On July 28, 2016, the South Lyon Planning Commission recommended that the South Lyon City Council approve the Final (Stage II) Planned Development Site Plan for the Thomasville planned development with conditions.

I.J. On _____, 2016, the South Lyon City Council approved the Final (Stage II) Planned Development Site Plan for the Thomasville planned development subject to, among other things, approval of a Planned Development Agreement.

J.K. 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) Planned Development Site Plan and conditions thereon as approved by the City Council and applicable laws and regulations.

K.L. 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 Thomasville Planned Development, the Developer and the City desire to set forth the parties' obligations with respect to the Development according to the Final (Stage II) Planned Development Site Plan.

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 Planned Development consisting of no more than 60 detached residential site condominium units on the approximately 11.635± acres of real property located at on the south side of Eleven Mile Road, ¼ mile west of Pontiac Trail, in the City of South Lyon, more fully described on the attached **Exhibit A** (the "Property") to be known as Thomasville.

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 (PD) 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 Agreement are and shall be deemed to be of benefit to the Property and shall run with and bind the Property and shall bind and inure to the benefit of the successors and assigns of the parties to this Agreement.

D. Maximum Number of Units. The Development shall consist of no more than 60 residential detached site condominium units as shown on Sheet ___ of the Final (Stage II) Site Plan;

E. The Developer agrees to develop the Property in accordance with the terms and conditions of this Agreement.

F. All development, use, and improvement 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 defined in Section 3 below, and federal and state laws for the respective components of the Thomasville Planned Development.

3. DEVELOPMENT AS A PLANNED 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) Planned Development Site Plan for Thomasville approved by City Council prepared by Monument Engineering Group Associates, Inc. (MEGA), Job No. 14-137, dated , 2015-8-16, and last revised on , 2016- -16 which includes:

- ~~i. Sheet 1~~
- ~~ii. Sheet 2~~
- ~~iii. Sheet 3~~
- ~~iv. Sheet 4~~

| | | |
|--------------|---------------|---------------------------------------|
| <u>Sheet</u> | <u>G-1.0</u> | <u>Cover Sheet</u> |
| <u>Sheet</u> | <u>V-1.0</u> | <u>Topographic Survey (by others)</u> |
| <u>Sheet</u> | <u>V-2.0</u> | <u>Tree Survey</u> |
| <u>Sheet</u> | <u>V-2.1</u> | <u>Tree Survey</u> |
| <u>Sheet</u> | <u>CD-1.0</u> | <u>Demolition Plan</u> |
| <u>Sheet</u> | <u>C-1.0</u> | <u>Site Plan</u> |
| <u>Sheet</u> | <u>C-1.1</u> | <u>Entrance Detail</u> |
| <u>Sheet</u> | <u>C-3.0</u> | <u>Utility Crossing Plan (West)</u> |

| | | |
|--------------|-----------------------|---|
| <u>Sheet</u> | <u>C-3.1</u> | <u>Utility Crossing Plan (East)</u> |
| <u>Sheet</u> | <u>C-4.0</u> | <u>Sanitary Sewer Plan (West)</u> |
| <u>Sheet</u> | <u>C-4.1</u> | <u>Sanitary Sewer Plan (East)</u> |
| <u>Sheet</u> | <u>C-4.2 to 4.4</u> | <u>Sanitary Sewer Profiles</u> |
| <u>Sheet</u> | <u>C-5.0</u> | <u>Water Main Plan (West)</u> |
| <u>Sheet</u> | <u>C-5.1</u> | <u>Water Main Plan (East)</u> |
| <u>Sheet</u> | <u>C-6.0</u> | <u>Storm Sewer Plan (West)</u> |
| <u>Sheet</u> | <u>C-6.1</u> | <u>Storm Sewer Plan (East)</u> |
| <u>Sheet</u> | <u>C-6.2 to 6.4</u> | <u>Storm Sewer Profiles</u> |
| <u>Sheet</u> | <u>C-7.0</u> | <u>Grading and Soil Erosion and Sedimentation Plan (West)</u> |
| <u>Sheet</u> | <u>C-7.1</u> | <u>Grading and Soil Erosion and Sedimentation Plan (East)</u> |
| <u>Sheet</u> | <u>C-9.0</u> | <u>Storm Water Management Plan</u> |
| <u>Sheet</u> | <u>C-9.1</u> | <u>Storm Water Calculations</u> |
| <u>Sheet</u> | <u>C-9.2</u> | <u>Detention Basin Details</u> |
| <u>Sheet</u> | <u>C-10.0</u> | <u>Road Alignment Plan</u> |
| <u>Sheet</u> | <u>C-10.1</u> | <u>Lexington Drive Sta. 0+00 to 4+05</u> |
| <u>Sheet</u> | <u>C-10.2</u> | <u>Thomasville Sta. 100+00 to 106+51</u> |
| <u>Sheet</u> | <u>C-10.3</u> | <u>Thomasville Sta. 106+51 to 109+70</u> |
| <u>Sheet</u> | <u>C-10.4</u> | <u>Thomasville Sta. 109+70 to 114+94</u> |
| <u>Sheet</u> | <u>C-10.5</u> | <u>Thomasville Sta. 114+94 to 117+96</u> |
| <u>Sheet</u> | <u>C-11.0</u> | <u>Miscellaneous Details</u> |
| <u>Sheet</u> | <u>C-11.1</u> | <u>Emergency Access Gate and Lock Details</u> |
| <u>Sheet</u> | <u>C-11.2 to 11.6</u> | <u>City of South Lyon Details</u> |
| <u>Sheet</u> | <u>C-12.0 to 12.1</u> | <u>Specification and Notes</u> |
| <u>Sheet</u> | <u>L-101</u> | <u>Landscape Plan (East)</u> |
| <u>Sheet</u> | <u>L-102</u> | <u>Landscape Plan (West)</u> |

C. Any and all conditions on the Final (Stage II) Planned Development 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) Planned Development Site Plan for Thomasville Planned Development is approved, a reduced-size copy of it and the minutes of the South Lyon City Council meeting shall be attached to this Agreement as **Exhibits B and C**.

D. The approved ~~home and floor plans and elevation drawings~~ for dwellings for Thomasville Planned Development are attached as **Exhibit D**.

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

F. This Agreement and conditions imposed herein.

G. The Condominium Master Deed and ~~By-Laws~~Bylaws as required by Section 16 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.

Developer shall, with respect to the Property, comply with all applicable 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 applicable federal, state, county, and city standards, codes, regulations, ordinances and laws in effect at the time of development of the Property.

4. EFFECT OF PUD APPROVAL

The Thomasville Planned Development Ordinance reclassifies the zoning of the Property to Planned Development (PD) and constitutes the zoning and land use authorization for the Property, and all use and improvement of the Property shall be in conformity with such Ordinance and the Development Documents.

5. PERMITS AND AUTHORIZATIONS

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) Planned Development 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. PHASING

The Property shall be developed in a single phase.

7. WATER AND SANITARY SEWER

A. Developer shall, at its sole expense, construct and install improvements, facilities and/or connections tying into the municipal water and sanitary sewer systems. Such improvements shall be designed and constructed in accordance with the Final (Stage II) Planned Development Site Plan, the City's Engineering Design Standards, approved engineering plans, and all applicable federal, state, county, and city standards, codes, regulations, ordinances and laws. Developer shall dedicate easements and conveyances for, and shall post financial security relating to the completion of construction of the water and sanitary sewer improvements and facilities, ~~as-builts, and built plans,~~ and shall dedicate all such water and sewer system improvements in accordance with applicable City policies, procedures, ordinances, the Development Documents, and this Agreement. All water and sanitary sewer improvements and facilities shall remain common elements until dedication of same is accepted by the City of South Lyon or such other applicable agency. The City's consideration of and acceptance of dedications of water and sanitary sewer improvements in the Development shall be as and when determined by the City.

B. No water or sanitary sewer manholes, water gate stops, meter boxes, or curb stops for the water supply or sanitary sewer system shall be located in driveway approaches, sidewalks or other hard or paved surfaces.

C. Developer shall assume all risks associated with any non-availability of water and/or sanitary sewers to serve the Development or structures within it, including without limitation, uninhabitable buildings and fire protection risks.

8. STORMWATER

Developer shall, at its sole expense, construct and maintain a storm water drainage system for the Development, which shall include both on-site and off-site improvements as necessary, in accordance with the Development Documents, the approved Final (Stage II) Planned Development Site Plan, and all applicable ordinances, laws, codes, standards and regulations. At a minimum, the stormwater drainage improvements and facilities shall be designed in accordance with, satisfy, meet and comply with all applicable County and City standards or other applicable ordinances, codes, regulations, and standards.

9. ROADS AND SIDEWALKS

A. All roads, entranceways, drives, sidewalks, and walkways shall be constructed by Developer, at its sole expense, to Road Commission for ~~Oakland~~Oakland County standards in accordance with the Development Documents, the Final (Stage II) Planned Development Site Plan, approved engineering plans, the City's Engineering Design Standards, this Agreement, and all applicable City Ordinances.

B. The roads in the Development shall be private roads.

C. The roads in the Development shall be constructed with 3018-inch layback mountable curb and gutter.

D. Developer shall post financial security relating to the completion of construction of all road, entranceways, drives, sidewalks, and walkways.

E. The Eleven Mile Road approach improvements will require review and approval of the Road Commission for Oakland County and shall be constructed to comply with such requirements and standards.

F. Lexington Drive shall be paved from the existing pavement in the adjacent Colonial Acres development to Eleven Mile Road, and a gated emergency access gate shall be installed in accordance with the Final (Stage II) Planned Development Site Plan and Development Documents.

G. An emergency access easement has been provided for the benefit of the Development over the adjacent property to the south of the Property, which is recorded at Liberty Page, Oakland County Records. The emergency access easement provides ingress and egress for emergency service providers including without limitation, fire and police protection, ambulance, and fire and rescue services. It also provides general pedestrian access. The emergency access easement is a private easement for the benefit of the Development. The Developer and Association shall ~~not~~ take any action affecting ~~the~~ emergency access easement area contrary to the use ~~of~~ the easement area for purposes of emergency access. The emergency access gate and easement area shall be maintained, at all time, clear for use by emergency service providers, including but not limited to snow and ice removal, keeping the area free from trees, shrubs, or other landscaping, removal of ~~overhanging~~ overhanging tree branches to a height of not less than 20 feet, and shall meet minimum weight requirements of applicable codes and ordinances. In the event that the Association and/or the owner of the adjacent easement property does not maintain the emergency access easement area, it shall be maintained by the Association as it would maintain any of its other Common Elements, and the costs thereof shall be borne by the Association. Snow will be removed from the emergency access easement by the Association on a permanent basis. The City has the authority to enforce this provision by removing the snow from the emergency access easement and charging the Association the cost thereof. Further, the Association shall maintain the easement area clear of any and all obstructions at all times, including but not limited to vehicles, structures, and any other objects that may, or could impede emergency vehicles' access to the easement. The emergency access easement shall be gated so that it ~~is~~ is not used as a primary access to the Development. The Association shall provide any keys or codes required to open the gate to the City's Police and Fire Departments. The City shall have the right, but not the obligation, to enforce repair and maintenance of the emergency access easement in accordance with the Final (Stage II) Planned Development Site Plan and this Agreement against the Association. In the event that the Association fails to repair and maintain the emergency access easement, the City may enforce the obligation as provided for in Sections 17 and 18 of this Agreement, and as otherwise provided for in the Master Deed.

