



City Council Agenda

October 5, 2020
7:00 p.m.

City Council Chambers
97 N. Broad Street
Hillsdale, MI 49242

- I. Call to Order and Pledge of Allegiance**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Public Comments on Agenda Items**
- V. Consent Agenda**
 - A. Approval of Bills
 - 1. City Claims of September 17, 2020: \$58,166.55
 - 2. BPU Claims of September 17, 2020: \$321,814.34
 - 3. Payroll of September 17, 2020: \$188,334.44
 - B. City Council Minutes of September 21, 2020
 - C. Airport Advisory Committee Minutes of June 27, 2020
 - D. TIFA Minutes of July 21, 2020
 - E. Planning Commission Minutes of August 18, 2020
 - F. EDC Business Review Committee Minutes of July 10, 2020
- VI. Communications/Petitions**
 - A. 2020 New Year's Eve Bash Postponed
 - B. Friends of Mrs. Stock's Park Letter
 - C. Candidate for Circuit Court Judge Sara Lisznyai
 - D. Candidate for District Court Judge Megan Stiverson
- VII. Introduction and Adoption of Ordinances/Public Hearing**
- VIII. Old Business**
 - A. The Dawn Theater –Verbal Update
 - B. Fayette and Other Road Projects- Verbal Update
 - C. Leaf Collection Discussion
- IX. New Business**
 - A. 65 Hillsdale Commons Drive NEZ Application (Resolution)
 - B. 67 Hillsdale Commons Drive NEZ Application (Resolution)
 - C. 85 Hillsdale Commons Drive NEZ Application (Resolution)
 - D. 87 Hillsdale Commons Drive NEZ Application (Resolution)
- X. Miscellaneous Reports**
 - A. Proclamations- None
 - B. Appointments- None
 - C. Other- None

XI. General Public Comment

XII. City Manager's Report

XIII. Council Comment

XIV. Adjournment

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 483							
481-000.000-265.000	09/11/20	STATE OF MICHIGAN	SALES TAX	08.31.2020	09/11/20	325.49	483
						<u>325.49</u>	
Total For Check 483							
Check 484							
101-265.000-920.000	09/17/20	MICH GAS UTILITIES	NATURAL GAS UTILITY	3040677124	09/17/20	37.93	484
101-265.000-920.000	09/17/20	MICH GAS UTILITIES	NATURAL GAS UTILITY	3040962178	09/17/20	39.77	484
101-336.000-920.000	09/17/20	MICH GAS UTILITIES	NATURAL GAS UTILITY	3040571501	09/17/20	57.16	484
101-441.000-920.000	09/17/20	MICH GAS UTILITIES	NATURAL GAS UTILITY	3044569045	09/17/20	45.28	484
271-790.000-920.000	09/17/20	MICH GAS UTILITIES	NATURAL GAS UTILITY	3041795120	09/17/20	47.28	484
588-588.000-920.000	09/17/20	MICH GAS UTILITIES	NATURAL GAS UTILITY	3048329229	09/17/20	40.68	484
						<u>268.10</u>	
Total For Check 484							
Check 485							
101-441.000-801.000	09/17/20	SPOK, INC	PAGER RENTAL -DPS	D7385433U	09/17/20	18.83	485
						<u>18.83</u>	
Total For Check 485							
Check 83710							
101-265.000-925.000	09/17/20	ACD	POT'S - CITY HALL	44244-108	09/17/20	184.00	83710
101-295.000-925.000	09/17/20	ACD	POT'S AIRPORT	14046-106	09/17/20	93.00	83710
						<u>277.00</u>	
Total For Check 83710							
Check 83711							
640-444.000-730.000	09/17/20	ALTA EQUIPMENT COMPANY	SPRING, BALL SOCKETS, PUMP FOR #72	SP2/51588	09/17/20	235.33	83711
						<u>235.33</u>	
Total For Check 83711							
Check 83712							
101-265.000-930.000	09/17/20	AMAZON CAPITAL SERVICES, INC	FIRE EXTINGUISHER SIGNS TO REPLACE	'113Y-HD3M-Q4TI	09/17/20	67.07	83712
						<u>67.07</u>	
Total For Check 83712							
Check 83713							
101-209.000-801.000	09/17/20	APEX II	ASSESSING SOFTWARE MAINTENANCE RENE	310608	09/17/20	470.00	83713
						<u>470.00</u>	
Total For Check 83713							
Check 83714							
271-792.000-982.000	09/17/20	BAKER & TAYLOR COMPANY	CHILDREN'S BOOK ORDER	2035455024	09/17/20	5.99	83714
						<u>5.99</u>	
Total For Check 83714							
Check 83715							
640-444.000-730.000	09/17/20	BAKER'S GAS & WELDING SUPPLIES	33 LB PROPANE FILL	01636885	09/17/20	16.84	83715
						<u>16.84</u>	
Total For Check 83715							
Check 83716							
101-372.000-801.372	09/17/20	BILL'S LAWN CARE, LLC	CODE ENFORCEMENT MOWING	2395965	09/17/20	75.00	83716
101-372.000-801.372	09/17/20	BILL'S LAWN CARE, LLC	CODE ENFORCEMENT MOWING	2395967	09/17/20	75.00	83716
101-372.000-801.372	09/17/20	BILL'S LAWN CARE, LLC	CODE ENFORCEMENT MOWING	2395942	09/17/20	75.00	83716
101-372.000-801.372	09/17/20	BILL'S LAWN CARE, LLC	CODE ENFORCEMENT MOWING	2395966	09/17/20	75.00	83716
						<u>300.00</u>	
Total For Check 83716							
Check 83717							
101-441.000-955.588	09/17/20	CE & A PROFESSIONAL SERVICES,	PREEMPLOYMENT & RANDOM TESTING	017610	09/17/20	54.00	83717
101-441.000-955.588	09/17/20	CE & A PROFESSIONAL SERVICES,	PREEMPLOYMENT & RANDOM TESTING	017692	09/17/20	137.42	83717
						<u>191.42</u>	
Total For Check 83717							

Check 83718

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 83718							
101-441.000-801.000	09/17/20	CINTAS CORPORATION	CLEANER & DISPEN.	4060385192	09/17/20	37.43	83718
						<u>37.43</u>	
Total For Check 83718						37.43	
Check 83719							
101-172.000-726.000	09/17/20	CURRENT OFFICE SOLUTIONS	MSG PHONE BOOK & TAPE DISP	649173-00	09/17/20	45.40	83719
101-209.000-801.000	09/17/20	CURRENT OFFICE SOLUTIONS	LEASE/COPIES	323594	09/17/20	84.35	83719
101-215.000-726.000	09/17/20	CURRENT OFFICE SOLUTIONS	POPOP NOTES, HANGIND FOLDERS, FILE	462413-00	09/17/20	86.64	83719
101-215.000-801.000	09/17/20	CURRENT OFFICE SOLUTIONS	LEASE/COPIES	323594	09/17/20	226.90	83719
101-253.000-726.000	09/17/20	CURRENT OFFICE SOLUTIONS	DRUM, YIELD, PK,12K	649196-00	09/17/20	98.49	83719
101-301.000-726.000	09/17/20	CURRENT OFFICE SOLUTIONS	TAPE DISPENSER, BLACK DRUM FOR PRIN	648568-00	09/17/20	2.02	83719
101-301.000-726.000	09/17/20	CURRENT OFFICE SOLUTIONS	TAPE DISPENSER, BLACK DRUM FOR PRIN	648686-00	09/17/20	208.00	83719
101-400.000-801.000	09/17/20	CURRENT OFFICE SOLUTIONS	LEASE/COPIES	323594	09/17/20	84.35	83719
101-441.000-801.000	09/17/20	CURRENT OFFICE SOLUTIONS	LEASE/COPIES	323594	09/17/20	159.51	83719
208-751.000-801.000	09/17/20	CURRENT OFFICE SOLUTIONS	LEASE/COPIES	323594	09/17/20	84.35	83719
						<u>1,080.01</u>	
Total For Check 83719						1,080.01	
Check 83721							
271-790.000-801.000	09/17/20	DEMCO, INC	DROP BOX HCF	6829077	09/17/20	3,930.79	83721
						<u>3,930.79</u>	
Total For Check 83721						3,930.79	
Check 83722							
101-441.000-955.588	09/17/20	FRANK ENGLE	DOT PHYSICAL	312210	09/17/20	100.00	83722
						<u>100.00</u>	
Total For Check 83722						100.00	
Check 83723							
640-444.000-730.000	09/17/20	FAMILY FARM & HOME	HOSE COUPLER	000718/W	09/17/20	8.97	83723
						<u>8.97</u>	
Total For Check 83723						8.97	
Check 83724							
101-265.000-930.000	09/17/20	GELZER & SON INC	FLUOR. TUBES - KELLY'S OFFICE 3RD F	B26507	09/17/20	36.99	83724
271-790.000-726.000	09/17/20	GELZER & SON INC	SUPPLIES	C384564	09/17/20	9.94	83724
						<u>46.93</u>	
Total For Check 83724						46.93	
Check 83725							
202-450.000-726.000	09/17/20	GERKEN MATERIAL, INC	COMMERCIAL TOP HOT MIX	177095	09/17/20	98.34	83725
203-450.000-726.000	09/17/20	GERKEN MATERIAL, INC	COMMERCIAL TOP HOT MIX	177095	09/17/20	168.30	83725
						<u>266.64</u>	
Total For Check 83725						266.64	
Check 83726							
101-265.000-726.000	09/17/20	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	12293	09/17/20	14.25	83726
101-295.000-726.000	09/17/20	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	12293	09/17/20	4.75	83726
101-441.000-726.000	09/17/20	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	12293	09/17/20	14.25	83726
588-588.000-726.000	09/17/20	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	2332	09/17/20	4.75	83726
						<u>38.00</u>	
Total For Check 83726						38.00	
Check 83727							
101-191.000-801.000	09/17/20	HILLSDALE CO CLERK	AUGUST 4TH PRIMARY ELECTION	08.04.2020	09/17/20	4,113.60	83727
						<u>4,113.60</u>	
Total For Check 83727						4,113.60	
Check 83728							
101-191.000-862.000	09/17/20	HILLSDALE FILLING STATION	LUNCH AND DINNER FOR ELECTION WORKE	09.01.2020	09/17/20	301.51	83728
						<u>301.51</u>	
Total For Check 83728						301.51	
Check 83729							