H. Sidewalks are subject to Sections 82-71 through 82-80 of the City of South Lyon Code of Ordinances, as amended, and the City shall have no obligation to maintain, repair, replace sidewalks in the Development. The City shall not have any obligation to clear snow and ice from sidewalks in the Development which is an obligation and responsibility of the unit owners and residents pursuant to Section 82-78 of the City of South Lyon Code of Ordinances.

I. The Developer and/or Association shall snow plow and otherwise remove snow from the roads until the roads are accepted for dedication by the City of South Lyon or such other applicable agency.

J. 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 concrete 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.

K. Prior to completion of the construction or paving of the roads, entranceways, 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.

10. BUFFERING

The Development shall include a landscape berm and evergreen buffer, to be installed by Developer, at its sole expense, consisting of minimum 10-foot tall evergreen trees along the east and south sides of the Development between it and the Colonial Acres development. This buffer shall comply with the approved Final (Stage II) Planned Development Site Plan and landscaping plans for the Development.

11. LANDSCAPING, LIGHTING, SIGNAGE, AND SCREENING

A. All landscaping, lighting, signage, and screening constructed on the Property shall fully comply with the Development Documents and all applicable City and other ordinances and regulations and other standards applicable to the Development.

B. Street lights shall be and remain a common element and 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.

12. OPEN SPACE AND NATURAL FEATURES

A. The pond and perimeter trees shall be preserved during construction and as part of the Development.

B. The open spaces and natural areas designated on the Final (Stage II) Planned Development Site Plan and/or landscape plans are intended to add to the overall aesthetics of the Development and to provide active and passive recreational areas for the residents of the Development, and to ensure their long-term preservation, the designated

open spaces and natural features shall be and are hereby perpetually preserved as open space and unimproved areas (other than improvements installed in accordance with the Final (Stage II) Planned Development Site Plan). These areas will be designated as general common elements in the Condominium Master Deeds and Bylaws, which shall also include a provision for the, as the case may be, maintenance, repair and preservation of the designated open spaces and natural features.

13. RESIDENTIAL DWELLING UNIT REQUIREMENTS AND RESTRICTIONS

All residential dwellings shall be constructed in accordance with and be consistent with the ~~home and floor plans and elevation drawings~~ for Thomasville dwellings provided to and approved by the South Lyon City Council as part of the Final (Stage II) Planned Development Site Plan (Exhibit 5B). Additionally, residential dwellings constructed in the Development shall comply with the following regulations:

A. Units in the Development shall be a minimum of 4,200 square feet in area on average.

B. Dwellings shall be constructed in accordance with the applicable governmental building codes and requirements. All dwellings to be erected, altered, placed or permitted on any ~~unit~~ shall conform with the following minimum size requirements as to total floor area:

i. One story – not less than 1,400 square feet

ii. Two-story – not less than 1,800 square feet with at least 1,000 square feet on the first story

iii. One and half story – not less than 1,600 square feet with at least 1,000 square feet on the first story

iv. Bi-levels, tri-levels, and multi-levels – not less than 1,800 square feet on the ~~level~~ levels at or above the approximate grade of the street abutting the front yard line.

C. Residential dwellings shall be constructed with a mixture of the following exterior features as shown on the ~~home and floor plans and elevation drawings~~: columns, gables, finials, lintels, windows, bays, dormers, cornices, porches, porticos, hips, shutters, architectural garage doors with windows, etc.

D. Exterior Materials. The following are prohibited as exterior materials for residential dwellings in the Development: aluminum siding, light gauge vinyl siding and vinyl siding of less than 0.45 gauge, 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.

E. Side and Rear Materials. The sides and rear of each residential dwelling shall have at least two (2) different exterior materials.

F. Roof Shingles. ~~Architectural (3-Three-tab)~~ roof shingles are ~~required at a minimum~~ prohibited.

G. Exterior Colors. The exteriors of residential dwellings shall be of traditional or contemporary color combinations, and Developer and builders shall offer a minimum of number exterior color combinations.

H. Product Variety and Anti-Monotony Rule. The same home and floor 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.

I. Each dwelling shall have one private attached garage.

J. Raised decks are prohibited. On-grade patios subject to applicable laws, ordinances, regulations, codes, and standards shall be permitted.

~~K. Street Trees. A minimum of two (2) street trees shall be provided for each unit.~~

14. COMPLETION OF IMPROVEMENTS

Developer shall be responsible for the construction of all improvements in the Development as shown on and contained in the Development Documents, at no cost to the City, as provided in this Agreement, including without limitation, all roads, drives, entranceways, sanitary sewer service system, water service system, storm water drainage system, detention and retention facilities, gas and electric utilities, lighting, signage, landscaping, landscaping amenities, sidewalks, pathways, walkways, barrier or screening walls, retaining walls, soil erosion and sedimentation controls, and any other improvements within or for the Development.

15. FINANCIAL ASSURANCES

A. Financial Assurances Required. Prior to commencing construction of the Development and to secure completion of the Common Improvements, including roads, entranceways, drives, emergency access, water system improvements, sanitary sewer system improvements, stormwater drainage system, sidewalks, pathways, walkways, buffers, landscaping, lighting, signage, screening, tree removal and replacement, street trees, and other general and limited common elements as determined by the City's engineer ("Common Improvements"), Developer shall provide financial assurances satisfactory to the City for completion, preservation, and maintenance of such improvements in accordance with this Agreement and the Development Documents. Such financial assurances shall be in the form of cash or an irrevocable and automatically renewing letter of credit, approved by the City and issued by an institution doing business in Oakland County, in an amount equal to one hundred fifty percent (150%) of the cost of completing the improvements designated by the City. The financial assurance shall require actual construction and installation of the Common Improvements within two (2) years after the issuance of the initial permit. The time limit may be extended for up to twelve (12) months at the City's discretion, upon determination that the work is proceeding toward completion and that the delay is not dilatory or unreasonable under the circumstances. In reaching this determination, the City may take into consideration any appropriate factors established by the Developer, including, but not limited to, weather conditions, delays in securing required permits or approvals from other regulatory agencies, and unforeseen economic events or conditions. A request for extension shall be in writing, accompanied by a schedule for completion of all remaining work. At the time an extension is requested, a site inspection will be

conducted, with the cost of such inspection being the Developer's responsibility, to confirm work remaining on the site.

B. Maintenance and Repair Guarantee. Concurrently with approval by the City of any Common Improvements, a two (2) year maintenance and repair guarantee in the form of cash, certified check, or an automatically renewing irrevocable letter of credit running from the date of the City's acceptance of the dedication of the Common Improvement equal to twenty-five percent (25%) of the construction costs for Common Improvements shall be provided by Developer. The maintenance and repair guarantee is to warrant the workmanship, materials, and design used in construction, and the successful operation and maintenance of the Common Improvements. 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.

C. Site Restoration Guarantee. Developer agrees to maintain the Common Improvements during construction of the Development and residential dwellings—and and to restore, repair, replace, or rebuild same if damaged during construction and until construction is completed as determined by the City Manager. The City shall require Developer to provide the City with a site restoration guarantee in the form of cash, certified check, or an automatically renewing irrevocable letter of credit in an amount equal to ten percent (10%) of the cost of the Common Improvements to be guaranteed to ensure Developer's obligations to maintain and restore the Property and Common Improvements damaged during construction.

D. Unit Deposit. Prior to issuance of a building permit for a residential dwelling, Developer or its successor and/or assigns, including a residential builder applying for a building permit, shall deposit with the City ~~three thousand~~ Three Thousand and no/100th dollars (\$3,000.00) in the form of cash, certified check, or an automatically renewing irrevocable letter of credit, whichever Developer elects, running to the City, to guarantee construction and completion of the grading, drainage, driveway, adjacent sidewalks, street trees, et cetera in accordance with this Agreement and the Development Documents. After a final certificate of occupancy for a dwelling is issued, any unused balance of a unit deposit shall be returned to whoever posted it if requested in writing to the City.

E. Reduction and Release. The building official may, after performing a site inspection at the written request of the Developer and determining that all fees due have been paid, rebate or reduce portions of a financial assurance, guarantee or deposit upon determination by the building official, in his sole discretion, that the improvements and/or actions for which that financial assurance, guarantee, or deposit was provided have been satisfactorily completed in accordance with the permit approved plans, any temporary certificate of occupancy, this Agreement, the Development Documents, and all other applicable laws, regulations, and ordinances. No such rebate or reduction shall occur until fifty percent (50%) of the value of all of the Common Improvements, based on an estimate of the value of labor and materials, for the Development are complete, and at no point shall the amount of the financial assurance, guarantee, or deposit held by the City be less than one hundred fifty percent (150%) of the cost to complete the remaining required Common Improvements or other improvements. The Developer is responsible for the actual cost of inspections requested. The amount of a financial assurance, guarantee, or deposit required may, in the City's sole discretion, be reduced by the amount of the financial assurance required by another governmental entity. If, at any time, the City determines that the funds remaining in the financial assurance, guarantee, or deposit are not, or may not be, sufficient to cover the remaining unpaid cost to complete construction of the Common Improvements or other work and unpaid fees or are otherwise insufficient, then, within

ten (10) days after demand by the City, the Developer shall increase the amount of the financial assurance, guarantee or deposit to be sufficient to pay the unpaid costs and fees. Failure to do so may result the City issuing stop work orders and shall be grounds for the City to retain any remaining balance and to draw down additional available funds. All unpaid fees will be deducted from this balance.

F. Inspections. All construction of Common Improvements and other construction are subject to and must be inspected by the City after the completion, as well as during the construction process according to applicable ordinances, laws, statutes, codes and regulations. Upon receipt of a written request for an inspection, the building official will inspect as soon as reasonably practicable thereafter which should generally occur within thirty (30) days. Periodic inspections may also be made at the discretion of the building official.

G. Default. The City may collect or execute against and/or use a financial assurance, guarantee, or deposit when work is not completed in a timely manner in accordance with applicable permits, this Agreement, or the Development Documents. The building official shall notify the applicant in writing of any such determination. *Default* means the failure to: (1) comply with performance guarantee requirements and conditions; (2) complete, in the specified time, any required improvements in accordance with the Development Documents, this Agreement, and applicable federal, state, county, and local laws, ordinances, regulations, and other requirements and with an approved site or plot plan or plat and any conditions thereto; (3) maintain, for the specified period of time, any required improvements in accordance with the Development Documents, this Agreement, and applicable federal, state, county, and local laws, ordinances, regulations, and other requirements and with an approved site or plot plan or plat and any conditions thereto; and (4) pay current fee and deposit balances when due.

H. In the event of a default, the City shall, following written notice and an opportunity to cure such default, as specified in the notice, have the right (but not the obligation) to use a financial assurance, guarantee, or deposit to complete the improvements or take the appropriate actions to achieve completion, and the application for site or plot plan or plat approval, building permit, temporary certificate of occupancy, or similar approvals shall be deemed to have authorized the right of the City to enter upon the Property to bring about such completion.

I. In the event a financial assurance, guarantee, or deposit posted is insufficient in amount to allow the City to complete the improvements and/or actions, the Developer shall be required to pay to the City such additional costs as are needed for the completion of such improvements and/or actions. Should the City use a financial assurance, guarantee, or deposit, or a portion thereof, to achieve such completion, any amounts remaining shall first be applied to the City's administrative costs, which shall be equal to twenty-five percent (25%) of the cost of such completion, and to payment of actual attorney's fees, consultant fees, and like fees expended in connection with securing the guarantee and completing the improvements and/or actions; the balance remaining thereafter (if any) shall be refunded to the applicant.

J. The Developer shall be responsible for ensuring that the required financial assurances, guarantees, and deposits remain in place until all Common Improvements and other improvements are completed, inspected, approved, and the financial assurance, guarantee or deposit has been released by the City. Irrevocable letters of credit shall not be permitted to lapse or expire without renewal or replacement. The City may call or collect upon any such financial assurance, guarantee, or deposit prior to its expiration if it reasonably appears to the City that the guarantee will be permitted to lapse or expire.

16. CONDOMINIUM MASTER DEED AND BYLAWS

A. 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~~approval 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, repair, and preserve all the common elements and improvements, including roads, entranceways, drives, sidewalks, pathways, walkways, driveways, water ~~systems~~system improvements, sanitary sewer system ~~improvements~~improvements, stormwater drainage system, open spaces, natural features, open area amenities, wetland areas, landscaping, buffers, greenbelts, lighting, signage, screening, setbacks, and any other general common elements and other improvements for or within the Development ("Common Improvements") in good working order and appearance at all times and in accordance with the Development Documents and this Agreement. The Master Deed shall also contain reference to the actions which may be taken by the City in the event the Developer or the Association fails to perform its maintenance and repair obligations under this Agreement. Additionally, the Master Deed shall identify and make reference to this Agreement and the obligations imposed there under.

B. Nothing in this Agreement is intended to prevent Developer from imposing more restrictive requirements and standards with respect to the Condominium in the Master Deed.

17. MAINTENANCE OBLIGATIONS

A. Provision for the continued maintenance of all Common Improvements is of major importance to the continued success of the Development. To ensure the proper installation and continued maintenance of the Common Improvements, the following standards are imposed, which shall be incorporated into the Condominium Master Deed and Bylaws.

B. Developer shall form and establish a non-profit corporation, which shall be known as the ~~Thomasville Condominium Association~~, or such other name as may be designated by Developer (the "Association"), to, inter alia, control and be responsible for the maintenance, repair, and preservation ("maintenance") of the Common Improvements, at no cost to the City, and to levy and collect assessments as necessary to pay the costs of such maintenance. Developer and every owner of a unit shall be members of the Association. All membership rights and ~~obligations~~obligations shall be ~~appurtenant~~appurtenant to such members' Condominium unit and may not be separated from the ownership of any unit.

C. Developer shall be responsible for the maintenance of the Common Improvements. Developer's maintenance obligations shall continue until such time as the Developer's maintenance obligations have been assigned and conveyed to the Association as provided for under State law and/or the Master Deed for the Property and Development.

D. In the event the Developer and/or Association, at any time, fail to carry out the aforementioned responsibilities and obligations pertaining to maintain all Common ~~Improvements~~Improvements in the Development, the City shall have the right to serve written notice upon the owner(s) setting forth the deficiencies in maintenance, repair and/or preservation. The notice shall also set forth a demand that such deficiencies be cured within a stated reasonable time period, and the subsequent date, time, and place of hearing before the

City Council, or such other board, body or official delegated by the City Council, for the purpose of allowing the Developer and/or Association to be heard as to why the City should not proceed with the maintenance, repairs, and/or preservation which had not been undertaken. At the hearing, the City Council may take action to extend the time for curing the deficiencies, and the date of the hearing itself may be extended and/or continued to a date certain. If following the hearing, the City Council or the board, body, or official designated to conduct the hearing, shall determine that the maintenance, repairs, and/or preservation have not been completed within the time specified in the notice, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Development and Property, or any portion of it, or cause its agents or contractors to enter ~~thereon~~ thereon, and perform such maintenance, repairs and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance, repairs, and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, 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 Development and/or Association and such amounts shall constitute a lien on a pro rata basis as to each unit in the Development. The City may require the payment of such monies prior to the commencement of work. Any such invoice not paid within thirty (30) days following the delivery of the invoice shall bear interest at a rate of one and one-half percent (1 1/2%) per month until paid. Further, if such costs and expenses have not been paid within thirty (30) days of a billing to the Developer and/or Association, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata as to each unit, and shall accrue interest 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. In the discretion of the City, such costs and expenses may also be collected by suit initiated against the Developer and/or Association, and, in such event, the owner(s) 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.

E. Should the failure to maintain the Common 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 Common Improvements be determined to be a public or private nuisance, the same shall be abated pursuant to City ordinances.

18. CITY ENFORCEMENT

In the event there is a failure to comply with or timely or properly perform any obligation or undertaking required under or in accordance with the Development Documents, the City may serve written notice upon the Developer and all other record owners of real property within the Development setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the City Council, or such other board, body, or official delegated by the City Council, for the purpose of allowing the violating party an opportunity to be heard as to why the City should not proceed with the actions set forth in (A) through (C) below. At any such hearing, the time for curing and

the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event the City determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the City Council, or such other board, body, or official designated to conduct the hearing, shall determine in its discretion, that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by the City in its discretion, the City shall thereupon have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under City ordinances and/or State laws:

A. ~~Enter~~The City may enter on to and upon the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate. The cost and expense of making and financing such actions by the City, including notices by the City and legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five percent (25%) of the total of all such costs and expenses incurred, shall be paid by the Developer within thirty (30) days of a billing to the Developer. The payment obligation under this paragraph shall be secured by a lien against any condominium units in the Development that are not, at the time, occupied under a valid certificate of occupancy issued by the City, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided pursuant to this Section, or in emergency circumstances the date at which the City incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing which has been unpaid by the Developer for more than thirty (30) days on the delinquent tax rolls of the City relative to and any condominium units within the Development that are not, at the time, occupied under a valid certificate of occupancy issued by the City, to accumulate interest and penalties, and to be deemed and collected, as and in the same manner as made and provided for collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Developer, and, in such event, the Developer shall pay all court costs and attorney fees incurred by the City in connection with such suit if the City prevails in collecting funds thereby.

B. ~~Initiate~~The City may initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the Development Documents. A breach of this Agreement by Developer shall constitute a nuisance *per se* which shall be abated. The Developer and the City therefore agree that, in the event of a failure to comply with or timely and properly perform any obligation or undertaking required under or in accordance with the Development Documents, the City shall, in addition any other relief to which it may be entitled at law or in equity, be entitled under this Agreement to relief in the form of specific performance and an order of the court requiring abatement of the nuisance *per se*. In the event the City obtains any relief as a result of such litigation, the violating party shall pay all court costs and attorney and witness fees incurred by the City in connection with such suit.

C. The City may issue a stop work order as to any or all aspects of the Development, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development regardless of whether the violating party is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Development.

19. 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 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.

20. ACCESS TO PROPERTY

In all instances in which the City, pursuant to this Agreement, utilizes the proceeds of a Financial Assurance provided to secure completion or maintenance of Common 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 Common Improvements, and for the purposes of inspecting for compliance with and enforcement of the Final (Stage II) Planned Development Site Plan and this Agreement.

21. VARIANCES/WAIVERS

Subject to Section 22, requests for dimensional variances or waivers as to Units and dwellings shall be submitted to the Planning Commission for review and decision.

22. CHANGES AND ALTERATIONS TO DEVELOPMENT DOCUMENTS

A. 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 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.

B. 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 his or her sole discretion, whether a requested change or alteration is minor or major.

C. Minor changes and alterations are slight changes, and the following are illustrative examples of minor changes or alterations:

- i. Correcting non-material errors;
- ii. Adding or altering Home Plans, residential dwelling or model elevation drawings, or architectural features, building facades, exterior building materials;
- iii. Changes in exterior residential dwelling colors;
- iv. Slight changes to berms or landscaping, including plant species and materials;
- v. Slight changes to site access or circulation;
- vi. Changes requested by the city, county, or state for safety reasons.

D. 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.

23. 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) Planned Development Site Plan, this 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 Agreement and bind the Property covered herein.

24. MISCELLANEOUS PROVISIONS

A. Agreement Jointly Drafted. The Developer and City have negotiated the terms of the Development Documents, and such documentation represents the product of the joint efforts and mutual agreements of the parties. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of the Development Documents, and Developer shall not be permitted in the future to claim that the effect of this Agreement and the Development Documents results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of the Development Documents cause an inverse condemnation, other condemnation or taking of all or any portion of the Property. Furthermore, it is agreed that the improvements and undertakings described in the Development Documents are necessary and roughly proportional to the burden imposed and are necessary in order to: (i) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property, and the increased service and facility loads caused by the Development; (ii) protect the natural environment and conserve natural resources; (iii) ensure compatibility with adjacent uses of land; (iv) promote use of the Property in a socially, environmentally, and economically desirable manner; and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3301 *et seq.* It is further agreed

and acknowledged hereby that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property, and all such improvements without exception are clearly and substantially related to the City's legitimate interests in protecting the public health, safety, and general welfare. The parties acknowledge and agree that such improvements, both on-site and off-site, have been found to be necessary and constitute a recognizable and material benefit to the ultimate users of the Planned Development and to the community, which benefit would otherwise be unlikely to be achieved without the Planned Development and are an important component of the Planned Development upon which the City relied in its consideration and approval of the Thomasville Planned Development. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the Developer and the City.

B. **Ambiguities and Inconsistencies.** Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the Development Documents which apply, the City, in the reasonable exercise of its discretion, shall determine whether the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, or other City Ordinances, codes, policies, standards, or other regulations shall be applicable provided it finds that such determination is not inconsistent with the nature and intent of the Development Documents. In the event of a conflict or inconsistency between two or more provisions of the Development Documents, the more restrictive provision, as determined in the reasonable discretion of the City, shall apply.

C. **Running with the Land.** This Agreement shall run with the land constituting the Property, and shall be binding upon and inure to the benefit of the Developer and City and all of their respective heirs, successors, assigns, and transferees. The parties acknowledge that the Property is subject to changes in ownership and/or control at any time, but that heirs, successors, assigns and transferees shall take their interest subject to the terms of this Agreement, and all references to "Developer" in this Agreement shall also include all heirs, successors, and assigns of the Developer. The parties also acknowledge that the members of the City Council and/or the City Administration and/or its departments may change, but the City shall nonetheless remain bound by this Agreement.

D. **Governing Law.** This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in courts located in Michigan. The parties understand and agree that this Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable laws.

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

F. **Additional Council Conditions.** Developer acknowledges that subsequent to the recommendation of approval of the Agreement by the South Lyon Planning Commission that the South Lyon City Council may require additional conditions that will be incorporated into said Agreement before it is presented to Developer for signature and such conditions shall be enforceable against Developer.

G. Amendment. This Agreement may not be amended, modified, replaced, or terminated without the prior written consent of the parties to this Agreement. Developer shall have the right to delegate its rights and obligations under this Agreement to the Association. Until the rights and responsibilities under this Agreement are transferred to the Association, Developer and the City shall be entitled to amend, modify, replace, or terminate this Agreement, without requiring the consent of any person or entity whatsoever, regardless of whether such person has any interest in the Property, including unit owners, mortgagees, and others. Following the date, the rights and obligations under this Agreement are transferred or otherwise conveyed to the Association, only the Association and the City shall be entitled to amend, modify, replace, or terminate this Agreement.

H. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the enforceability or validity of the remaining provisions which shall remain in full force and effect and this Agreement shall be constructed and construed in all respects as if any invalid or unenforceable provision were omitted.

I. Notices. Any and all notices permitted or required to be given shall be in writing and sent either by mail or personal delivery to the address first above given.

J. Non-waiver. No failure or delay on the part of any party in exercising any right, power, or privileged under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

K. Incorporation of Documents. The recitals contained in this 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 Agreement.