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 83729							
101-756.000-801.000	09/17/20	HOOP LAWN & SNOW, LLC	REPAIR IRRIGATION HEAT @ FOD	8102020FOD	09/17/20	55.00	83729
						<u>55.00</u>	
Total For Check 83729							
Check 83730							
640-444.000-730.000	09/17/20	JACKSON TRUCK SERVICE INC	FILTER - #BPU 39-09	PC001337191:01	09/17/20	112.28	83730
						<u>112.28</u>	
Total For Check 83730							
Check 83731							
640-444.000-955.588	09/17/20	JONESVILLE HEALTH CARE PLLC	L.LEDYARD DOT PHYSICAL	105	09/17/20	100.00	83731
						<u>100.00</u>	
Total For Check 83731							
Check 83732							
101-175.000-806.002	09/17/20	KREIS, ENDERLE HUDGINS & BORS	MTT ATTORNEY FEES	08.31.2020	09/17/20	4,851.03	83732
						<u>4,851.03</u>	
Total For Check 83732							
Check 83733							
101-301.000-930.000	09/17/20	KUSTOM SIGNALS, INC	REPAIRED EYEWITNESS VANTAGE BODY CAI	577319	09/17/20	94.50	83733
						<u>94.50</u>	
Total For Check 83733							
Check 83734							
101-175.000-806.000	09/17/20	LOVINGER & THOMPSON, PC	LEGAL FEES	08.31.2020	09/17/20	1,200.00	83734
						<u>1,200.00</u>	
Total For Check 83734							
Check 83735							
271-790.000-801.000	09/17/20	MIDWEST COLLABORATIVE FOR	RIDES FOR MEL	351729	09/17/20	2,309.81	83735
						<u>2,309.81</u>	
Total For Check 83735							
Check 83736							
271-790.000-801.000	09/17/20	NET DESIGNS	WEBSITE	09.10.2020	09/17/20	105.00	83736
						<u>105.00</u>	
Total For Check 83736							
Check 83737							
101-295.000-930.000	09/17/20	NORM'S TIRE & SERVICE	FARM TIRE DISMOUNT & MOUNT (EACH)	3487	09/17/20	263.98	83737
640-444.000-730.000	09/17/20	NORM'S TIRE & SERVICE	TIRES	3312	09/17/20	572.28	83737
						<u>836.26</u>	
Total For Check 83737							
Check 83738							
640-444.000-801.301	09/17/20	PARNEY'S CAR CARE	OIL CHANGE UNIT 2-3 (20 EXPLORER)	66058	09/17/20	34.50	83738
						<u>34.50</u>	
Total For Check 83738							
Check 83739							
101-336.000-726.000	09/17/20	PERFORMANCE AUTOMOTIVE	NORTH RED HEAT EDGER DISCS (25/BOX	10284-1334805	09/17/20	9.16	83739
101-336.000-730.000	09/17/20	PERFORMANCE AUTOMOTIVE	NORTH RED HEAT EDGER DISCS (25/BOX	10284-1335809	09/17/20	10.79	83739
588-588.000-730.000	09/17/20	PERFORMANCE AUTOMOTIVE	WIPER MOTOR,BATTERIES, BRAKE PADS,F	10284-1335874	09/17/20	284.98	83739
588-588.000-730.000	09/17/20	PERFORMANCE AUTOMOTIVE	WIPER MOTOR,BATTERIES, BRAKE PADS,F	10284-1334386	09/17/20	177.68	83739
588-588.000-730.000	09/17/20	PERFORMANCE AUTOMOTIVE	WIPER MOTOR,BATTERIES, BRAKE PADS,F	10284-1334919	09/17/20	40.73	83739
640-444.000-726.000	09/17/20	PERFORMANCE AUTOMOTIVE	WIPER MOTOR,BATTERIES, BRAKE PADS,F	10284-1335874	09/17/20	22.55	83739
640-444.000-730.000	09/17/20	PERFORMANCE AUTOMOTIVE	WIPER MOTOR,BATTERIES, BRAKE PADS,F	10284-1335342	09/17/20	62.50	83739
						<u>608.39</u>	
Total For Check 83739							
Check 83740							
640-444.000-801.000	09/17/20	PHAT JAXX AUTOMOTIVE	R/R AIR BAG CLOCKSRRING	F 165259	09/17/20	252.47	83740
						<u>252.47</u>	
Total For Check 83740							

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 83741							
101-336.000-742.000	09/17/20	POWERS CLOTHING, INC.	ALTERATIONS (SWAP PATCHES ON S/S-L/	1009787	09/17/20	54.00	83741
101-441.000-955.441	09/17/20	POWERS CLOTHING, INC.	SAFETY CLOTHING - NOWAK	1/62613	09/17/20	250.00	83741
Total For Check 83741						304.00	
Check 83742							
274-301.000-726.000	09/17/20	RAMCO RUGGED PORTABLES, INC.	INTEL PROCESSOR, WEBCAM, MOUNT, CHA	4256099	09/17/20	855.74	83742
274-301.000-726.000	09/17/20	RAMCO RUGGED PORTABLES, INC.	INTEL PROCESSOR, WEBCAM, MOUNT, CHA	4256172	09/17/20	2,798.00	83742
Total For Check 83742						3,653.74	
Check 83743							
101-301.000-742.000	09/17/20	SHELBY RATHBUN	2020 EQUIPMENT ALLOWANCE/DUTY BOOTS	1672400-1	09/17/20	109.17	83743
Total For Check 83743						109.17	
Check 83744							
633-000.000-111.000	09/17/20	SHERWIN-WILLIAMS	GLASS BEADS, WHITE PAINT	6443-4	09/17/20	1,177.75	83744
Total For Check 83744						1,177.75	
Check 83745							
101-253.000-726.000	09/17/20	STOCKHOUSE CORPORATION	REMINDER NOTICES	193049	09/17/20	62.96	83745
Total For Check 83745						62.96	
Check 83746							
401-453.000-801.000	09/17/20	THOMPSON CONSTRUCTION CO., LLC	ALLEY CRUSHING, SHAPING & REPACING	2019-00227	09/17/20	28,977.07	83746
Total For Check 83746						28,977.07	
Check 83747							
101-265.000-801.000	09/17/20	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	154 0100483	09/17/20	15.51	83747
101-265.000-801.000	09/17/20	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	154 0101050	09/17/20	15.51	83747
101-441.000-742.000	09/17/20	UNIFIRST CORP	RUGS / UNIFORMS -DPS	154 0100482	09/17/20	19.51	83747
101-441.000-742.000	09/17/20	UNIFIRST CORP	RUGS / UNIFORMS -DPS	154 0101049	09/17/20	19.51	83747
101-441.000-801.000	09/17/20	UNIFIRST CORP	RUGS / UNIFORMS -DPS	154 0100482	09/17/20	34.94	83747
101-441.000-801.000	09/17/20	UNIFIRST CORP	RUGS / UNIFORMS -DPS	154 0101049	09/17/20	34.94	83747
588-588.000-801.000	09/17/20	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	154 0101061	09/17/20	35.75	83747
640-444.000-742.000	09/17/20	UNIFIRST CORP	RUGS / UNIFORMS -DPS	154 0100482	09/17/20	11.16	83747
640-444.000-742.000	09/17/20	UNIFIRST CORP	RUGS / UNIFORMS -DPS	154 0101049	09/17/20	11.16	83747
640-444.000-801.000	09/17/20	UNIFIRST CORP	RUGS / UNIFORMS -DPS	154 0100482	09/17/20	19.82	83747
640-444.000-801.000	09/17/20	UNIFIRST CORP	RUGS / UNIFORMS -DPS	154 0101049	09/17/20	19.82	83747
Total For Check 83747						237.63	
Check 83749							
101-301.000-801.000	09/17/20	VERIZON WIRELESS	NETWORK ACCESS FEE FOR IN-CAR MOBIL	9861937629	09/17/20	160.04	83749
Total For Check 83749						160.04	
Check 83750							
101-756.000-801.000	09/17/20	WATKINS FENCE	REPAIR FENCE & POST @ FOD	09.02.2020	09/17/20	800.00	83750
Total For Check 83750						800.00	
Check 83751							
640-444.000-801.000	09/17/20	WHITE'S WELDING SERVICE	REPAIR PLOW ON TRUCK #8	85717	09/17/20	25.00	83751
Total For Check 83751						25.00	
Total For Age Less Than 30 Days						58,166.55	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 EXP CHECK RUN DATES 09/04/2020 - 09/17/2020
 JOURNALIZED OPEN AND PAID
 BANK CODE: GC

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #	
Fund Totals:								
			Fund 101 GENERAL FUND			15,183.45		
			Fund 202 MAJOR ST./TRUNKLINE FUND			98.34		
			Fund 203 LOCAL ST. FUND			168.30		
			Fund 208 RECREATION FUND			84.35		
			Fund 271 LIBRARY FUND			6,408.81		
			Fund 274 POLICE - OWI ENFORCEMENT			3,653.74		
			Fund 401 CAPITAL IMPROVEMENT FUND			28,977.07		
			Fund 481 AIRPORT IMPROVEMENT FUND			325.49		
			Fund 588 DIAL-A-RIDE FUND			584.57		
			Fund 633 PUBLIC SERVICES INV. FUND			1,177.75		
			Fund 640 REVOLVING MOBILE EQUIP. FUND			1,504.68		
Total For All Funds:							58,166.55	
--- TOTALS BY GL DISTRIBUTION ---								
		101-172.000-726.000	SUPPLIES			45.40		
		101-175.000-806.000	LEGAL SERVICES			1,200.00		
		101-175.000-806.002	LEGAL SERVICES - TAX CASES			4,851.03		
		101-191.000-801.000	CONTRACTUAL SERVICES			4,113.60		
		101-191.000-862.000	LODGING AND MEALS			301.51		
		101-209.000-801.000	CONTRACTUAL SERVICES			554.35		
		101-215.000-726.000	SUPPLIES			86.64		
		101-215.000-801.000	CONTRACTUAL SERVICES			226.90		
		101-253.000-726.000	SUPPLIES			161.45		
		101-265.000-726.000	SUPPLIES			14.25		
		101-265.000-801.000	CONTRACTUAL SERVICES			31.02		
		101-265.000-920.000	UTILITIES			77.70		
		101-265.000-925.000	TELEPHONE			184.00		
		101-265.000-930.000	REPAIRS & MAINTENANCE			104.06		
		101-295.000-726.000	SUPPLIES			4.75		
		101-295.000-925.000	TELEPHONE			93.00		
		101-295.000-930.000	REPAIRS & MAINTENANCE			263.98		
		101-301.000-726.000	SUPPLIES			210.02		
		101-301.000-742.000	CLOTHING / UNIFORMS			109.17		
		101-301.000-801.000	CONTRACTUAL SERVICES			160.04		
		101-301.000-930.000	REPAIRS & MAINTENANCE			94.50		
		101-336.000-726.000	SUPPLIES			9.16		
		101-336.000-730.000	VEH./EQUIP. MAINT. SUPPLIES			10.79		
		101-336.000-742.000	CLOTHING / UNIFORMS			54.00		
		101-336.000-920.000	UTILITIES			57.16		
		101-372.000-801.372	CONTRACTUAL SERVICES - CODE ENFORCEME			300.00		
		101-400.000-801.000	CONTRACTUAL SERVICES			84.35		
		101-441.000-726.000	SUPPLIES			14.25		
		101-441.000-742.000	CLOTHING / UNIFORMS			39.02		
		101-441.000-801.000	CONTRACTUAL SERVICES			285.65		
		101-441.000-920.000	UTILITIES			45.28		
		101-441.000-955.441	MISCELLANEOUS - SHOE ALLOWANC			250.00		
		101-441.000-955.588	MISC. - CDL LICENSING/TESTING			291.42		
		101-756.000-801.000	CONTRACTUAL SERVICES			855.00		
		202-450.000-726.000	SUPPLIES			98.34		
		203-450.000-726.000	SUPPLIES			168.30		
		208-751.000-801.000	CONTRACTUAL SERVICES			84.35		
		271-790.000-726.000	SUPPLIES			9.94		
		271-790.000-801.000	CONTRACTUAL SERVICES			6,345.60		
		271-790.000-920.000	UTILITIES			47.28		
		271-792.000-982.000	BOOKS			5.99		
		274-301.000-726.000	SUPPLIES			3,653.74		
		401-453.000-801.000	CONTRACTUAL SERVICES			28,977.07		