L. Binding Effect. This 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 Agreement shall run with the Property.

M. Recordation. A copy of this Agreement shall be recorded 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.

N. Counterpart Copies. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

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

CITY OF SOUTH LYON,
a Michigan Municipal Corporation

By: _____
John Galeas, Jr., its Mayor

| | |
|--|--|
| By: _____ | |
| <u>SOUTH LYON 60 UNIT DETACHED CONDO LLC, a Michigan Limited Liability Company</u> | <u>Lisa Deaton, its Clerk</u> <u>CITY OF SOUTH LYON,</u> <u>A Michigan Municipal Corporation</u> |
| By: _____ Name: _____ Title: _____ | By: _____ <u>John Galeas, Jr., its Mayor</u> |
| | By: _____ <u>Lisa Deaton, its Clerk</u> |

DRAFT

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by John Galeas, Jr., 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 _____, 2016.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

SOUTH LYON 60 UNIT DETACHED CONDO LLC,
a Michigan Limited Liability Company

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by _____
the _____ for South Lyon 60 Unit Detached Condo LLC, on the _____ day of
_____, 2016.

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

Thomasville PD Agreement - draft 2016-07-2008-02.docx

DRAFT

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 19, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY MICHIGAN MORE FULLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 19, THENCE N 89°30'34" W 102.27 FEET ALONG THE NORTH LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING; THENCE S 00°37'38" W 380.75 FEET; THENCE S 87°38'26" W 164.63 FEET; THENCE S 00°29'48" W 40.53 FEET; THENCE S 77°55'48" W 160.32 FEET; THENCE N 89°26'55" W 272.74 FEET; THENCE S 43°24'20" W 173.88 FEET TO THE NORTHEASTERLY LINE OF THE C & O RAILROAD; THENCE N 46°01'24" W 859.35 FEET ALONG THE NORTH LINE OF THE C & O RAILROAD TO THE NORTH LINE OF SECTION 19; THENCE S 89°30'34" E 1336.46 FEET ALONG SAID NORTH SECTION LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS & ENCUMBRANCES OF RECORD.

Containing 11.635 (Gross)

Containing 10.636 AC (Net Usable- Less R/W)

Parcel Tax Number: 21-19-126-002 pt

DRAFT

EXHIBIT B
APPROVED FINAL (STAGE II) PLANNED DEVELOPMENT SITE PLAN
THOMASVILLE

DRAFT

APPROVED MINUTES OF _____, 2015, AND _____,
EXHIBIT C
2016 CITY COUNCIL MEETINGS

DRAFT

EXHIBIT D
~~LEGAL DESCRIPTION OF OPEN SPACES AND NATURAL AREAS~~

DRAFT

EXHIBIT E
~~HOME AND FLOOR PLANS AND DWELLING ELEVATION DRAWINGS~~

DRAFT

THOMASVILLE
PLANNED DEVELOPMENT AGREEMENT

Entered into between:

The City of South Lyon, a Michigan Municipal Corporation

and

South Lyon 60 Unit Detached Condo LLC, a Michigan limited liability company

Dated: August ____, 2016

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THOMASVILLE

PLANNED DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ of August, 2016, 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 South Lyon 60 Unit Detached Condo LLC ("Developer"), a Michigan Limited Liability Company, whose address is 101 W. Big Beaver, 10th Floor, Troy, Michigan 48084.

Developer: South Lyon 60 Unit Detached Condo LLC

Project Engineer: Monument Engineering Group Associates, Inc. (MEGA)

RECITALS:

A. This Planned Development Agreement covers a parcel of real property containing approximately 11.635± acres, located on the south side of Eleven Mile Road, ¼ mile west of Pontiac Trail, 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 Developer's predecessor voluntarily proposed rezoning and development of the Property as a residential Planned Development consisting of an 60 unit detached single-family residential site condominium to be known as Thomasville. Developer is the developer and proprietor of the Thomasville site condominium (the "Development").

C. Developer's predecessor previously applied for approval of an amendment to the City of South Lyon's Zoning Ordinance rezoning the Property from RM-1 District (Multiple 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 as defined below in Section 3 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 RM-1 zoning district and would be a distinct and material benefit and advantage to the Developer.

F. On August 13, 2015, the South Lyon Planning Commission recommended that the South Lyon City Council: i) approve the Developer's request to rezone the Property from RM-1 (Multiple Family Residential) to PD (Planned Development); and ii) approve the Preliminary (Stage I) Site Plan for the Thomasville planned development.

G. On November 23, 2015, the South Lyon City Council approved the Preliminary (Stage I) Site Plan for the Thomasville planned development with conditions as reflected in the minutes of the meeting.

H. On _____, 2016, the South Lyon City Council approved Ordinance No. ___-16 with conditions rezoning the Property from RM-1, (Multiple Family Residential) to PD (Planned Development) as reflected in the minutes of the meeting.

I. On July 28, 2016, the South Lyon Planning Commission recommended that the South Lyon City Council approve the Final (Stage II) Planned Development Site Plan for the Thomasville planned development with conditions.

J. On _____, 2016, the South Lyon City Council approved the Final (Stage II) Planned Development Site Plan for the Thomasville planned development subject to, among other things, approval of a Planned Development Agreement.

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

L. 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 Thomasville Planned Development, the Developer and the City desire to set forth the parties' obligations with respect to the Development according to the Final (Stage II) Planned Development Site Plan.

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 Planned Development consisting of no more than 60 detached residential site condominium units on the approximately 11.635± acres of real property located at on the south side of Eleven Mile Road, ¼ mile west of Pontiac Trail, in the City of South Lyon, more fully described on the attached **Exhibit A** (the "Property") to be known as Thomasville.

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 (PD) 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 Agreement are and shall be deemed to be of benefit to the Property and shall run with and bind the Property and shall bind and inure to the benefit of the successors and assigns of the parties to this Agreement.

D. Maximum Number of Units. The Development shall consist of no more than 60 residential detached site condominium units as shown on Sheet ___ of the Final (Stage II) Site Plan;

E. The Developer agrees to develop the Property in accordance with the terms and conditions of this Agreement.

F. All development, use, and improvement 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 defined in Section 3 below, and federal and state laws for the respective components of the Thomasville Planned Development.

3. DEVELOPMENT AS A PLANNED 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) Planned Development Site Plan for Thomasville approved by City Council prepared by Monument Engineering Group Associates, Inc. (MEGA), Job No. 14-137, dated 7-8-16, and last revised on _____-16 which includes:

| | | |
|-------|--------------|--------------------------------|
| Sheet | G-1.0 | Cover Sheet |
| Sheet | V-1.0 | Topographic Survey (by others) |
| Sheet | V-2.0 | Tree Survey |
| Sheet | V-2.1 | Tree Survey |
| Sheet | CD-1.0 | Demolition Plan |
| Sheet | C-1.0 | Site Plan |
| Sheet | C-1.1 | Entrance Detail |
| Sheet | C-3.0 | Utility Crossing Plan (West) |
| Sheet | C-3.1 | Utility Crossing Plan (East) |
| Sheet | C-4.0 | Sanitary Sewer Plan (West) |
| Sheet | C-4.1 | Sanitary Sewer Plan (East) |
| Sheet | C-4.2 to 4.4 | Sanitary Sewer Profiles |
| Sheet | C-5.0 | Water Main Plan (West) |

| | | |
|-------|----------------|--|
| Sheet | C-5.1 | Water Main Plan (East) |
| Sheet | C-6.0 | Storm Sewer Plan (West) |
| Sheet | C-6.1 | Storm Sewer Plan (East) |
| Sheet | C-6.2 to 6.4 | Storm Sewer Profiles |
| Sheet | C-7.0 | Grading and Soil Erosion and Sedimentation Plan (West) |
| Sheet | C-7.1 | Grading and Soil Erosion and Sedimentation Plan (East) |
| Sheet | C-9.0 | Storm Water Management Plan |
| Sheet | C-9.1 | Storm Water Calculations |
| Sheet | C-9.2 | Detention Basin Details |
| Sheet | C-10.0 | Road Alignment Plan |
| Sheet | C-10.1 | Lexington Drive Sta. 0+00 to 4+05 |
| Sheet | C-10.2 | Thomasville Sta. 100+00 to 106+51 |
| Sheet | C-10.3 | Thomasville Sta. 106+51 to 109+70 |
| Sheet | C-10.4 | Thomasville Sta. 109+70 to 114+94 |
| Sheet | C-10.5 | Thomasville Sta. 114+94 to 117+96 |
| Sheet | C-11.0 | Miscellaneous Details |
| Sheet | C-11.1 | Emergency Access Gate and Lock Details |
| Sheet | C-11.2 to 11.6 | City of South Lyon Details |
| Sheet | C-12.0 to 12.1 | Specification and Notes |
| Sheet | L-101 | Landscape Plan (East) |
| Sheet | L-102 | Landscape Plan (West) |
| Sheet | W-101 | Woodland Impact Plan |

C. Any and all conditions on the Final (Stage II) Planned Development 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) Planned Development Site Plan for Thomasville Planned Development is approved, a reduced-size copy of it and the minutes of the South Lyon City Council meeting shall be attached to this Agreement as **Exhibits B and C**.

D. The approved elevation drawings for dwellings for Thomasville Planned Development are attached as **Exhibit D**.

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

F. This Agreement and conditions imposed herein.

G. The Condominium Master Deed and Bylaws as required by Section 16 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.

Developer shall, with respect to the Property, comply with all applicable 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 applicable federal, state, county, and city standards, codes, regulations, ordinances and laws in effect at the time of development of the Property.

4. EFFECT OF PUD APPROVAL

The Thomasville Planned Development Ordinance reclassifies the zoning of the Property to Planned Development (PD) and constitutes the zoning and land use authorization for the Property, and all use and improvement of the Property shall be in conformity with such Ordinance and the Development Documents.

5. PERMITS AND AUTHORIZATIONS

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) Planned Development 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. PHASING

The Property shall be developed in a single phase.

7. WATER AND SANITARY SEWER

A. Developer shall, at its sole expense, construct and install improvements, facilities and/or connections tying into the municipal water and sanitary sewer systems. Such improvements shall be designed and constructed in accordance with the Final (Stage II) Planned Development Site Plan, the City's Engineering Design Standards, approved engineering plans, and all applicable federal, state, county, and city standards, codes, regulations, ordinances and laws. Developer shall dedicate easements and conveyances for, and shall post financial security

relating to the completion of construction of the water and sanitary sewer improvements and facilities, as-built plans, and shall dedicate all such water and sewer system improvements in accordance with applicable City policies, procedures, ordinances, the Development Documents, and this Agreement. All water and sanitary sewer improvements and facilities shall remain common elements until dedication of same is accepted by the City of South Lyon or such other applicable agency. The City's consideration of and acceptance of dedications of water and sanitary sewer improvements in the Development shall be as and when determined by the City.

B. No water or sanitary sewer manholes, water gate stops, meter boxes, or curb stops for the water supply or sanitary sewer system shall be located in driveway approaches, sidewalks or other hard or paved surfaces.

C. Developer shall assume all risks associated with any non-availability of water and/or sanitary sewers to serve the Development or structures within it, including without limitation, uninhabitable buildings and fire protection risks.

8. STORMWATER

Developer shall, at its sole expense, construct and maintain a storm water drainage system for the Development, which shall include both on-site and off-site improvements as necessary, in accordance with the Development Documents, the approved Final (Stage II) Planned Development Site Plan, and all applicable ordinances, laws, codes, standards and regulations. At a minimum, the stormwater drainage improvements and facilities shall be designed in accordance with, satisfy, meet and comply with all applicable County and City standards or other applicable ordinances, codes, regulations, and standards.