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		481-000.000-265.000	ACCRUED SALES TAX			325.49	
		588-588.000-726.000	SUPPLIES			4.75	
		588-588.000-730.000	VEH./EQUIP. MAINT. SUPPLIES			503.39	
		588-588.000-801.000	CONTRACTUAL SERVICES			35.75	
		588-588.000-920.000	UTILITIES			40.68	
		633-000.000-111.000	INVENTORY - MAT. AND SUPPLIES			1,177.75	
		640-444.000-726.000	SUPPLIES			22.55	
		640-444.000-730.000	VEH./EQUIP. MAINT. SUPPLIES			1,008.20	
		640-444.000-742.000	CLOTHING / UNIFORMS			22.32	
		640-444.000-801.000	CONTRACTUAL SERVICES			317.11	
		640-444.000-801.301	POLICE VEHICLE REPAIR			34.50	
		640-444.000-955.588	MISC. - CDL LICENSING/TESTING			100.00	

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Check 131							
582-000.000-265.000	09/11/20	STATE OF MICHIGAN	SALES TAX	08.31.2020	09/11/20	38,076.76	131
582-000.000-693.000	09/11/20	STATE OF MICHIGAN	SALES TAX	08.31.2020	09/11/20	(241.15)	131
Total For Check 131						37,835.61	
Check 132							
582-175.000-862.000	09/17/20	BUSINESS CARD	MSCPA LUNCH	09.16.2020	09/17/20	76.53	132
582-544.000-730.000	09/17/20	BUSINESS CARD	EAR PLUG DISPENSER REFILL	FS4323398-SO	09/17/20	63.34	132
582-544.000-861.000	09/17/20	BUSINESS CARD	TRAINING - GARETT ADAMS	09.16.2020	09/17/20	878.69	132
591-544.000-801.000	09/17/20	BUSINESS CARD	DRINKING WATER CERTIFICATION RENEWA	069781	09/17/20	95.00	132
Total For Check 132						1,113.56	
Check 133							
582-175.000-801.000	09/17/20	MICHIGAN PUBLIC POWER AGENCY	PEAKING CAPACITY COMMITTEE	20200910013	09/17/20	92.19	133
Total For Check 133						92.19	
Check 134							
582-175.000-726.000	09/17/20	PITNEY BOWES GLOBAL FIANANCI	LEASE	3311870094	09/17/20	405.93	134
590-175.000-726.000	09/17/20	PITNEY BOWES GLOBAL FIANANCI	LEASE	3311870094	09/17/20	202.96	134
591-175.000-726.000	09/17/20	PITNEY BOWES GLOBAL FIANANCI	LEASE	3311870094	09/17/20	202.97	134
Total For Check 134						811.86	
Check 73164							
582-175.000-925.000	09/17/20	ACD	MONTHLY FIBER LEASE	42187-150	09/17/20	122.56	73164
582-543.000-925.000	09/17/20	ACD	POTS -PP	11061-108	09/17/20	138.50	73164
590-175.000-925.000	09/17/20	ACD	MONTHLY FIBER LEASE	42187-150	09/17/20	61.28	73164
591-175.000-925.000	09/17/20	ACD	MONTHLY FIBER LEASE	42187-150	09/17/20	61.28	73164
Total For Check 73164						383.62	
Check 73165							
582-544.000-730.000	09/17/20	ADKINS AUTOMOTIVE LLC	REPAIR TO PICKUP	75305	09/17/20	10.60	73165
Total For Check 73165						10.60	
Check 73166							
582-175.000-726.000	09/17/20	AMAZON CAPITAL SERVICES, INC	790T MAPPING PRINTER PRINT HEADS BP	1WPK-Q7CD-7WXR	09/17/20	54.44	73166
590-547.000-726.900	09/17/20	AMAZON CAPITAL SERVICES, INC	PAPER TOWELS, TRASH BAGS	1MDQ-9VCG-N1PF	09/17/20	90.99	73166
590-547.000-930.000	09/17/20	AMAZON CAPITAL SERVICES, INC	PAPER TOWELS, TRASH BAGS	1MDQ-9VCG-N1PF	09/17/20	67.93	73166
Total For Check 73166						213.36	
Check 73167							
582-543.000-930.000	09/17/20	AMERICAN COPPER AND BRASS, LLC	THERMOSTAT WIRE PP	20INV032543	09/17/20	20.02	73167
590-547.000-930.000	09/17/20	AMERICAN COPPER AND BRASS, LLC	SUMP PUMP	20INV33574	09/17/20	148.15	73167
Total For Check 73167						168.17	
Check 73168							
582-544.000-726.800	09/17/20	ANIXTER POWER SOLUTIONS, LLC	BATTERIES	4696258-00	09/17/20	199.56	73168
Total For Check 73168						199.56	
Check 73169							
582-175.000-726.000	09/17/20	ARROW SWIFT PRINTING	ENVELOPE	152881	09/17/20	271.69	73169
582-175.000-726.000	09/17/20	ARROW SWIFT PRINTING	WINDOW ENVELOPES	152851	09/17/20	224.00	73169
590-175.000-726.000	09/17/20	ARROW SWIFT PRINTING	ENVELOPE	152881	09/17/20	135.84	73169
590-175.000-726.000	09/17/20	ARROW SWIFT PRINTING	WINDOW ENVELOPES	152851	09/17/20	112.00	73169
591-175.000-726.000	09/17/20	ARROW SWIFT PRINTING	ENVELOPE	152881	09/17/20	135.85	73169
591-175.000-726.000	09/17/20	ARROW SWIFT PRINTING	WINDOW ENVELOPES	152851	09/17/20	112.00	73169

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Check 73169							
Total For Check 73169						991.38	
Check 73170							
590-547.000-801.000	09/17/20	BIOTECH AGRONOMICS	BIOSOLIDS TESTING	2581	09/17/20	880.00	73170
Total For Check 73170						880.00	
Check 73171							
582-175.000-801.000	09/17/20	CE & A PROFESSIONAL SERVICES,	DOT DRUG TEST	017692	09/17/20	63.42	73171
591-544.000-801.000	09/17/20	CE & A PROFESSIONAL SERVICES,	DOT DRUG TEST FLAUGHER	017692	09/17/20	63.42	73171
Total For Check 73171						126.84	
Check 73172							
582-175.000-801.000	09/17/20	CINTAS CORPORATION	MATT'S	4061060367	09/17/20	20.00	73172
582-175.000-801.000	09/17/20	CINTAS CORPORATION	MATT'S	4061644489	09/17/20	20.00	73172
590-175.000-801.000	09/17/20	CINTAS CORPORATION	MATT'S	4061060367	09/17/20	10.00	73172
590-175.000-801.000	09/17/20	CINTAS CORPORATION	MATT'S	4061644489	09/17/20	10.00	73172
591-175.000-801.000	09/17/20	CINTAS CORPORATION	MATT'S	4061060367	09/17/20	10.00	73172
591-175.000-801.000	09/17/20	CINTAS CORPORATION	MATT'S	4061644489	09/17/20	10.00	73172
Total For Check 73172						80.00	
Check 73173							
590-547.000-801.000	09/17/20	CINTAS CORPORATION	WWTP SAFETY CABINET	5030191724	09/17/20	54.67	73173
Total For Check 73173						54.67	
Check 73174							
582-175.000-820.000	09/17/20	CITY OF HILLSDALE	AUGUST 2020 PILOT	08.31.2020	09/17/20	73,763.38	73174
590-175.000-820.000	09/17/20	CITY OF HILLSDALE	AUGUST 2020 PILOT	08.31.2020	09/17/20	12,033.33	73174
591-175.000-820.000	09/17/20	CITY OF HILLSDALE	AUGUST 2020 PILOT	08.31.2020	09/17/20	9,602.01	73174
Total For Check 73174						95,398.72	
Check 73175							
582-000.000-249.100	09/17/20	COMMUNITY ACTION AGENCY	OPERATION ROUND-UP/AUGUST	08.31.2020	09/17/20	2,614.35	73175
Total For Check 73175						2,614.35	
Check 73176							
591-544.000-930.000	09/17/20	DUBOIS TRUCKING AND EXCAVATION	TOPSOIL	QB1731	09/17/20	69.00	73176
591-544.000-930.000	09/17/20	DUBOIS TRUCKING AND EXCAVATION	TOPSOIL	QB1726	09/17/20	46.00	73176
Total For Check 73176						115.00	
Check 73177							
591-175.000-861.000	09/17/20	DUSTIN WHEELER	EGLE VIRTUAL TRAINING FOR CECS	09.01.2020	09/17/20	80.00	73177
Total For Check 73177						80.00	
Check 73178							
591-545.000-727.400	09/17/20	ENVIRONMENTAL MANAGEMENT & DEV	CARUS 8700 PHOSPHATE	19320	09/17/20	4,197.60	73178
Total For Check 73178						4,197.60	
Check 73179							
590-547.000-930.000	09/17/20	ETNA	AFC 8 FLG CHECK VLV W/LEVER & WGT	S103476100.001	09/17/20	3,950.00	73179
591-544.000-930.000	09/17/20	ETNA	TCIW DRIP VALVE LEATHER	S103501423.003	09/17/20	1,652.08	73179
591-544.000-930.000	09/17/20	ETNA	TCIW HYDRANT PARTS VARIOUS	S103501423.001	09/17/20	4,248.99	73179
Total For Check 73179						9,851.07	
Check 73180							

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Check 73180							
591-544.000-930.000	09/17/20	FAMILY FARM & HOME	HOLE SAWS	716/54	09/17/20	27.98	73180
						<u>27.98</u>	
Total For Check 73180							
Check 73181							
582-000.000-158.000	09/17/20	FOULKE CONSTRUCTION	NEW DOORS	20020	09/17/20	4,621.00	73181
591-000.000-158.000	09/17/20	FOULKE CONSTRUCTION	NEW DOORS	20020	09/17/20	12,879.00	73181
						<u>17,500.00</u>	
Total For Check 73181							
Check 73182							
582-175.000-861.000	09/17/20	GARRETT ADAMS	REIMBURSEMENT FOR MEALS & MILEAGE	09.05.2020	09/17/20	705.55	73182
						<u>705.55</u>	
Total For Check 73182							
Check 73183							
582-544.000-726.800	09/17/20	GELZER & SON INC	TOOLS	C386970	09/17/20	3.49	73183
582-544.000-726.800	09/17/20	GELZER & SON INC	TOOLS	C385899	09/17/20	10.28	73183
582-544.000-726.800	09/17/20	GELZER & SON INC	TOOLS	C385843	09/17/20	32.98	73183
590-547.000-930.000	09/17/20	GELZER & SON INC	FOGGER,ENGINE CLEANER, CEMENT,FASEN'	B24684	09/17/20	24.99	73183
590-547.000-930.000	09/17/20	GELZER & SON INC	FOGGER,ENGINE CLEANER, CEMENT,FASEN'	C385219	09/17/20	19.08	73183
591-544.000-930.000	09/17/20	GELZER & SON INC	FOGGER,ENGINE CLEANER, CEMENT,FASEN'	B26487	09/17/20	29.48	73183
591-544.000-930.000	09/17/20	GELZER & SON INC	FOGGER,ENGINE CLEANER, CEMENT,FASEN'	C387788	09/17/20	4.20	73183
						<u>124.50</u>	
Total For Check 73183							
Check 73184							
582-544.000-726.800	09/17/20	HEFFERNAN SOFT WATER SERVICE	BOTTLED WATER	50842	09/17/20	5.40	73184
590-547.000-726.900	09/17/20	HEFFERNAN SOFT WATER SERVICE	DISTILLED WATER WWTP LAB	470	09/17/20	8.75	73184
						<u>14.15</u>	
Total For Check 73184							
Check 73185							
582-175.000-801.000	09/17/20	JEFFERSON TOWNSHIP	WIRES DOWN RESPONSE	204	09/17/20	750.00	73185
						<u>750.00</u>	
Total For Check 73185							
Check 73186							
590-546.000-801.000	09/17/20	JONESVILLE HEALTH CARE PLLC	DOT PHYSICAL	08.31.2020	09/17/20	100.00	73186
						<u>100.00</u>	
Total For Check 73186							
Check 73187							
582-000.000-249.100	09/17/20	LARA - MI PUBLIC SERVICE COMM	LIEAF - AUGUST	08.31.2020	09/17/20	5,511.32	73187
						<u>5,511.32</u>	
Total For Check 73187							
Check 73188							
590-175.000-726.007-CV	09/17/20	LOU'S GLOVES, INC	NITRILE GLOVES FOR COVID-19 PPE	036898	09/17/20	149.00	73188
						<u>149.00</u>	
Total For Check 73188							
Check 73189							
582-175.000-880.000	09/17/20	MCKIBBIN MEDIA GROUP	ADS	131-00079-0006	09/17/20	91.16	73189
582-175.000-880.000	09/17/20	MCKIBBIN MEDIA GROUP	ADS	131-00074-0007	09/17/20	97.00	73189
590-175.000-880.000	09/17/20	MCKIBBIN MEDIA GROUP	ADS	131-00079-0006	09/17/20	45.58	73189
590-175.000-880.000	09/17/20	MCKIBBIN MEDIA GROUP	ADS	131-00074-0007	09/17/20	48.50	73189
591-175.000-880.000	09/17/20	MCKIBBIN MEDIA GROUP	ADS	131-00079-0006	09/17/20	45.57	73189
591-175.000-880.000	09/17/20	MCKIBBIN MEDIA GROUP	ADS	131-00074-0007	09/17/20	48.50	73189
						<u>376.31</u>	
Total For Check 73189							
Check 73190							
590-547.000-801.000	09/17/20	MERIT LABORATORIES	BEF COMPLIANCE TESTING, LEAD AND CO	16917	09/17/20	286.50	73190

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Check 73190							
590-547.000-801.000	09/17/20	MERIT LABORATORIES	BEF COMPLIANCE TESTING, LEAD AND CO	16869	09/17/20	286.50	73190
590-547.000-801.000	09/17/20	MERIT LABORATORIES	BEF COMPLIANCE TESTING, LEAD AND CO	17025	09/17/20	286.50	73190
590-547.000-801.000	09/17/20	MERIT LABORATORIES	BEF COMPLIANCE TESTING, LEAD AND CO	17114	09/17/20	226.50	73190
590-547.000-801.000	09/17/20	MERIT LABORATORIES	BEF COMPLIANCE TESTING, LEAD AND CO	17211	09/17/20	226.50	73190
590-547.000-801.000	09/17/20	MERIT LABORATORIES	BEF COMPLIANCE TESTING, LEAD AND CO	17051	09/17/20	226.50	73190
591-544.000-801.000	09/17/20	MERIT LABORATORIES	BEF COMPLIANCE TESTING, LEAD AND CO	16916	09/17/20	49.00	73190
						1,588.00	
Total For Check 73190							
Check 73191							
582-175.000-920.400	09/17/20	MICH GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	3035459230	09/17/20	42.29	73191
582-175.000-920.400	09/17/20	MICH GAS UTILITIES	NATURAL GAS UTILITY	3034563851	09/17/20	47.14	73191
582-543.000-740.300	09/17/20	MICH GAS UTILITIES	GAS USE FOR AUGUST	3044119486	09/17/20	6,613.31	73191
582-543.000-740.300	09/17/20	MICH GAS UTILITIES	GAS USE FOR AUGUST	3043624761	09/17/20	21.26	73191
582-543.000-740.400	09/17/20	MICH GAS UTILITIES	GAS USE FOR AUGUST	3044119486	09/17/20	6,613.30	73191
582-543.000-740.400	09/17/20	MICH GAS UTILITIES	GAS USE FOR AUGUST	3043624761	09/17/20	21.27	73191
582-543.000-920.400	09/17/20	MICH GAS UTILITIES	GAS USE FOR AUGUST	3043710604	09/17/20	42.53	73191
590-175.000-920.400	09/17/20	MICH GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	3035459230	09/17/20	21.15	73191
590-175.000-920.400	09/17/20	MICH GAS UTILITIES	NATURAL GAS UTILITY	3034563851	09/17/20	23.57	73191
591-175.000-920.400	09/17/20	MICH GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	3035459230	09/17/20	21.14	73191
591-175.000-920.400	09/17/20	MICH GAS UTILITIES	NATURAL GAS UTILITY	3034563851	09/17/20	23.56	73191
						13,490.52	
Total For Check 73191							
Check 73192							
591-544.000-930.000	09/17/20	MICHIGAN PIPE & VALVE	12" VALVE, PIPE LUBE, MARKING PAINT	JO23516	09/17/20	2,142.78	73192
						2,142.78	
Total For Check 73192							
Check 73193							
582-544.000-726.800	09/17/20	PERFORMANCE AUTOMOTIVE	MISC FUEL HOSE AND SUPPLIES	10284-1332680	09/17/20	94.43	73193
582-544.000-730.000	09/17/20	PERFORMANCE AUTOMOTIVE	BATTERIES	10284-1335300	09/17/20	135.99	73193
582-544.000-730.000	09/17/20	PERFORMANCE AUTOMOTIVE	BATTERIES	10284-1335301	09/17/20	2.09	73193
591-544.000-730.039	09/17/20	PERFORMANCE AUTOMOTIVE	HOSECLAMPS, ELECTRICAL	10284-1335356	09/17/20	26.37	73193
591-544.000-930.000	09/17/20	PERFORMANCE AUTOMOTIVE	HOSECLAMPS, ELECTRICAL	10284-1335902	09/17/20	0.98	73193
						259.86	
Total For Check 73193							
Check 73194							
582-000.000-110.000	09/17/20	POWERLINE SUPPLY	INVENTORY	56496315	09/17/20	1,893.33	73194
582-000.000-110.000	09/17/20	POWERLINE SUPPLY	INVENTORY	56495400	09/17/20	1,207.88	73194
582-000.000-110.000	09/17/20	POWERLINE SUPPLY	INVENTORY	56496314	09/17/20	172.56	73194
582-000.000-110.000	09/17/20	POWERLINE SUPPLY	INVENTORY	56498672	09/17/20	847.50	73194
582-000.000-110.000	09/17/20	POWERLINE SUPPLY	INVENTORY	56498710	09/17/20	760.50	73194
582-000.000-110.000	09/17/20	POWERLINE SUPPLY	INVENTORY	56498605	09/17/20	82.30	73194
582-000.000-110.000	09/17/20	POWERLINE SUPPLY	INVENTORY	56498717	09/17/20	1,019.34	73194
582-000.000-158.000-20	09/17/20	POWERLINE SUPPLY	REGULATOR CONTROLS RECLOSER CORD	56501729	09/17/20	6,489.00	73194
						12,472.41	
Total For Check 73194							
Check 73195							
582-544.000-742.000	09/17/20	POWERS CLOTHING, INC.	UNIFORM REPAIR	62928	09/17/20	10.00	73195
						10.00	
Total For Check 73195							
Check 73196							
582-175.000-801.000	09/17/20	QUADIENT LEASING USA, INC	LEASING	N8469826	09/17/20	637.47	73196
590-175.000-801.000	09/17/20	QUADIENT LEASING USA, INC	LEASING	N8469826	09/17/20	318.74	73196
591-175.000-801.000	09/17/20	QUADIENT LEASING USA, INC	LEASING	N8469826	09/17/20	318.73	73196
						1,274.94	
Total For Check 73196							

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Check 73196							
						Total For Check 73196	1,274.94
Check 73197							
591-544.000-930.990	09/17/20	RJT CONSTRUCTION	LEAD SERVICE LINE REPLACEMENTS	2538	09/17/20	27,204.80	73197
591-544.000-930.990	09/17/20	RJT CONSTRUCTION	LEAD SERVICE LINE REPLACEMENTS	2539	09/17/20	2,300.00	73197
						Total For Check 73197	29,504.80
Check 73198							
582-175.000-726.000	09/17/20	RUPERT'S CULLIGAN	WATER - OFFICE	22006	09/17/20	10.00	73198
590-175.000-726.000	09/17/20	RUPERT'S CULLIGAN	WATER - OFFICE	22006	09/17/20	5.00	73198
591-175.000-726.000	09/17/20	RUPERT'S CULLIGAN	WATER - OFFICE	22006	09/17/20	5.00	73198
						Total For Check 73198	20.00
Check 73199							
590-547.000-742.000	09/17/20	SHAWN MULLALY	REIMBURSEMENT - BOOT ALLOWANCE	612632296937	09/17/20	150.00	73199
						Total For Check 73199	150.00
Check 73200							
582-544.000-726.800	09/17/20	SPRATT'S	BAR OIL	164100	09/17/20	13.98	73200
582-544.000-740.000	09/17/20	SPRATT'S	BAR OIL	164250	09/17/20	12.50	73200
						Total For Check 73200	26.48
Check 73201							
590-547.000-930.000	09/17/20	SUPERIOR INDUSTRIAL SALES & SERVICE	GENERATOR MAINTENANCE WWTP	473074	09/17/20	662.81	73201
590-547.000-930.000	09/17/20	SUPERIOR INDUSTRIAL SALES & SERVICE	GENERATOR MAINTENANCE WWTP	473072	09/17/20	1,300.62	73201
						Total For Check 73201	1,963.43
Check 73202							
582-000.000-158.000-20	09/17/20	THOMPSON CONSTRUCTION CO., LLC	BPU OFFICE PARKINGLOT AND SIDEWALK	2019-00227	09/17/20	17,467.00	73202
590-000.000-158.000-20	09/17/20	THOMPSON CONSTRUCTION CO., LLC	BPU OFFICE PARKINGLOT AND SIDEWALK	2019-00227	09/17/20	8,733.50	73202
591-000.000-158.000-20	09/17/20	THOMPSON CONSTRUCTION CO., LLC	BPU OFFICE PARKINGLOT AND SIDEWALK	2019-00227	09/17/20	8,733.50	73202
						Total For Check 73202	34,934.00
Check 73203							
582-000.000-158.000-20	09/17/20	TMI COMPRESSED AIR SYSTEMS, INC	40 HP COMPRESSOR PP	0002741	09/17/20	37,760.92	73203
						Total For Check 73203	37,760.92
Check 73204							
591-545.000-727.200	09/17/20	UNIVAR SOLUTIONS USA INC	SODIUM HYPOCHLORITE	TO910189	09/17/20	1,550.00	73204
591-545.000-727.200	09/17/20	UNIVAR SOLUTIONS USA INC	SODIUM HYPOCHLORITE	TO913158	09/17/20	1,705.00	73204
						Total For Check 73204	3,255.00
Check 73205							
591-545.000-930.000	09/17/20	USABLUBOOK	CHLORINE PUMP	346386	09/17/20	1,512.15	73205
						Total For Check 73205	1,512.15
Check 73206							
582-175.000-925.000	09/17/20	VERIZON WIRELESS	CELL PHONE	9861937630	09/17/20	637.87	73206
590-175.000-925.000	09/17/20	VERIZON WIRELESS	CELL PHONE	9861937630	09/17/20	167.11	73206
591-175.000-925.000	09/17/20	VERIZON WIRELESS	CELL PHONE	9861937630	09/17/20	167.10	73206
						Total For Check 73206	972.08
						Total For Age Less Than 30 Days	321,814.34