9. ROADS AND SIDEWALKS

A. All roads, entranceways, drives, sidewalks, and walkways shall be constructed by Developer, at its sole expense, to Road Commission for Oakland County standards in accordance with the Development Documents, the Final (Stage II) Planned Development Site Plan, approved engineering plans, the City's Engineering Design Standards, this Agreement, and all applicable City Ordinances.

B. The roads in the Development shall be private roads.

C. The roads in the Development shall be constructed with 18-inch layback mountable curb and gutter.

D. Developer shall post financial security relating to the completion of construction of all road, entranceways, drives, sidewalks, and walkways.

E. The Eleven Mile Road approach improvements will require review and approval of the Road Commission for Oakland County and shall be constructed to comply with such requirements and standards.

F. Lexington Drive shall be paved from the existing pavement in the adjacent Colonial Acres development to Eleven Mile Road, and a gated emergency access gate shall be installed in accordance with the Final (Stage II) Planned Development Site Plan and Development Documents.

G. An emergency access easement has been provided for the benefit of the Development over the adjacent property to the south of the Property, which is recorded at Liberty, Page 1, Oakland County Records. The emergency access easement provides ingress and egress for emergency service providers including without limitation, fire and police protection, ambulance, and fire and rescue services. It also provides general pedestrian access. The emergency access easement is a private easement for the benefit of the Development. The Developer and Association shall not take any action affecting the emergency access easement area contrary to the use of the easement area for purposes of emergency access. The emergency access gate and easement area shall be maintained, at all time, clear for use by emergency service providers, including but not limited to snow and ice removal, keeping the area free from trees, shrubs, or other landscaping, removal of overhanging tree branches to a height of not less than 20 feet, and shall meet minimum weight requirements of applicable codes and ordinances. In the event that the Association and/or the owner of the adjacent easement property does not maintain the emergency access easement area, it shall be maintained by the Association as it would maintain any of its other Common Elements, and the costs thereof shall be borne by the Association. Snow will be removed from the emergency access easement by the Association on a permanent basis. The City has the authority to enforce this provision by removing the snow from the emergency access easement and charging the Association the cost thereof. Further, the Association shall maintain the easement area clear of any and all obstructions at all times, including by not limited to vehicles, structures, and any other objects that may, or could impede emergency vehicles' access to the easement. The emergency access easement shall be gated so that it is not used as a primary access to the Development. The Association shall provide any keys or codes required to open the gate to the City's Police and Fire Departments. The City shall have the right, but not the obligation, to enforce repair and maintenance of the emergency access easement in accordance with the Final (Stage II) Planned Development Site Plan and this Agreement against the Association. In the event that the Association fails to repair and maintain the emergency access easement, the City may enforce the obligation as provided for in Sections 17 and 18 of this Agreement, and as otherwise provided for in the Master Deed.

H. Sidewalks are subject to Sections 82-71 through 82-80 of the City of South Lyon Code of Ordinances, as amended, and the City shall have no obligation to maintain, repair, replace sidewalks in the Development. The City shall not have any obligation to clear snow and ice from sidewalks in the Development which is an obligation and responsibility of the unit owners and residents pursuant to Section 82-78 of the City of South Lyon Code of Ordinances.

I. The Developer and/or Association shall snow plow and otherwise remove snow from the roads until the roads are accepted for dedication by the City of South Lyon or such other applicable agency.

J. 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 concrete 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.

K. Prior to completion of the construction or paving of the roads, entranceways, 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.

10. BUFFERING

The Development shall include a landscape berm and evergreen buffer, to be installed by Developer, at its sole expense, consisting of minimum 10-foot tall evergreen trees along the east and south sides of the Development between it and the Colonial Acres development. This buffer shall comply with the approved Final (Stage II) Planned Development Site Plan and landscaping plans for the Development.

11. LANDSCAPING, LIGHTING, SIGNAGE, AND SCREENING

A. All landscaping, lighting, signage, and screening constructed on the Property shall fully comply with the Development Documents and all applicable City and other ordinances and regulations and other standards applicable to the Development.

B. Street lights shall be and remain a common element and 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.

12. OPEN SPACE AND NATURAL FEATURES

A. The pond and perimeter trees shall be preserved during construction and as part of the Development.

B. The open spaces and natural areas designated on the Final (Stage II) Planned Development Site Plan and/or landscape plans are intended to add to the overall aesthetics of the Development and to provide active and passive recreational areas for the residents of the Development, and to ensure their long-term preservation, the designated open spaces and natural features shall be and are hereby perpetually preserved as open space and unimproved areas (other than improvements installed in accordance with the Final (Stage II) Planned Development Site Plan). These areas will be designated as general common elements in the Condominium Master Deeds and Bylaws, which shall also include a provision for the, as the case may be, maintenance, repair and preservation of the designated open spaces and natural features.

13. RESIDENTIAL DWELLING UNIT REQUIREMENTS AND RESTRICTIONS

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

- A. Units in the Development shall be a minimum of 4,200 square feet in area on average.
- B. Dwellings shall be constructed in accordance with the applicable governmental building codes and requirements. All dwellings to be erected, altered, placed or permitted on any unit shall conform with the following minimum size requirements as to total floor area:
- i. One story – not less than 1,400 square feet
 - ii. Two-story – not less than 1,800 square feet with at least 1,000 square feet on the first story
 - iii. One and half story – not less than 1,600 square feet with at least 1,000 square feet on the first story
 - iv. Bi-levels, tri-levels, and multi-levels – not less than 1,800 square feet on the levels at or above the approximate grade of the street abutting the front yard line.
- C. Residential dwellings shall be constructed with a mixture of the following exterior features as shown on the elevation drawings: columns, gables, finials, lintels, windows, bays, dormers, cornices, porches, porticos, hips, shutters, architectural garage doors with windows, etc.
- D. Exterior Materials. The following are prohibited as exterior materials for residential dwellings in the Development: aluminum siding, light gauge vinyl siding and vinyl siding of less than 0.45 gauge, 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.
- E. Side and Rear Materials. The sides and rear of each residential dwelling shall have at least two (2) different exterior materials.
- F. Roof Shingles. Three-tab roof shingles are prohibited.
- G. Exterior Colors. The exteriors of residential dwellings shall be of traditional or contemporary color combinations, and Developer and builders shall offer a minimum of number exterior color combinations.
- H. Product Variety and Anti-Monotony Rule. The same 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.
- I. Each dwelling shall have one private attached garage.
- J. Raised decks are prohibited. On-grade patios subject to applicable laws, ordinances, regulations, codes, and standards shall be permitted.

14. COMPLETION OF IMPROVEMENTS

Developer shall be responsible for the construction of all improvements in the Development as shown on and contained in the Development Documents, at no cost to the City, as provided in this Agreement, including without limitation, all roads, drives, entranceways, sanitary sewer service system, water service system, storm water drainage system, detention and retention facilities, gas and electric utilities, lighting, signage, landscaping, landscaping amenities, sidewalks, pathways, walkways, barrier or screening walls, retaining walls, soil erosion and sedimentation controls, and any other improvements within or for the Development.

15. FINANCIAL ASSURANCES

A. Financial Assurances Required. Prior to commencing construction of the Development and to secure completion of the Common Improvements, including roads, entranceways, drives, emergency access, water system improvements, sanitary sewer system improvements, stormwater drainage system, sidewalks, pathways, walkways, buffers, landscaping, lighting, signage, screening, tree removal and replacement, street trees, and other general and limited common elements as determined by the City's engineer ("Common Improvements"), Developer shall provide financial assurances satisfactory to the City for completion, preservation, and maintenance of such improvements in accordance with this Agreement and the Development Documents. Such financial assurances shall be in the form of cash or an irrevocable and automatically renewing letter of credit, approved by the City and issued by an institution doing business in Oakland County, in an amount equal to one hundred fifty percent (150%) of the cost of completing the improvements designated by the City. The financial assurance shall require actual construction and installation of the Common Improvements within two (2) years after the issuance of the initial permit. The time limit may be extended for up to twelve (12) months at the City's discretion, upon determination that the work is proceeding toward completion and that the delay is not dilatory or unreasonable under the circumstances. In reaching this determination, the City may take into consideration any appropriate factors established by the Developer, including, but not limited to, weather conditions, delays in securing required permits or approvals from other regulatory agencies, and unforeseen economic events or conditions. A request for extension shall be in writing, accompanied by a schedule for completion of all remaining work. At the time an extension is requested, a site inspection will be conducted, with the cost of such inspection being the Developer's responsibility, to confirm work remaining on the site.

B. Maintenance and Repair Guarantee. Concurrently with approval by the City of any Common Improvements, a two (2) year maintenance and repair guarantee in the form of cash, certified check, or an automatically renewing irrevocable letter of credit running from the date of the City's acceptance of the dedication of the Common Improvement equal to twenty-five percent (25%) of the construction costs for Common Improvements shall be provided by Developer. The maintenance and repair guarantee is to warrant the workmanship, materials, and design used in construction, and the successful operation and maintenance of the Common Improvements. 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.

C. Site Restoration Guarantee. Developer agrees to maintain the Common Improvements during construction of the Development and residential dwellings and to restore, repair, replace, or rebuild same if damaged during construction and until construction is completed as determined by the City Manager. The City shall require Developer to provide the

City with a site restoration guarantee in the form of cash, certified check, or an automatically renewing irrevocable letter of credit in an amount equal to ten percent (10%) of the cost of the Common Improvements to be guaranteed to ensure Developer's obligations to maintain and restore the Property and Common Improvements damaged during construction.

D. Unit Deposit. Prior to issuance of a building permit for a residential dwelling, Developer or its successor and/or assigns, including a residential builder applying for a building permit, shall deposit with the City Three Thousand and No/100th dollars (\$3,000.00) in the form of cash, certified check, or an automatically renewing irrevocable letter of credit, whichever Developer elects, running to the City, to guarantee construction and completion of the grading, drainage, driveway, adjacent sidewalks, street trees, et cetera in accordance with this Agreement and the Development Documents. After a final certificate of occupancy for a dwelling is issued, any unused balance of a unit deposit shall be returned to whoever posted it if requested in writing to the City.

E. Reduction and Release. The building official may, after performing a site inspection at the written request of the Developer and determining that all fees due have been paid, rebate or reduce portions of a financial assurance, guarantee or deposit upon determination by the building official, in his sole discretion, that the improvements and/or actions for which that financial assurance, guarantee, or deposit was provided have been satisfactorily completed in accordance with the permit, approved plans, any temporary certificate of occupancy, this Agreement, the Development Documents, and all other applicable laws, regulations, and ordinances. No such rebate or reduction shall occur until fifty percent (50%) of the value of all of the Common Improvements, based on an estimate of the value of labor and materials, for the Development are complete, and at no point shall the amount of the financial assurance, guarantee, or deposit held by the City be less than one hundred fifty percent (150%) of the cost to complete the remaining required Common Improvements or other improvements. The Developer is responsible for the actual cost of inspections requested. The amount of a financial assurance, guarantee, or deposit required may, in the City's sole discretion, be reduced by the amount of the financial assurance required by another governmental entity. If, at any time, the City determines that the funds remaining in the financial assurance, guarantee, or deposit are not, or may not be, sufficient to cover the remaining unpaid cost to complete construction of the Common Improvements or other work and unpaid fees or are otherwise insufficient, then, within ten (10) days after demand by the City, the Developer shall increase the amount of the financial assurance, guarantee or deposit to be sufficient to pay the unpaid costs and fees. Failure to do so may result the City issuing stop work orders and shall be grounds for the City to retain any remaining balance and to draw down additional available funds. All unpaid fees will be deducted from this balance.