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amountcheck #
Fund Totals:						
			Fund 582 ELECTRIC FUND			211,358.75
			Fund 590 SEWER FUND			31,074.55
			Fund 591 WATER FUND			79,381.04
Total For All Funds:						
						321,814.34
--- TOTALS BY GL DISTRIBUTION ---						
582-000.000-110.000			INVENTORY			5,983.41
582-000.000-158.000			CONSTRUCTION WORK IN PROGRESS			4,621.00
582-000.000-158.000-20			CONSTRUCTION WORK IN PROGRESS			6,489.00
582-000.000-158.000-20			CONSTRUCTION WORK IN PROGRESS			37,760.92
582-000.000-158.000-20			CONSTRUCTION WORK IN PROGRESS			17,467.00
582-000.000-249.100			LOW INCOME ENERGY ASSISTANCE			8,125.67
582-000.000-265.000			ACCRUED SALES TAX			38,076.76
582-000.000-693.000			MISC NON-OPERATING INCOME			(241.15)
582-175.000-726.000			SUPPLIES			966.06
582-175.000-801.000			CONTRACTUAL SERVICES			1,583.08
582-175.000-820.000			PILOT			73,763.38
582-175.000-861.000			TRAINING & SEMINARS			705.55
582-175.000-862.000			LODGING AND MEALS			76.53
582-175.000-880.000			COMMUNITY PROMOTION			188.16
582-175.000-920.400			UTILITIES - GAS			89.43
582-175.000-925.000			TELEPHONE			760.43
582-543.000-740.300			NATURAL GAS - ENGINE #5			6,634.57
582-543.000-740.400			NATURAL GAS - ENGINE #6			6,634.57
582-543.000-920.400			UTILITIES - GAS			42.53
582-543.000-925.000			TELEPHONE			138.50
582-543.000-930.000			REPAIRS & MAINTENANCE			20.02
582-544.000-726.800			SUPPLIES - OPERATIONS			360.12
582-544.000-730.000			VEH./EQUIP. MAINT. SUPPLIES			212.02
582-544.000-740.000			FUEL AND LUBRICANTS			12.50
582-544.000-742.000			CLOTHING / UNIFORMS			10.00
582-544.000-861.000			TRAINING & SEMINARS			878.69
590-000.000-158.000-20			CONSTRUCTION WORK IN PROGRESS			8,733.50
590-175.000-726.000			SUPPLIES			455.80
590-175.000-726.007-CV			SUUPPLIES - COVID 19			149.00
590-175.000-801.000			CONTRACTUAL SERVICES			338.74
590-175.000-820.000			PILOT			12,033.33
590-175.000-880.000			COMMUNITY PROMOTION			94.08
590-175.000-920.400			UTILITIES - GAS			44.72
590-175.000-925.000			TELEPHONE			228.39
590-546.000-801.000			CONTRACTUAL SERVICES			100.00
590-547.000-726.900			SUPPLIES - LABORATORY			99.74
590-547.000-742.000			CLOTHING / UNIFORMS			150.00
590-547.000-801.000			CONTRACTUAL SERVICES			2,473.67
590-547.000-930.000			REPAIRS & MAINTENANCE			6,173.58
591-000.000-158.000			CONSTRUCTION WORK IN PROGRESS			12,879.00
591-000.000-158.000-20			CONSTRUCTION WORK IN PROGRESS			8,733.50
591-175.000-726.000			SUPPLIES			455.82
591-175.000-801.000			CONTRACTUAL SERVICES			338.73
591-175.000-820.000			PILOT			9,602.01
591-175.000-861.000			TRAINING & SEMINARS			80.00
591-175.000-880.000			COMMUNITY PROMOTION			94.07
591-175.000-920.400			UTILITIES - GAS			44.70
591-175.000-925.000			TELEPHONE			228.38
591-544.000-730.039			BPU VEHICLE MAINT/SUPPLIES			26.37
591-544.000-801.000			CONTRACTUAL SERVICES			207.42
591-544.000-930.000			REPAIRS & MAINTENANCE			8,221.49

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
EXP CHECK RUN DATES 09/04/2020 - 09/17/2020
JOURNALIZED OPEN AND PAID
BANK CODE: BPUAP

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
		591-544.000-930.990	REPAIRS & MAINTERNACE - LEAD SERVICES			29,504.80	
		591-545.000-727.200	SUPPLIES - SODIUM HYPOCHLORITE			3,255.00	
		591-545.000-727.400	SUPPLIES - PHOSPHATE			4,197.60	
		591-545.000-930.000	REPAIRS & MAINTENANCE			1,512.15	

CITY COUNCIL MINUTES

City of Hillsdale
September 21, 2020
7:00 P.M.

Regular Meeting
Electronic Meeting (COVID-19)

Call to Order and Pledge of Allegiance

Mayor Adam Stockford opened the meeting with the Pledge of Allegiance.

Roll Call

Mayor Adam Stockford called the meeting to order. Clerk Price took roll call.

Council Members present:	Adam Stockford, Mayor R. Greg Stuchell, Ward 1 Anthony Vear, Ward 1 William Morrissey, Ward 2 Cynthia Pratt, Ward 2 William Zeiser, Ward 3 Raymond Briner, Ward 4
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Council Members absent:	Bruce Sharp, Ward 3 Matthew Bell, Ward 4
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Present: David Mackie (City Manager), Attorney Tom Thompson, Katy Price (City Clerk), Scott Hephner (HCPS/HCFD), Chris McArthur (BPU Director), Corey Murray (HDN), David Hambleton, Penny Swan, Jan Hutchins, Jenny German, Jan Nagaldinger, Cullan Wilkerson, Namrata Carolan, Joseph Hendee, Renee Goshan, Dawn Hoover, Brock Goshorn, Gerald Wentz, Dennis Wainscott, Russ Picek, Terri Picek, James Galloway, Doug Ingles and Heather Hutcherson.

Present electronically: Jake Hammel (DPS Director), Alan Becker (Planning/Zoning Administrator), Kristin Bauer (City Engineer), Jason Blake (DPS Foreman), Lucy Moye and Peg Williams.

Approval of Agenda

City Manager Mackie requested Consent item K. Hillsdale College Noise Variance Garden Party and Communication items Hillsdale County Board of Commissioner letter for assessing district be added to the agenda.

Motion by Council Member Morrissey, seconded by Council Member Zeiser to add consent item K. Hillsdale College Noise Variance Garden Party and communication items Hillsdale County Board of Commissioner letter for assessing district to agenda.

By a voice vote, the motion passed unanimously.

Motion by Council Member Morrissey, seconded by Council Member Vear to approve the agenda as amended.

Roll call:	Mayor Stockford	Aye
	Council Member Stuchell	Aye
	Council Member Morrissey	Aye
	Council Member Zeiser	Aye
	Council Member Vear	Aye
	Council Member Pratt	Aye
	Council Member Briner	Aye

Motion passed 7-0.

Public Comment

Jan Nagaldinger, Brach County Human Society, commented on the feral cat issue on the agenda. She would like to see the cats spade and neutered and mentioned there are a lot of services and resources available in the area and stated that not feeding the cats would not solve the issue.

Jenny German, 86 Wright Street, Coldwater, MI, stated that she heads up the snip now spade program, and stated she has a lot of experience with cats and doing the trap neuter return program for community cats, she holds workshops and offers tools.

Jan Hutchins, Branch County Rescue Coalition, commented on the feral cat item. Offered the Coalition's services in aiding the city's cat issue.

Heather Hutcherson, Branch County Human Society, commented that she has been proactive with helping fix cats. She mentioned that not feeding the cats is not going to solve the heavy population in the city.

Dennis Wainscott, 34 Garden Street, commented that not feeding the cats is not correct. He plants gardens and allows the wildlife to eat it if they choose so. He fed cats in his neighborhood in the past. He doesn't think that issuing a citation for feeding cats is the right avenue to take.

Steven, Hillsdale County resident, stated he feeds feral cats and all his cats are wild and will continue to feed them.

Joseph Hendee, 181 Rea Street, commented on the Dawn Theater and TIFA request for a loan for further construction costs.

Brock Goshorn, Hillsdale County, commented that has numerous cats on his property. Stated that not feeding the cats is the issue. He mentioned that the city should work with some of the great organizations with the trap neuter return program.

Renee Goshan, Kat Snips organization, commented on the feral cat item. Suggests the city utilize the resources to help spade and neuter the cats.

David Hambleton, 67 S. Howell Street, commented he has six rescued cats.

Penny Swan, 8 S. Manning Street, commented that it is inhumane and unethical to stop feeding the cats in the city. She also mentioned that the Wayfinding signs as it's a good idea should be held off because of lack of funds in the budget.

Mayor Stockford read aloud a letter from River street residents on the feral cats issue in the community asking the city for help in reducing the population of cats.

Consent Agenda

- A. Approval of Bills
 - 1. City Claims of August 6, 2020: \$126,767.67
City Claims of August 20, 2020: \$134,556.21
City Claims of September 3, 2020: \$166,696.92
 - 2. BPU Claims of August 6, 2020: \$95,816.52
BPU Claims of August 20, 2020: \$412,334.43
BPU Claims of September 3, 2020: \$226,576.05
 - 3. Payroll of August 6, 2020: \$ 188,400.41
Payroll of August 20, 2020: \$187,110.56
Payroll of September 3, 2020: \$185,449.64
- B. City Council Minutes of August 17, 2020
- C. Finance Minutes of August 10, 2020, August 24, 2020 and September 8, 2020
- D. EDC Minutes of June 18, 2020
- E. Planning Commission Minutes of July 21, 2020
- F. TIFA Targeted Development Minutes of July 28, 2020
- G. BPU: Tertiary VFD Controls
- H. BPU: Replacement of Digger Derrick Truck 39-03
- I. Pub n Grub Outdoor Dining Extension

- J. Public Safety Minutes of September 16, 2020
- K. Hillsdale College Noise Variance Garden Party

Motion by Council Member Morrissey, seconded by Council Member Zeiser to approve the Consent agenda as amended.

Roll call:	Mayor Stockford	Aye
	Council Member Stuchell	Aye
	Council Member Morrissey	Aye
	Council Member Zeiser	Aye
	Council Member Vear	Aye
	Council Member Pratt	Aye
	Council Member Briner	Aye

Motion passed 7-0.

Communications/Petitions

- A. Code Enforcement Report: 69 Westwood Abatement Update
- B. Temporary Traffic Control Order 2020-30
- C. Water Outage/Boil Water Notice
- D. Press Release: Workplaces Violating Covid-19 Safety Procedures
- E. Hillsdale County Board of Commissioner letter for Assessing District

The items of communications were received for informational purposes only.

Introduction and Adoption of Ordinances/Public Hearings

Old Business

- A. The Dawn Theater – Verbal Update

Alan Beeker Planning administrator stated the project is moving along per plan. The only issue was the trusses need replaced as they are completely unsalvageable and unsafe. There was allowance for minimal repair but will need to be completely replaced. This has caused TIFA to need some additional financial assistance.

City Manager Mackie discussed interdepartmental loan options to continue the roof portion of the project.

- B. Fayette Street and Other Road Projects – Verbal Update

Kristin Bauer, City Engineer updated the Fayette Street project she stated the project is moving along very well, finished most of the storm sewer and other items. She mentioned that the concrete curb and gutter is tentative to be done sometime next week.

Jake Hammel, DPS Director stated that the city chip seal project went well across Fayette, Howell South, Wildlife, State streets and Three Meadows as it was completed today. Fog Seal will take place Wednesday to Friday.

New Business

- A. Wayfinding Sign System Plan Resolution

City Manager Mackie updated council on the Phase 1 EDC Wayfinding Sign System as this is the EDC project and will be paid for from their funding.

Motion by Council Member Stuchell, seconded by Council Member Vear to approve the Wayfinding sign system plan. **Resolution 3427.**

Roll call:	Mayor Stockford	Aye
	Council Member Stuchell	Aye
	Council Member Morrissey	Aye
	Council Member Zeiser	Aye
	Council Member Vear	Aye
	Council Member Pratt	Aye
	Council Member Briner	Aye

Motion passed 7-0.

B. Dial-A-Ride Title VI Program Revisions

Motion by Council Member Briner, seconded by Council Member Morrissey to approve the Dial-A-Ride Title VI Program Revisions. **Resolution 3428.**

Roll call:	Mayor Stockford	Aye
	Council Member Stuchell	Aye
	Council Member Morrissey	Aye
	Council Member Zeiser	Aye
	Council Member Vear	Aye
	Council Member Pratt	Aye
	Council Member Briner	Aye

Motion passed 7-0.

C. Feral Cat Feeding

City Manager Mackie updated council on the concern from residents on the population of feral cats and asked council to come up with a direction on how the city should address the situation.

Many council members mentioned to utilize the available organizations to help aid the cat population and use the trap neuter release program.

Further council discussion ensued.

No action taken.

D. 2020 Halloween Trick or Treating Discussion

Mayor Stockford stated that the city does not set Halloween it is a national holiday the city holds suggested hours of 6:00 p.m. to 8:00 p.m. for trick or treating. The city doesn't have the authority to cancel Halloween but does suggest all be safe and cautious.

No action taken.

Miscellaneous Reports

A. Proclamation – Fetal Alcohol Syndrome Awareness Month

Mayor Stockford read the proclamations aloud.

B. Appointments- Brownfield Redevelopment Authority– Tim Dixon, Rachel Lott
 Planning Commission- Kerry Laycock
 TIFA- Mary Margaret Spiteri, Lance Lashaway

Motion by Council Member Vear, seconded by Council Member Briner to approve all the appointments as presented.

By a voice vote, the motion passed unanimously.

C. Other – None

General Public Comment

Jan Nagaldinger, Branch County Human Society, stated the cost for spade and neutering is between \$25 and \$46 per cat through organizations. Some businesses that the human society deals with will sponsor cats.

Jenny German, 86 Wright Street, Coldwater, MI, stated the difference between a feral cat and a wild cat and mentioned there are programs for adoption and other options.

Namrata Carolan, Hillsdale County Commissioner District 5, thanked council and the mayor for working with law enforcement. She is in support of law enforcement, the constitution and the president of the United States.

Doug Burley, Hillsdale City resident, inquired about the leaf collection schedule and asked if anything was changed from last year as the bagging system didn't work well.

Lance Lashaway, Hillsdale County resident, thanked city police for their help with a situation he had recently.

Heather Hutcherson, Brach County Human Society, thanked council for looking at a trap neuter and release option.

Corey Murray, HDN, stated that there will be a Halloween Trick or Treat Drive Thru at the fairgrounds on October 31, 2020 from 2:00 p.m. to 5:00 p.m. and invited all to come out. He thanked the many organizations involved in making the event happen.

David Hambleton, 67 S. Howell Street, thanked the city police and council for the support of the American legion 5k run for veterans.

Joseph Hendee, 181 Rea Street, thanked city manager Mackie for clarification on the TIFA loan options.

Jack McClain, Hillsdale County resident, stated the city has social discrimination. He mentioned the wayfinding signs and asked why Hillsdale Beauty College wasn't considered as part of the signage. He suggested that the Mayor thank groups as a whole and not individuals when they are doing good things or projects around the city.

City Manager's Report

City Manager Mackie, stated the census numbers are at 69.4% within the city and the state is at 70.7%, Hillsdale County is at 65%.

Mr. Mackie stated the city submitted for Cares act funds through the state for public safety a few months ago. The City received notification of receiving \$88,000 and also a notification for hazard pay reimbursement for police and fire in the amount of \$34,000.

City Manager Mackie mentioned that the city promotes positive things going on within the city. But staff doesn't see everything and asked anyone to mention it to city staff so we can share the information.

Council Comments

Council Member Briner mentioned the Hillsdale county fairgrounds are doing a fair food drive thru October 1-3, 2020.

Council Member Stuchell stated the Hillsdale Civil Air Patrol has a 2nd cadet receiving the Mitchell Award. There are 25,000 cadets around the United States and 15% of cadets received that award.

Mayor Stockford commended the city police and local law enforcement for all their hard working with an increase of incidents recently.

Adjournment

Council Member Briner, seconded by Council Member Pratt moved to adjourn the meeting.

By a voice vote, the motion passed unanimously.

The meeting adjourned at 8: 53 p.m.

Adam L. Stockford, Mayor

Katy Price, City Clerk

Airport Advisory Committee meeting 6-27-2020

Members Present: Mike Prince, Monico Lopez . Steve Vear, Brandon Deasy, Travis Stebelton Manager, Ginger Moore Airport manager.

Thoughts and Concerns of our AAC President: Monico

- We need to become more productive in presentation of the airport
- He talked about the importance of making the public aware of the airport

He also talked about making the children important and providing a bigger playground

There was conversation concerning getting the tables ready for this event and talking to Jake, letting him know that the tables we have are no longer repairable. Pastor Mike will look into this.

Some of the other needs were shared that the airport needed a fence for privacy and protection. The other thing was to look at the possibility of installing more Internet wireless type cameras using solar power as the power source. There is also some conversation about putting in a gravel road.

We also conversed about the upcoming fly day for the airport. Noting that the exchange club was handling most of the details, and that everyone on the airport committee should be involved. The flying day has been scheduled for September 13. There was more discussion about getting credit cards that can be used for the fuel Farm.

Ginger our Airport manager also shared much of this information from her report, and the secretary's report was presented, with a motion made by Pastor Mike, and seconded by Monico, with all in favor. Motion passed.

Ginger has already made a flyer that be shared with the public, about the fly In, our local radio station and newspaper will be announcing, as well as the information shared by the exchange club.

Be it resolved that the coffee will be provided as part of the meal, for the Fly in, but there will also be opportunity in another area of the airport to sell specialty coffee.

Motion made to close the meeting Pastor Mike, seconded by Monico. All were in favor. Motion passed

Next meetings will be, Sept 19, at 10 am, and Dec 5, at 10 am

Respectfully submitted

Mike Prince AAC Secretary



CITY OF HILLSDALE

Tax Increment Finance Authority TIFA Regular Meeting July 21, 2020

Minutes

I. Call to Order at 7:48 am

- A. Members Present: Vice Chair Andrew Gelzer, Cindy Bieszk, Mary Wolfram, John Spiteri, Councilman Greg Stuchell, Margaret Braman, Matthew McLain
- B. Others present: Alan Beeker, Jack McLain
- C. Members Absent: Tim Dixon, Darin Spieth, Kathy Newell, Michael Clark

II. Consent Agenda

- A. Minutes from Meeting 5/19/2020
- B. Minutes from Targeted Development 6/23/2020
- C. Minutes from Dawn Theater Governance Board (DTGB) 5/26/2020
- D. Financial Reports
- E. State Treasury Report for 2019-20

Cindy Bieszk moved to accept the minutes and agenda with changes, Greg Stuchell seconded, motion passed.

III. Communications

- A. Minutes from Economic Development Corporation meeting – 02/20/2020
- B. Minutes from Organizational meeting of Friends of Dawn Theater – 07/08/2020

IV. Public Comment

Jack McLain noted that the Friends of Dawn Theater minutes noted Kathryn Wales was mentioned in the DTGB minutes but there is no mention in the DTGB minutes as published. He still questions the requirements for TIFA Board members. He would like to know if TIFA had pursued the expansion of the District under the new Act. He feels it would be in the best interest if the TIFA would own the organ, not the Friends of Dawn Theater.

V. Membership Update

- A. New Members Welcome. The Board welcomed the newest members, Margaret Braman and Matthew McLain.

- B. Board Vacancies. Mr. Beeker let the Board know that there are two vacancies left by Mr. Sumnar and Dr. Miller.
- C. Officer Elections. Cindy Bieszk nominated Andrew Gelzer for Chair, Greg Stuchell seconded, motion passed. Andrew Gelzer nominated John Spiteri for Vice Chair, Greg Stuchell seconded, motion passed.
- D. Committee Appointments. Margaret Braman was appointed to the Beautification Committee and Matthew McLain was appointed to the Program Review Committee.

VI. Committee Reports

- A. Program Review Committee – Cindy Bieszk, Chair
 - 1. General Report – Nothing new to report
- B. Targeted Development Committee – Andrew Gelzer, Chair
 - 1. General Report – The Committee is currently looking at the liquor license to determine whether keeping it or selling it is the best option for TIFA and the Dawn Theater.
- C. Beautification/ Downtown Amenities- Kathy Newell, Chair
 - 1. General Report – Nothing new to report.
- D. Dawn Theater Governance Board (DTGB) – Mary Wolfram, Liaison
 - 1. General Report – Mary Wolfram told the Board that the organization of Friends of Dawn Theater was complete. Kathryn Wales is the Chair. The group has received their first donation and has opened a checking account with the funds.

VII. Old Business

- A. Dawn Theater Project Update – Mr. Beeker gave a brief update on the project. The Mason is approx. 1/3 completed with the front façade and has begun repair to the rear walls. Demolition is approx. 60% complete.

VIII. New Business

- A. Informational Meeting Requirements. The re-codified TIFA Act 57 of 2018, Sec. 125.410 (910 (4)) states that two informational meetings that are in addition to regular board meetings must be held annually. The meeting can be held in conjunction with another public meeting of the authority. Mr. Beeker suggested that the first one be held at the Library and that the second could be held with Council.
- B. Councilman Stuchell read a letter that a group of residents have signed and will be sending to the Michigan Economic Development Corporation (MEDC). The letter thanks MEDC for working with the City to help improve the infrastructure and preserve the historic fabric of the downtown.

IX. Economic Development Update/Board Round Table

Kelly LoPresto submitted a brief report to TIFA.

New Businesses to the Downtown: The Salty Shark, a women’s clothing boutique located at 33 N. Broad St., MoseArt, an Artisan Gallery located at 41 N. Broad St., and The Pediatric Place, Pediatric Healthcare located at 39 North St.

The following businesses relocated to a larger space within the City of Hillsdale: Smith's Flowers -92 N Broad St., The Blossom Shop – 14 N. Howell St, Crow's Nest-34 E. Bacon St., Jilly Bean's – 18 N. Howell St, and Cottage Inn/Silo's Fun Park – 3883 W Carleton Rd.

Current Office Solutions is still open mainly as an online only business at www.currentofficesolutions.com.

ExtrOrdinary Solutions located at 41 E. Bacon St. and provides in-home services: Home Health Care, Community Living, Companion Care and Housekeeping.