F. Inspections. All construction of Common Improvements and other construction are subject to and must be inspected by the City after the completion, as well as during the construction process according to applicable ordinances, laws, statutes, codes and regulations. Upon receipt of a written request for an inspection, the building official will inspect as soon as reasonably practicable thereafter which should generally occur within thirty (30) days. Periodic inspections may also be made at the discretion of the building official.

G. Default. The City may collect or execute against and/or use a financial assurance, guarantee, or deposit when work is not completed in a timely manner in accordance with applicable permits, this Agreement, or the Development Documents. The building official shall notify the applicant in writing of any such determination. *Default* means the failure to: (1) comply

with performance guarantee requirements and conditions; (2) complete, in the specified time, any required improvements in accordance with the Development Documents, this Agreement, and applicable federal, state, county, and local laws, ordinances, regulations, and other requirements and with an approved site or plot plan or plat and any conditions thereto; (3) maintain, for the specified period of time, any required improvements in accordance with the Development Documents, this Agreement, and applicable federal, state, county, and local laws, ordinances, regulations, and other requirements and with an approved site or plot plan or plat and any conditions thereto; and (4) pay current fee and deposit balances when due.

H. In the event of a default, the City shall, following written notice and an opportunity to cure such default, as specified in the notice, have the right (but not the obligation) to use a financial assurance, guarantee, or deposit to complete the improvements or take the appropriate actions to achieve completion, and the application for site or plot plan or plat approval, building permit, temporary certificate of occupancy, or similar approvals shall be deemed to have authorized the right of the City to enter upon the Property to bring about such completion.

I. In the event a financial assurance, guarantee, or deposit posted is insufficient in amount to allow the City to complete the improvements and/or actions, the Developer shall be required to pay to the City such additional costs as are needed for the completion of such improvements and/or actions. Should the City use a financial assurance, guarantee, or deposit, or a portion thereof, to achieve such completion, any amounts remaining shall first be applied to the City's administrative costs, which shall be equal to twenty-five percent (25%) of the cost of such completion, and to payment of actual attorney's fees, consultant fees, and like fees expended in connection with securing the guarantee and completing the improvements and/or actions; the balance remaining thereafter (if any) shall be refunded to the applicant.

J. The Developer shall be responsible for ensuring that the required financial assurances, guarantees, and deposits remain in place until all Common Improvements and other improvements are completed, inspected, approved, and the financial assurance, guarantee or deposit has been released by the City. Irrevocable letters of credit shall not be permitted to lapse or expire without renewal or replacement. The City may call or collect upon any such financial assurance, guarantee, or deposit prior to its expiration if it reasonably appears to the City that the guarantee will be permitted to lapse or expire.

16. CONDOMINIUM MASTER DEED AND BYLAWS

A. 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 approval 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, repair, and preserve all the common elements and improvements, including roads, entranceways, drives, sidewalks, pathways, walkways, driveways, water system improvements, sanitary sewer system improvements, stormwater drainage system, open spaces, natural features, open area amenities, wetland areas, landscaping, buffers, greenbelts, lighting, signage, screening, setbacks, and any other general common elements and other improvements for or within the Development ("Common Improvements") in good working order and appearance at all times and in accordance with the Development Documents and this Agreement. The Master Deed shall also contain reference to the actions which may be taken by the City in the event the Developer or the

Association fails to perform its maintenance and repair obligations under this Agreement. Additionally, the Master Deed shall identify and make reference to this Agreement and the obligations imposed there under.

B. Nothing in this Agreement is intended to prevent Developer from imposing more restrictive requirements and standards with respect to the Condominium in the Master Deed.

17. MAINTENANCE OBLIGATIONS

A. Provision for the continued maintenance of all Common Improvements is of major importance to the continued success of the Development. To ensure the proper installation and continued maintenance of the Common Improvements, the following standards are imposed, which shall be incorporated into the Condominium Master Deed and Bylaws.

B. Developer shall form and establish a non-profit corporation, which shall be known as the Thomasville Condominium Association, or such other name as may be designated by Developer (the "Association") to, inter alia, control and be responsible for the maintenance, repair, and preservation ("maintenance") of the Common Improvements, at no cost to the City, and to levy and collect assessments as necessary to pay the costs of such maintenance. Developer and every owner of a unit shall be members of the Association. All membership rights and obligations shall be appurtenant to such members' Condominium unit and may not be separated from the ownership of any unit.

C. Developer shall be responsible for the maintenance of the Common Improvements. Developer's maintenance obligations shall continue until such time as the Developer's maintenance obligations have been assigned and conveyed to the Association as provided for under State law and/or the Master Deed for the Property and Development.

D. In the event the Developer and/or Association, at any time, fail to carry out the aforementioned responsibilities and obligations pertaining to maintain all Common Improvements in the Development, the City shall have the right to serve written notice upon the owner(s) setting forth the deficiencies in maintenance, repair and/or preservation. The notice shall also set forth a demand that such deficiencies be cured within a stated reasonable time period, and the subsequent date, time, and place of hearing before the City Council, or such other board, body or official delegated by the City Council, for the purpose of allowing the Developer and/or Association to be heard as to why the City should not proceed with the maintenance, repairs, and/or preservation which had not been undertaken. At the hearing, the City Council may take action to extend the time for curing the deficiencies, and the date of the hearing itself may be extended and/or continued to a date certain. If following the hearing, the City Council or the board, body, or official designated to conduct the hearing, shall determine that the maintenance, repairs, and/or preservation have not been completed within the time specified in the notice, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Development and Property, or any portion of it, or cause its agents or contractors to enter thereon, and perform such maintenance, repairs and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance, repairs, and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, 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 Development and/or Association and such amounts shall constitute a lien on a pro rata basis as to each unit in the Development. The City may require the payment of such monies prior to the commencement of work. Any such invoice

not paid within thirty (30) days following the delivery of the invoice shall bear interest at a rate of one and one-half percent (1 ½%) per month until paid. Further, if such costs and expenses have not been paid within thirty (30) days of a billing to the Developer and/or Association, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata as to each unit, and shall accrue interest 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. In the discretion of the City, such costs and expenses may also be collected by suit initiated against the Developer and/or Association, and, in such event, the owner(s) 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.

E. Should the failure to maintain the Common 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 Common Improvements be determined to be a public or private nuisance, the same shall be abated pursuant to City ordinances.

18. CITY ENFORCEMENT

In the event there is a failure to comply with or timely or properly perform any obligation or undertaking required under or in accordance with the Development Documents, the City may serve written notice upon the Developer and all other record owners of real property within the Development setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the City Council, or such other board, body, or official delegated by the City Council, for the purpose of allowing the violating party an opportunity to be heard as to why the City should not proceed with the actions set forth in (A) through (C) below. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event the City determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the City Council, or such other board, body, or official designated to conduct the hearing, shall determine in its discretion, that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by the City in its discretion, the City shall thereupon have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under City ordinances and/or State laws:

A. The City may enter on to and upon the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate. The cost and expense of making and financing such actions by the City, including notices by the City and legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five percent (25%) of the total of all such costs and expenses incurred, shall be paid by the Developer within thirty (30) days of a billing to the

Developer. The payment obligation under this paragraph shall be secured by a lien against any condominium units in the Development that are not, at the time, occupied under a valid certificate of occupancy issued by the City, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided pursuant to this Section, or in emergency circumstances the date at which the City incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing which has been unpaid by the Developer for more than thirty (30) days on the delinquent tax rolls of the City relative to and any condominium units within the Development that are not, at the time, occupied under a valid certificate of occupancy issued by the City, to accumulate interest and penalties, and to be deemed and collected, as and in the same manner as made and provided for collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Developer, and, in such event, the Developer shall pay all court costs and attorney fees incurred by the City in connection with such suit if the City prevails in collecting funds thereby.

B. The City may initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the Development Documents. A breach of this Agreement by Developer shall constitute a nuisance *per se* which shall be abated. The Developer and the City therefore agree that, in the event of a failure to comply with or timely and properly perform any obligation or undertaking required under or in accordance with the Development Documents, the City shall, in addition any other relief to which it may be entitled at law or in equity, be entitled under this Agreement to relief in the form of specific performance and an order of the court requiring abatement of the nuisance *per se*. In the event the City obtains any relief as a result of such litigation, the violating party shall pay all court costs and attorney and witness fees incurred by the City in connection with such suit.

C. The City may issue a stop work order as to any or all aspects of the Development, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development regardless of whether the violating party is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Development.

19. 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 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.

20. ACCESS TO PROPERTY

In all instances in which the City, pursuant to this Agreement, utilizes the proceeds of a Financial Assurance provided to secure completion or maintenance of Common 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 Common Improvements, and for the purposes of inspecting for compliance with and enforcement of the Final (Stage II) Planned Development Site Plan and this Agreement.

21. VARIANCES/WAIVERS

Subject to Section 22, requests for dimensional variances or waivers as to Units and dwellings shall be submitted to the Planning Commission for review and decision.

22. CHANGES AND ALTERATIONS TO DEVELOPMENT DOCUMENTS

A. 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 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.

B. 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 his or her sole discretion, whether a requested change or alteration is minor or major.

C. Minor changes and alterations are slight changes, and the following are illustrative examples of minor changes or alterations:

- i. Correcting non-material errors;
- ii. Adding or altering Home Plans, residential dwelling or model elevation drawings, or architectural features, building facades, exterior building materials;
- iii. Changes in exterior residential dwelling colors;
- iv. Slight changes to berms or landscaping, including plant species and materials;
- v. Slight changes to site access or circulation;
- vi. Changes requested by the city, county, or state for safety reasons.

D. 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.

23. 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) Planned Development Site Plan, this 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 Agreement and bind the Property covered herein.

24. MISCELLANEOUS PROVISIONS

A. Agreement Jointly Drafted. The Developer and City have negotiated the terms of the Development Documents, and such documentation represents the product of the joint efforts and mutual agreements of the parties. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of the Development Documents, and Developer shall not be permitted in the future to claim that the effect of this Agreement and the Development Documents results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of the Development Documents cause an inverse condemnation, other condemnation or taking of all or any portion of the Property. Furthermore, it is agreed that the improvements and undertakings described in the Development Documents are necessary and roughly proportional to the burden imposed and are necessary in order to: (i) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (ii) protect the natural environment and conserve natural resources; (iii) ensure compatibility with adjacent uses of land; (iv) promote use of the Property in a socially, environmentally, and economically desirable manner; and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3301 *et seq.* It is further agreed and acknowledged hereby that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property, and all such improvements without exception are clearly and substantially related to the City's legitimate interests in protecting the public health, safety, and general welfare. The parties acknowledge and agree that such improvements, both on-site and off-site, have been found to be necessary and constitute a recognizable and material benefit to the ultimate users of the Planned Development and to the community, which benefit would otherwise be unlikely to be achieved without the Planned Development and are an important component of the Planned Development upon which the City relied in its consideration and approval of the Thomasville Planned Development. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the Developer and the City.

B. Ambiguities and Inconsistencies. Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the Development Documents which apply, the City, in the reasonable exercise of its discretion, shall determine whether the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, or other City Ordinances, codes, policies, standards, or other regulations shall be applicable provided it finds that such determination is not inconsistent with the nature

and intent of the Development Documents. In the event of a conflict or inconsistency between two or more provisions of the Development Documents, the more restrictive provision, as determined in the reasonable discretion of the City, shall apply.

C. Running with the Land. This Agreement shall run with the land constituting the Property, and shall be binding upon and inure to the benefit of the Developer and City and all of their respective heirs, successors, assigns, and transferees. The parties acknowledge that the Property is subject to changes in ownership and/or control at any time, but that heirs, successors, assigns and transferees shall take their interest subject to the terms of this Agreement, and all references to "Developer" in this Agreement shall also include all heirs, successors, and assigns of the Developer. The parties also acknowledge that the members of the City Council and/or the City Administration and/or its departments may change, but the City shall nonetheless remain bound by this Agreement.

D. Governing Law. This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in courts located in Michigan. The parties understand and agree that this Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable laws.

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

F. Additional Council Conditions. Developer acknowledges that subsequent to the recommendation of approval of the Agreement by the South Lyon Planning Commission that the South Lyon City Council may require additional conditions that will be incorporated into said Agreement before it is presented to Developer for signature and such conditions shall be enforceable against Developer.

G. Amendment. This Agreement may not be amended, modified, replaced, or terminated without the prior written consent of the parties to this Agreement. Developer shall have the right to delegate its rights and obligations under this Agreement to the Association. Until the rights and responsibilities under this Agreement are transferred to the Association, Developer and the City shall be entitled to amend, modify, replace, or terminate this Agreement, without requiring the consent of any person or entity whatsoever, regardless of whether such person has any interest in the Property, including unit owners, mortgagees, and others. Following the date, the rights and obligations under this Agreement are transferred or otherwise conveyed to the Association, only the Association and the City shall be entitled to amend, modify, replace, or terminate this Agreement.

H. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the enforceability or validity of the remaining provisions which shall remain in full force and effect and this Agreement shall be constructed and construed in all respects as if any invalid or unenforceable provision were omitted.

I. Notices. Any and all notices permitted or required to be given shall be in writing and sent either by mail or personal delivery to the address first above given.

J. Non-waiver. No failure or delay on the part of any party in exercising any right, power, or privileged under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

K. Incorporation of Documents. The recitals contained in this 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 Agreement.

L. Binding Effect. This 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 Agreement shall run with the Property.

M. Recordation. A copy of this Agreement shall be recorded 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.

N. Counterpart Copies. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

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

| | |
|--|---|
| SOUTH LYON 60 UNIT DETACHED CONDO LLC, a Michigan Limited Liability Company | CITY OF SOUTH LYON, A Michigan Municipal Corporation |
| By: _____ Name: Title: | By: _____ John Galeas, Jr., its Mayor |
| | By: _____ Lisa Deaton, its Clerk |

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 19, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY MICHIGAN MORE FULLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 19, THENCE N 89°30'34" W 102.27 FEET ALONG THE NORTH LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING; THENCE S 00°37'38" W 380.75 FEET; THENCE S 87°38'26" W 164.63 FEET; THENCE S 00°29'48" W 40.53 FEET; THENCE S 77°55'48" W 160.32 FEET; THENCE N 89°26'55" W 272.74 FEET; THENCE S 43°24'20" W 173.88 FEET TO THE NORTHEASTERLY LINE OF THE C & O RAILROAD; THENCE N 46°01'24" W 859.35 FEET ALONG THE NORTH LINE OF THE C & O RAILROAD TO THE NORTH LINE OF SECTION 19; THENCE S 89°30'34" E 1336.46 FEET ALONG SAID NORTH SECTION LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS & ENCUMBRANCES OF RECORD.

Containing 11.635 (Gross)

Containing 10.636 AC (Net Usable- Less R/W)

Parcel Tax Number: 21-19-126-002

APPROVED MINUTES OF _____ EXHIBIT C _____, 2015, AND _____
2016 CITY COUNCIL MEETINGS

EXHIBIT D
DWELLING ELEVATION DRAWINGS

The City of South Lyon
Regular City Council Meeting
November 23, 2015

Mayor Galeas called the meeting to order at 7:30 p.m.
Mayor Galeas led those present in the Pledge of Allegiance.

- PRESENT: Mayor Galeas
- Council Members: Dedakis, Kivell, Kurtzweil, Rzyzi, and Wedell
- Also Present: City Manager Ladner, Chief Collins, Chief Kennedy, Department Head Martin, Attorney Wilhelm, and Clerk/Treasurer Deaton
- ABSENT: Councilman Kramer

CM 11-1-15 MOTION TO EXCUSE ABSENCE OF COUNCILMAN KRAMER

Motion by Wedell, supported by Kurtzweil
Motion to excuse absence of Councilman Kramer

VOTE: MOTION CARRIED UNANIMOUSLY

MINUTES

Councilman Kivell stated he would like to change a couple sentences on page 4. Councilmember Kurtzweil stated on page 8, she would like the 3 words "and we think" removed from that sentence.

CM 11-2-15 MOTION TO APPROVE MINUTES

Motion by Wedell, supported by Rzyzi
Motion to approve minutes as amended

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS: None

AGENDA

City Manager Ladner stated there were two requests to add 2 items onto the Agenda. Mayor Galeas requested item #8 to be a discussion on blight and blight ordinances, and Councilmember Kurtzweil requested a discussion item on the downtown which will be item #9.

CM 11-3-15 MOTION TO APPROVE AGENDA

Motion by Kivell, supported by Kurtzweil

VOTE:

MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

Bob Ziegler of 1000 N Lafayette stated he is here with other members of the South Lyon Youth Assistance and they would like to give a brief presentation. Radha Vichave-Kshirsadar stated she has been a board member for about 10 years and they are here to thank the City for their sponsorship and to share some updates. Dorian Brant stated she is the caseworker and she works with families and youth that are having difficulties. She receives referrals from many different agencies as well as families and she works with the Board to provide the area with programs. Ms. Vichave-Kshirsadar stated they have many programs which include tutorial services, summer camp which is drama based, summer camp, family education, shop with a hero and many more. Thad Bogert stated that Mentors Plus is a program that help young people that could benefit from having a friend. He stated the commitment of being a mentor is one hour a week for a year and the only qualification is compassion and a desire to be a role model. He further stated he has been a mentor for 3 years, and it has been the most rewarding experience. Mr. Bogert stated one hour a week can make a huge difference in a young person's life. He further stated if anyone is interested in becoming a mentor please contact a board member or visit the website at slaya.org.

OLD BUSINESS

1. Consider approval of funding for the City's portion of the Safe Routes to School Grant

Leslie Zawata stated she made some revisions to the estimate. She stated she has modified a few things since the last meeting. Ms. Zawata stated they modified the unit prices throughout the estimate. She stated the additions to the estimate are due to the increase in cost of the pedestrian bridge crossing over the Sayer Drain. MDOT requires a 14 foot wide pedestrian bridge when they are grant projects. She further stated the estimate is conservative and we want our numbers high because if you apply to low and the bids come back high, the grant will not cover that. She stated if the bids do come in too high, we have the ability to reject the bids and not continue with the project. Ms. Zawata stated the pedestrian bridge will connect the residents at Princeton over the Sayer Drain directly to the middle school and avoid Pontiac Trail completely. She further stated it is a pre-fabricated bridge; it will be delivered in pieces and fabricated on site. Councilman Wedell stated the cost for the engineering has increased significantly. City Manager Ladner stated the current numbers are for the entire project, the original smaller amount was just for the traffic signal.

CM 11-4-15 MOTION TO APPROVE CITY'S PORTION OF THE SAFE ROUTES TO SCHOOL GRANT

Motion by Kivell, supported by Rzyzi

Motion to approve the City's portion of the safe routes to school grant of \$110,709.48

VOTE: MOTION CARRIED UNANIMOUSLY

NEW BUSINESS

1. Consider appointment/resignations from City Commissions

Mayor Galeas stated Carl Richards resigned from the Cable Commission and Council needs to approve his resignation.

CM 11-5-15 MOTION TO ACCEPT RESIGNATION

Motion by Wedell, supported by Ryzyl
Motion to accept Carl Richards resignation with thanks

VOTE: MOTION CARRIED UNANIMOUSLY

Mayor Galeas stated he has received an application from Rich Neely for the Parks and Recreation Commission. City Manager Ladner stated the Parks and Recreation Commission members are excited to have him join.

Mayor Galeas stated he would like to appoint Rich Neely to the Parks and Recreation Commission and thank him for his interest.

CM 11-6-15 MOTION FOR APPOINTMENT

Appointment by Galeas, supported by Kivell
Motion to appoint Rich Neely to the Parks and Recreation Commission

VOTE: MOTION CARRIED UNANIMOUSLY

➔ 2. Consider approval of preliminary site plans for Thomasville Development on 11 Mile Road

Carmine Avantini of CIB Planning stated this is the preliminary site plan for Thomasville Development on 11 Mile near Colonial Acres. He stated it is zoned multifamily residential and the developer could have built an apartment complex according to the zoning. After speaking with the developer, they agreed on a small lot, single family residential development would be beneficial. He further stated this is a two-step process. The Planning Commission recommends the Council to approve the preliminary plan, which means they agree with the road layout and house configuration. If the Council approves the plan, the developer will then go back to the Planning Commission for a final site plan, which will then come back to Council for final approval with much more of a detailed plan. Mr. Avantini stated the road will connect with Colonial Acres which is something the Fire and Police Department were in strong approval of. He further stated they added an emergency access as well per the request of the Fire Chief. Councilman Kivell stated the plan looks like a nice transition from Colonial Acres to the regular

residential across 11 Mile. He further stated he is concerned about the side-yard setbacks only being 5 foot minimum. He stated with a 5 foot minimum it basically means a house could be only 10 feet away from another house as opposed to 12 feet. He stated if there is a fire or rescue attempt that needs to be made; the extra 2 feet can make a huge difference. He stated he hopes they take that into account before they come back for final approval. Councilmember Dedakis stated she shares the concerns regarding the density. She asked if residential sprinklers will be required because of the density level. Mr. Avantini stated there are thresholds that need to be met before they are required. Councilmember Dedakis asked if this would be a senior development or will it be available for all ages. Mr. Avantini stated it will not be age restricted, but the size of the units is geared more towards seniors, or people looking to downsize. Councilmember Kurtzweil stated she was on the Planning Commission when this development began with 90 condo units, but the Planning Commission was able to bring the number down to 62. She further stated they discussed some green space areas, therefore the developer agreed to lower the number by 2. Councilmember Kurtzweil stated the setbacks requirements in Novi developments are beginning to decline. She stated some of the buildings in Krightbridge are very tight to each other and the emergency vehicles do not have any issues. She further stated that reflects the high demand for real estate. She stated she is not bothered by the 6 foot setback, and she is happy with the transition from Colonial Acres. She further stated she will continue to advocate for restrictions to be placed on the use of the properties so it doesn't interfere with the residents of Colonial Acres. Mayor Galeas stated he agrees with Councilman Kivell regarding the setbacks, but he understands the setbacks are becoming smaller because of the demand for real estate. He further stated he believes this development will sell out and it will be a good development for the community. Councilman Kivell stated he understands the residents will have a small yard, but because there are other developments that are having tighter setbacks, doesn't mean South Lyon needs to follow along. Councilman Rzyzi stated this is a transitional community abutting Colonial Acres and he would also like to see restrictions excluding swing sets and such to ensure it will remain that way.

CM 11-7-15 MOTION TO APPROVE PRELIMINARY SITE PLAN FOR THOMASVILLE DEVELOPMENT

Motion by Kivell, supported by Dedakis

Motion to approve the transition to Planned Development rezoning and Preliminary PUD site plan conditioned on the execution of the planned development agreement along with any other conditions according to City staff and consultants.