Now available: Open Road RV Repair – Mobile RV Repair Service - Open road is a 100% mobile service that comes to customers' homes, campsites, storage areas, etc., 1-800-708-1976 or www.camper-repair.com.

- X. **Adjournment** – Greg Stuchell moved to adjourn, Mary Wolfram seconded. Meeting adjourned at 8:30 a.m.

Next Regular Meeting: September 15, 2020 at 7:30 am.

Planning Commission Meeting Minutes
Hillsdale City Hall
Council Chambers
August 18, 2020
5:30 pm

Call to Order

Commissioner Ron Scholl (acting Chair with the absence of Chair Nutter and Vice Chair Moore) called the meeting to order, followed by the Pledge of Allegiance.

Members Present

Secretary Penny Swan, Mayor Pro-Tem Will Morrissey, Commissioner Ron Scholl, Commissioner Jacob Parker, Commissioner Elias McConnell.

Members Absent

Vice Chairman Eric Moore

Public Present

Alan Beeker Zoning Administrator, Exchange Club President Mike Nye

Public Comment

None

Consent Agenda and Minutes

Motion to approve the consent agenda as amended with Commissioner Chair Sam Nutter's resignation letter added and with minutes from the last meeting made by Commissioner Morrissey, seconded by Commissioner Parker, motion passed unanimously.

Site Plan Review

Exchange Club/City Basketball Court

Mike Nye the President of the Exchange Club was present to give the Club's vision of the basketball court at 49 Union St. Mike Nye answered any questions.

Motion to approve the site plan made by Commissioner Swan, second by Commissioner McConnell. Motion passed unanimously.

Old Business

None

New Business

Election of a Chairman

Motion made by Commissioner Morrissey to appoint Commissioner Eric Moore to the Chairman of the Planning Commission, seconded by Commissioner Swan, Motion passed unanimously.

Motion made by Commissioner Swan to appoint Commissioner Ron Scholl as Vice Chairman of the Planning Commission, seconded by Commissioner Morrisey, Motion passed unanimously.

Master Plan Review and Zoning Review

Alan Beeker continues to work on and format the master plan. Further discussion on goals for the master plan and the upgrades around the City that will need to take place.

Commissioner's Comments

Commissioner Morrisey said there should be an apostrophe after the 's' in the Commissioners' Comment title to make it plural possessive.

Adjournment

Motion to adjourn made by Commissioner Swan, seconded by Commissioner Morrisey, motion passed. Meeting adjourned at 6:45 pm.

Next meeting: September 15, 2020 at 5:30 pm.

CITY OF HILLSDALE



Economic Development Corporation
97 North Broad Street
Hillsdale, Michigan 49242-1695
(517) 437-6426

EDC MINUTES **BUSINESS REVIEW COMMITTEE** **CITY HALL, 97 N. BROAD ST., 2ND FLOOR** **July 10, 2020 at 7:30 am**

I. Call to Order 7:31 am

Members Present: Andrew Gelzer, Richard Moeggenberg, Dean Affholter, Rachel Lott
Member Excused: John Condon
Others Present: Kelly LoPresto (Economic Development Coordinator)

II. Consent Agenda:

Ms. Lott moved to approve the Business Review Committee meeting minutes from November 20, 2019 and the consent agenda as presented. Mr. Gelzer seconded. Motion passed.

III. Public Comment on Agenda Items

None

IV. New Business

1. Gift Card Program – The committee discussed the gift card program that other communities have done and been successful. The program would support local businesses by putting \$10,000 back into the community. The consumer would purchase a \$25 gift card and EDC would contribute \$10 for every gift card sold up to 1,000 gift cards. The committee asked Ms. LoPresto to discuss the program with other communities that have done the program and send out a brief survey to businesses. The committee will meet in August to discuss further.
2. Grant Program – discussed and decided not interested in this program.

V. Old Business

No Old Business

VI. Public Comment

None

- ### **VII. Adjournment at 8:29 am** – Mr. Moeggenberg moved to adjourn, Ms. Lott seconded, motion passed. Next meeting is August 7, 2020 at 7:30 a.m.

City of Hillsdale

Agenda Item Summary

Meeting Date: October 5, 2020
Agenda Item: Communication
Subject: New Year's Eve Bash, 2020

Background:

The New Year's Eve committee is comprised of City Employees and members of the community; the committee has met and discussed concerns and options regarding hosting and planning an event for this year in regards to gathering limits and social distancing. Historically we have reserved and made down payments before this time of year for buildings and attractions that include fireworks and an ice skating rink. Current issues include a nonrefundable down payment for the skating rink and we are not able to rent buildings in the fairgrounds at this time if the event will have more than 10 people for an indoor gathering and no more than 100 for an outdoor gathering. The gathering limits may change if our region moves to stage 5 of the reopening phases however our event exceeds that limit also.

The committee met and unfortunately decided to post-pone the event until December 31, 2021. As of this date we have received one donation and two grants. All funders have graciously approved for the funds to be used in 2021.

The Committee respectfully informs council of our decision to post-pone the New Year's Eve Bash until December 31, 2021.

Respectfully submitted,

New Year's Eve Bash Committee



Mrs. Stock's Park

97 N. Broad St., Hillsdale, MI 49242

September 2020

Dear Friends of Mrs. Stock's Park,

This past year we have enhanced Mrs. Stock's Park with four new picnic tables which have custom roofs and concrete floors. We have added bird houses on poles around the park.

We were able to continue our very very popular Concert in the Park series on Tuesday evenings. Nearly every weekend from spring through fall Mrs. Stock's Park is the site of weddings, anniversary parties, and family reunions. Often during the week workers from downtown bring their lunches, young families have picnics, artists come to paint, and people come to walk or run. Mrs. Stock's Park flowers and gardens are often featured by local photographers at the Hillsdale County Fair

In the upcoming months we hope to add new plantings in three areas: by the pavilion, on the slope by the mill race, and at the back of the park. We hope to replace trees which were lost last year. A beautiful bronze sign reading "Mrs. Stock's Park" will be placed at the front gate. We hope to add more benches and we need additional trash receptacles. As always, we will partner with Michigan State University to support the health of the pond and enhance the beauty of the park.

In order to maintain the park as we enjoy it today and for many tomorrows, we rely on your support. Below is a form to complete and detach from this letter. For your convenience, we have enclosed a preaddressed envelope. Please make your check to payable to Mrs. Stock's Park. We thank you.

Sincerely,

The Mrs. Stock's Park Committee

Cory Champion, Mitzi Dimmers, Connie Erholtz, Cindy LaFollette,

Michelle Loren, Dianne Miller, Colleen Savarino, Tom Walworth, Louise Worms

Mrs. Stock's Park 97 N. Broad St. Hillsdale, MI 49242

Yes, I/We want to help!

Name _____

Address _____

Amount of gift _____

CITY OF HILLSDALE 2020 RESIDENTIAL BRUSH COLLECTION NOTICE

The City of Hillsdale Department of Public Services will provide a onetime curbside residential collection of brush only. This service is offered to its *residents only* in the month of October.

Residents are reminded of the following collection requirements:



Brush Collection: *Brush is defined as any large enough woody material that would be chipped.*

Fall Brush collection will begin at **7:00 am** on **Monday, October 19th**, crews cannot return to pick up material set out late. Therefore it is very important to have material at the curb by 7:00 am. Material needs to be placed at the curb with the cut end facing the street. Limbs less than 8 feet in length and up to 8 inches in diameter only will be collected.

No stumps, large trunks, stones or dirt are picked up and keep branches and brush piles away from all utility poles, telephone service pedestals, water shut-off valves, fire hydrants, etc. **Also do not place items in the street.** This causes additional clean-up problems on the street surface, in storm sewers and may obstruct visibility or cause traffic flow problems.

Collection is intended for residential scale only and is **not intended for commercial properties** or those clearing vacant or overgrown land. No brush from outside the city is allowed to be placed at the curb.



Yard Waste Collection: *Grass clippings, leaves, garden waste, small shrub clippings, weeds and other small items that can be bagged in brown biodegradable paper bags.*

Fall 1st collection will be conducted by Modern Waste Systems on **Saturday, November 7th**. Bags can be placed at the curb no earlier than October 31st. Fall 2nd collection will be conducted by Modern Waste Systems on **Saturday, December 5th**. Bags can be placed at the curb no earlier than November 28th. Material must be bagged in brown biodegradable paper

bags, plastic will not be accepted along with no loose piles of material. Modern Waste will only be conducting two collections in the fall.

Compost Site: The City of Hillsdale will also open the Compost Site on Waterworks Ave to City Residents (only) for **BRUSH** (only). Hours are 7:00 am to 3:00 pm Monday – Friday. Closed Saturday and Sunday. **NO DUMPING IS PERMITTED AFTER HOURS.**

Violators of any of these regulations may be ticketed.

Questions regarding Residential Brush Collection should be directed to the Department of Public Services either on the web site www.cityofhillsdale.org or by phone 517-437-6490

City of Hillsdale

Agenda Item Summary

Meeting Date: **October 5, 2020**

Agenda Item #: **New Business**

SUBJECT: **NEZ Application from Commonwealth Developments**

BACKGROUND PROVIDED BY STAFF (Kelly LoPresto, Economic Development Coordinator)

Four applications dated September 21, 2020 requesting Neighborhood Enterprise Zone Certificates were submitted to the City Clerk's office by Commonwealth Developments for proposed new facilities to be built on property they own at 65, 67, 85 and 87 Hillsdale Commons Drive, within the Hillsdale NEZ #4 established by Council resolution on November 18, 2019. Staff has reviewed the application and finds that it appears to be complete and in correct form. Section 5 of the Neighborhood Enterprise Zone Act (Public Act 147 of 1992), states, "Not more than 60 days after receipt by its clerk of an application under section 4, the governing body of the local governmental unit by resolution shall approve the application for a neighborhood enterprise zone certificate."

RECOMMENDATION:


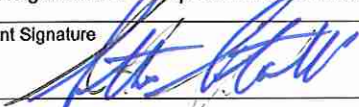
Economic Development Corporation Business Review Committee and staff recommends that Council adopt the attached Resolutions to Approve Applications for Neighborhood Enterprise Zone New Certificates.

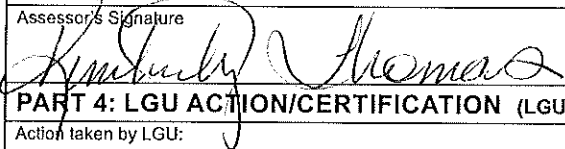
Application for Neighborhood Enterprise Zone Certificate

Issued under authority of Public Act 147 of 1992, as amended.

LOCAL GOVERNMENTAL UNIT USE ONLY	
Application No.	Date Received 09/21/2020
STATE USE ONLY	
Application No.	Date Received

Read the instructions before completing the application. This application must be filed prior to building permit issuance and start of construction. Initially file one original application (with legal description) and two additional copies of this form with the clerk of the local governmental unit (three complete sets). The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the local governmental unit (LGU). This form is also used to file a request for the transfer of an existing NEZ certificate. Please see the instruction sheet.