VOTE:

MOTION CARRIED UNANIMOUSLY

3. Request to address Council by Dr. Kaplan regarding drive approach to Kaplan Chiropractic
410 N Lafayette Street

Mayor Galeas stated Dr. Kaplan requested to speak with Council regarding problems with his drive way approach. Dr. Kaplan stated he has been at 410 N Lafayette for 10 years and at the southern end of this parking lot water continues to accumulate and it is continually getting worse. He stated he understands he needs to maintain his property, but there is a difference between maintain and repair. This needs to be repaired. He further stated any time there is road work done on Pontiac Trail, the problem

continually gets worse. He stated he has spoken with Bob Martin, past City Managers and they all say it is a County problem. He stated the County says this is a low priority. Dr. Kaplan stated it appears the road is continually being built up and the water is not getting to the drain. He further stated he was told to just put asphalt down and possibly to move the water to the drain would be \$2,500. He further stated he was told the old concrete foundation would need to be replaced and he was told it would be thousands of dollars and Dr. Kaplan stated he doesn't have that kind of money. Dr. Kaplan stated he is asking for help from the City to get this fixed. Councilman Rzyzi stated this speaks to a larger issue. He further stated he also had a resident come to him regarding a draining issue at the end of his driveway. He stated he wants to know who is responsible. City Manager Ladner stated it is a driveway approach, it is the property owner's property, but there is an easement with a right of way, but that easement does not give up the property owner's responsibility for repair and maintenance. She further stated the Road Commission has told her it is not their issue. She further stated if the City begins making improvements on private property with individual property owners we will need to be repaired to do that throughout the City. Councilman Kivell stated we can contact the Road Commission on your behalf, but there are other issues that we don't seem to have a huge impact on them. City Manager Ladner stated she can ask to meet with Oakland County Road Commission again and ask them to look at it again, and if it is truly a drain issue, we can ask them to see if they can work with us as they have in the past. Councilman Kivell stated he doesn't think it is a drain issue; he thinks it may be a Road Commission problem. Councilmember Kurtzweil stated it is interesting that the Road Commission would come out and do patchwork if it is not their problem. She further stated there needs to be an investigation and it speaks to a larger problem. She stated she is tired of South Lyon being put on the back burner when it comes to Oakland County. The City leadership needs to become the squeaky wheel and stick up for the City. She further stated she will go to an Oakland County Road Commission meeting and demand they come to South Lyon. South Lyon needs to be a priority to Oakland County. Mayor Galeas stated he agrees with Maggie and it seems we don't get top priority because we are in the far corner of Oakland County, but he thinks we do need to do what we can to get answers so we can address these issues. Department Head Martin stated there are drainage issues from the rail road tracks down Pontiac Trail to McHattie. The storm sewers are old and undersized and some don't drain very well. We had the drain Commission jet the drains, but every time the County works on Pontiac Trail and 10 Mile, it changes the grade. If the homeowners don't have their driveway approaches changed as well, it can cause ponding. He further stated how much does the City take on? Councilman Rzyzi stated the City needs to help the residents that are in that situation. Department Head Martin stated the street and the sidewalk in front of Dr. Kaplan's is fine, but the approach is the problem. Councilman Kivell stated he has made many comments and suggestions on the RCOC website and to demonstrate how strongly South Lyon is thought of, there is a drop box for each City in Oakland County, and the City of South Lyon is not even represented. They told him to use Lyon Townships drop box. Councilman Rzyzi stated this is a safety issue and it needs to be addressed. Councilmember Kurtzweil stated she will be attending an Oakland County Road Commission meeting and if she has to she will meet with L. Brooks Peterson himself. She stated there are a few communities that get top notch service, but South Lyon is not one of them. She further stated the City leadership needs to start letting people know South Lyon is on the map.

4. Consider setting public hearing date for CDBG application- projects Senior Center and HAVEN

AGENDA NOTE

MEETING DATE: August 8, 2016

PERSON PLACING ITEM ON AGENDA: City Attorney

AGENDA TOPIC: First Reading of Ordinance rezoning Parcel 21-19-126-002 (Thomasville) from RM-1 (Multiple Family Residential) to PD (Planned Development)

EXPLANATION OF TOPIC:

This is a housekeeping matter. Council previously addressed this issue on November 23, 2015 and approved the Preliminary (Stage I) Planned Development Site Plan for the Thomasville site condominium development with conditions. The Council also approved the rezoning of the property, 11.65± acres on the south side of Eleven Mile Road approximately a quarter mile west of Pontiac Trail (Tax ID 21-19-126-002) from RM-1 to PD (Planned Development), but no formal ordinance rezoning the Property was approved.

This is the first reading of the ordinance rezoning the Property from RM-1 to PD consistent with the Council's action on November 23, 2015.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Proposed Ordinance Rezoning Parcel 21-19-126-002 from RM-1 to PD
- Minutes of 11/23/15 Council meeting
- Agenda packet excerpt from 11/23/15 Council meeting
- Draft Planned Development Agreement for Thomasville

POSSIBLE COURSES OF ACTION: Approve/no action/postpone

RECOMMENDATION: Approve the First Reading of the Ordinance Rezoning Parcel 21-19-126-002 (Thomasville) from RM-1 (Multiple Family) to PD (Planned Development) subject to the listed conditions.

SUGGESTED MOTION: Motion to Approve the First Reading of the Ordinance to Amend the Official Zoning Map of the City of South Lyon Rezoning Parcel 21-19-126-002 (Thomasville) from the RM-1 District (Multiple-Family Residential) to the PD District (Planned Development) as presented and subject to the listed conditions:

A. Sections 102-381 through 102-392 of the City of South Lyon Zoning Ordinance pertaining to the PD Planned Development zoning district, as amended, which is part of the City of South Lyon Code of Ordinances, Chapter 102.

B. The Preliminary (Stage I) Planned Development Site Plan for Thomasville prepared by Monument Engineering Group Associates, Inc., Job No. 14-137, approved by the City Council on November 23, 2015.

C. City Council approval of a Final (Stage II) Planned Development Site Plan for Thomasville pursuant to the City's Zoning Ordinance.

D. City Council approval of a Planned Development Agreement for Thomasville Site Condominium development.

E. Any and all conditions of the approvals of the City Council of the City of South Lyon and its Planning Commission relating to the Property and Preliminary (Stage I) and Final (Stage II) Planned Development Site Plans for Thomasville, as reflected in the official minutes and documentation of such approvals.

F. All applicable City Ordinances and design standards.

G. All development, improvements, and use of the Property being subject to and in compliance with the approved Preliminary (Stage I) and Final (Stage II) Planned Development Site Plan for Thomasville, all other applicable conditions thereon as reflected in the official minutes and documentation and approvals, and the Planned Development Agreement.

ORDINANCE NO. ___-16

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

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF
THE CITY OF SOUTH LYON REZONING PARCEL NO. 21-19-
126-002 (THOMASVILLE) FROM THE RM-1 DISTRICT
(MULTIPLE-FAMILY RESIDENTIAL) TO THE PD DISTRICT
(PLANNED DEVELOPMENT)**

WHEREAS, the Thomasville Preliminary (Stage I) Site Plan and rezoning of the approximately 11.65 acres of real property located south of Eleven Mile Road and west of Pontiac Trail, Parcel No. 21-19-126-002, meets the standards contained in Section 102-382 of the City of South Lyon Zoning Ordinance for the Planned Development district;

WHEREAS, 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.

WHEREAS, 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 and will improve emergency access to adjacent parcels.

WHEREAS, the rezoning and proposed development is consistent with the City's anticipated master plan designation for the Property.

WHEREAS, the rezoning is warranted by the design and amenities incorporated in the Preliminary (Stage I) Site Plan and based on the shape of parcel, its proximity to the railroad tracks and the existing pond.

WHEREAS, the proposed development provides for 60 detached residential site condominiums which is less than the number of units permitted under the RM-1 zoning district.

WHEREAS, the proposed development provides for usable open space.

WHEREAS, the proposed development meets the City's off-street parking requirements.

WHEREAS, the proposed development provides adequate landscaping to ensure the proposed uses will be adequately buffered from adjacent uses.

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

WHEREAS, the proposed development reasonably protects and preserves natural and historical features on the Property by preserving open spaces.

THE CITY OF SOUTH LYON ORDAINS:

PART I. Amendment of Official Zoning Map. The Official Zoning Map of the City of South Lyon incorporated into the South Lyon Zoning Ordinance by Section 102-182 is hereby amended to rezone the Property more fully described in the attached Exhibit A (the "Property"), which is hereby incorporated into this Ordinance from the RM-1 District (Multiple-Family Residential) to the PD District (Planned Development) subject to the following conditions:

- A. Sections 102-381 through 102-392 of the City of South Lyon Zoning Ordinance pertaining to the PD Planned Development zoning district, as amended, which is part of the City of South Lyon Code of Ordinances, Chapter 102.
- B. The Preliminary (Stage I) Planned Development Site Plan for Thomasville prepared by Monument Engineering Group Associates, Inc., Job No. 14-137, approved by the City Council on November 23, 2015.
- C. City Council approval of a Final (Stage II) Planned Development Site Plan for Thomasville pursuant to the City's Zoning Ordinance.
- D. City Council approval of a Planned Development Agreement for Thomasville Site Condominium development.
- E. Any and all conditions of the approvals of the City Council of the City of South Lyon and its Planning Commission relating to the Property and Preliminary (Stage I) and Final (Stage II) Planned Development Site Plans for Thomasville, as reflected in the official minutes and documentation of such approvals.
- F. All applicable City Ordinances and design standards.
- G. All development, improvements, and use of the Property being subject to and in compliance with the approved Preliminary (Stage I) and Final (Stage II) Planned Development Site Plan for Thomasville, all other applicable conditions thereon as reflected in the official minutes and documentation and approvals, and the Planned Development Agreement.

PART III. Severability. Should any section, subdivision, clause, or phrase of this Ordinance be declared by the courts to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

PART IV. Savings Clause. This Ordinance amends the Zoning Ordinance only as specified herein, and the Zoning Ordinance shall remain in full force and effect.

PART V. Repealer. All other Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

PART VI. Publication. The City Clerk shall publish this Ordinance in the manner required by law and shall publish at the same time, a notice of the adoption of this Ordinance and stating that a copy of the Ordinance is available to the public at the office of the City Clerk for inspection.

PART VII. Effective Date. This Ordinance shall be effective on the date provided by applicable law following publication.

Made, passed and adopted by the South Lyon City Council this ____ day of _____, 2016.

John Galeas, Jr., Mayor

Lisa Deaton, City Clerk

Certificate of Adoption

I hereby certify that the foregoing is a true and complete copy of the ordinance adopted at the regular meeting of the South Lyon City Council held on the ____ day of _____, 2016.

Lisa Deaton, City Clerk

Adopted:
Published:
Effective:

EXHIBIT A
LEGAL DESCRIPTION
CITY OF SOUTH LYON ORDINANCE __-16

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 19, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY MICHIGAN MORE FULLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 19, THENCE N 89°30'34" W 102.27 FEET ALONG THE NORTH LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING; THENCE S 00°37'38" W 380.75 FEET; THENCE S 87°38'26" W 164.63 FEET; THENCE S 00°29'48" W 40.53 FEET; THENCE S 77°55'48" W 160.32 FEET; THENCE N 89°26'55" W 272.74 FEET; THENCE S 43°24'20" W 173.88 FEET TO THE NORTHEASTERLY LINE OF THE C & O RAILROAD; THENCE N 46°01'24" W 859.35 FEET ALONG THE NORTH LINE OF THE C & O RAILROAD TO THE NORTH LINE OF SECTION 19; THENCE S 89°30'34" E 1336.46 FEET ALONG SAID NORTH SECTION LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS & ENCUMBRANCES OF RECORD.

Containing 11.635 (Gross)

Containing 10.636 AC (Net Usable- Less R/W)

Parcel Tax Number: 21-19-126-002