PART 1: OWNER/APPLICANT INFORMATION (Applicant must complete all fields)			
Applicant Name Commonwealth Developments		Type of Approval Requested <input checked="" type="checkbox"/> New Facility <input type="checkbox"/> Rehabilitation Facility <input type="checkbox"/> Transfer (1 copy only)	
Facility's Street Address 65 Hillsdale Commons Drive		Amount of years requested for exemption (6-15) 10	Is the facility owned or rented by occupants? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented
City Hillsdale	State MI	ZIP Code 49242	Type of Property <input type="checkbox"/> House <input type="checkbox"/> Duplex <input checked="" type="checkbox"/> Condo <input type="checkbox"/> Loft <input type="checkbox"/> Apartment - No. of Units _____
Name of City, Township or Village (taxing authority) Hillsdale <input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village			
County Hillsdale	School District Hillsdale		
Name of LGU that established district City of Hillsdale		Name or Number of Neighborhood Enterprise Zone No. 4	Date district was established 11/18/19
Identify who the work was completed by <input checked="" type="checkbox"/> Licensed Contractor <input type="checkbox"/> Other _____		Estimated Project Cost (per unit) \$200,000	
Describe the general nature and extent of the new construction or rehabilitation to be undertaken. Include Breakdown of Investment Cost. Use attachments if necessary. Hillsdale Commons 5 - new construction; 1,590 sq. ft. living space w/ 2-car garage			
Timetable for undertaking and completing the rehabilitation or construction of the facility. 8 months		<div style="text-align: center;">  <p>SEP 21 2020</p> <p>CITY OF HILLSDALE CITY CLERK'S OFFICE</p> </div>	
PART 2: APPLICANT CERTIFICATION			
Contact Name Rick Jenkins	Contact Telephone Number 517-849-7470	Contact Fax Number 517-826-9093	Contact E-mail Address rjenkins@stollcm.com
Owner/Applicant Name Steve Stoll	Owner/Applicant Telephone Number 517-849-7470	Owner/Applicant Mailing Address (Street No., City, State, ZIP Code) 590 Olds St., Jonesville, MI 49250	Owner/Applicant E-mail Address sstoll@stollcm.com
I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.			
I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.			
Owner/Applicant Signature 		Date 9-21-2020	

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.			
<input checked="" type="checkbox"/> By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.			
Name of LGU City of Hillsdale			
Name of Assessor (First and last name) Kimberly Thomas		Telephone Number (517) 437-6456	
Fax Number (517) 467-6448		E-mail Address assessor@cityofhillsdale.org	
I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.			
Assessor's Signature 			Date 09/21/2020
PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)			
Action taken by LGU:		The State Tax Commission requires the following documents be filed for an administratively complete application:	
<input type="checkbox"/> Exemption Approved for _____ Years (6-15)		<input type="checkbox"/> 1. Original Application	
<input type="checkbox"/> Exemption Approved for _____ Years (11-17 historical credits)		<input type="checkbox"/> 2. Legal description of the real property with parcel code #	
<input type="checkbox"/> Exemption Denied (include Resolution Denying)		<input type="checkbox"/> 3. Resolution approving/denying application (include # of years)	
Date of resolution approving/denying this application		<input type="checkbox"/> 4. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.	
Clerk's Name (First and Last)		Telephone Number	
Fax Number		E-mail Address	
Mailing Address		City	State ZIP Code
I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.			
I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.			
Clerk Signature			Date

The LGU should mail the original completed application and required documents to the following address:

State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Note: Additional documentation will be required for further processing of the application and for the issuance of the certificate of exemption. These documents should be sent directly to the State of Michigan only after the original application is filed with the LGU clerk and approved by the LGU. See the instruction sheet attached.

Any questions concerning the completion of this application should be directed to the LGU clerk.

Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

09/21/2020 11:21 AM

Parcel:	006-426-403-05	Current Class:	407.407 RESIDENTIAL CONDO
Owner's Name:	COMMONWEALTH DEV & PROPERTIES	Previous Class:	005.005 NEW SPLIT/COMBINED
Property Address:	65 HILLSDALE COMMONS DR HILLSDALE, MI 49242	Gov. Unit:	006 HILLSDALE
		MAP #	WARD 4
		School:	30020 HILLSDALE COMM PUBLIC SCHS
		Neighborhood:	4N4SE 4N4SE.WARD 4 NEZ 4 SOUTHEAST AD
Liber/Page:	1762/0201	Created:	06/24/2020
Split:	06/24/2020	Active:	Active
Public Impr.:	None		
Topography:	None		

Mailing Address:

COMMONWEALTH DEV & PROPERTIES
LLC
HILLSDALE COMMONS CONDOMINIUM
590 OLDS ST
JONESVILLE MI 49250

Description:

UNIT #5 HILLSDALE COMMONS CONDO SEC 26 T6S R3W FOURTH WARD
SPLIT ON 06/22/2020 FROM 006-426-401-06;

Most Recent Sale Information

None Found

Most Recent Permit Information

None Found

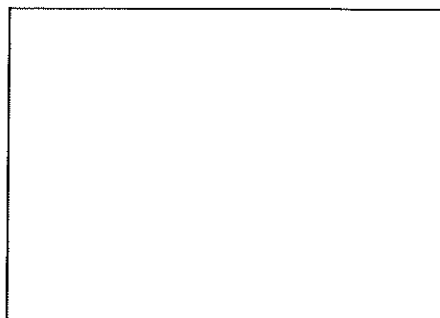
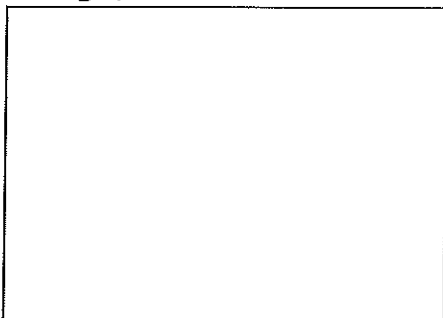
Physical Property Characteristics

2021 S.E.V.:	Tentative	2021 Taxable:	Tentative	Lot Dimensions:	
2020 S.E.V.:	0	2020 Taxable:	0	Acreage:	0.00
Zoning:	RD-1	Land Value:	1,000	Frontage:	0.0
PRE:	0.000	Land Impr. Value:	0	Average Depth:	0.0

Improvement Data

None

Image/Sketch



NEZ - New			
Date of Estimate:	9/22/2020		
Applicant:	Commonwealth Developments		
Parcel #:	006-426-403-05	(also 006-426-403-06, 006-426-403-07, 006-426-403-08)	
Value of home:	\$ 200,000		
Taxable value:	\$ 100,000	(Building only - land is taxed separately at ad valorem rate)	
(assuming no change in value for 10 years)			
Taxes are calculated by multiplying (taxable value x (tax rate/1,000)) x 1.01 (1% admin fee)			
Based on 2020 tax rates			

Without NEZ	Tax Rate	Annual Taxes	10 yr total
Ad Valorem (100% PRE)	41.2832	\$ 4,169.60	\$ 41,696.03

With NEZ			
Year 1	17.52000	\$ 1,769.52	
Year 2	17.52000	\$ 1,769.52	
Year 3	17.52000	\$ 1,769.52	
Year 4	17.52000	\$ 1,769.52	
Year 5	17.52000	\$ 1,769.52	
Year 6	17.52000	\$ 1,769.52	
Year 7	17.52000	\$ 1,769.52	
Year 8	31.93910	\$ 3,225.85	
Year 9	35.05370	\$ 3,540.42	
Year 10	38.16860	\$ 3,855.03	
			\$ 23,007.94

Potential Savings with NEZ:

\$ 18,688.09

Resolution # _____

A Resolution to Approve an Application for Neighborhood Enterprise Zone New Certificate, PA 147 of 1992, as amended

Minutes of a regular meeting of the Common Council of the City of Hillsdale, held on October 5, 2020, at City Hall, 97 North Broad Street in Hillsdale, Michigan at 7:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by _____, and supported by _____.

Resolution # _____ Approving an Application for a Neighborhood Enterprise Zone New Certificate for Commonwealth Developments Located at 65 Hillsdale Commons Drive, Hillsdale, Michigan 49242.

WHEREAS, the Common City Council of the City of Hillsdale established a Neighborhood Enterprise Zone on November 18, 2019 as required under PA 147 of 1992 after a public hearing held on October 21, 2019; and

WHEREAS, the applicant Commonwealth Developments is not delinquent on any taxes related to the facility, and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Hillsdale

Be and hereby is granted a Neighborhood Enterprise Zone New Facility Exemption for property located at 65 Hillsdale Commons Drive, Hillsdale, Michigan for a period of 10 years, beginning December 31, 2020, and ending December 30, 2030, pursuant to the provisions of PA 147 of 1992, as amended.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

PASSED IN OPEN COUNCIL MEETING THIS 5th DAY OF OCTOBER, 2020.

Adam Stockford, Mayor

ATTEST:

Katy Price, Clerk

Application for Neighborhood Enterprise Zone Certificate

Issued under authority of Public Act 147 of 1992, as amended.

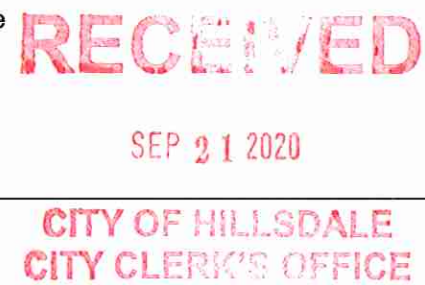
LOCAL GOVERNMENTAL UNIT USE ONLY	
▶ Application No.	▶ Date Received 09/21/2020
STATE USE ONLY	
▶ Application No.	▶ Date Received

Read the instructions before completing the application. This application must be filed prior to building permit issuance and start of construction. Initially file one original application (with legal description) and two additional copies of this form with the clerk of the local governmental unit (three complete sets). The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the local governmental unit (LGU). This form is also used to file a request for the transfer of an existing NEZ certificate. Please see the instruction sheet.

PART 1: OWNER/APPLICANT INFORMATION (Applicant must complete all fields)

Applicant Name Commonwealth Developments			Type of Approval Requested <input checked="" type="checkbox"/> New Facility <input type="checkbox"/> Rehabilitation Facility <input type="checkbox"/> Transfer (1 copy only)		
Facility's Street Address 65 Hillsdale Commons Drive			Amount of years requested for exemption (6-15) 10		
City Hillsdale	State MI	ZIP Code 49242	Is the facility owned or rented by occupants? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented		
Name of City, Township or Village (taxing authority) Hillsdale			Type of Property <input type="checkbox"/> House <input type="checkbox"/> Duplex <input checked="" type="checkbox"/> Condo <input type="checkbox"/> Loft <input type="checkbox"/> Apartment - No. of Units _____		
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village		School District Hillsdale			
Name of LGU that established district City of Hillsdale		Name or Number of Neighborhood Enterprise Zone No. 4	Date district was established 11/18/19		
Identify who the work was completed by <input checked="" type="checkbox"/> Licensed Contractor <input type="checkbox"/> Other _____			Estimated Project Cost (per unit) \$200,000		

Describe the general nature and extent of the new construction or rehabilitation to be undertaken. Include Breakdown of Investment Cost. Use attachments if necessary.
Hillsdale Commons 6 - new construction; 1,590 sq. ft. living space w/ 2-car garage



Timetable for undertaking and completing the rehabilitation or construction of the facility.
8 months


PART 2: APPLICANT CERTIFICATION

Contact Name Rick Jenkins	Contact Telephone Number 517-849-7470
Contact Fax Number 517-826-9093	Contact E-mail Address rjenkins@stollcm.com
Owner/Applicant Name Steve Stoll	Owner/Applicant Telephone Number 517-849-7470
Owner/Applicant Mailing Address (Street No., City, State, ZIP Code) 590 Olds St., Jonesville, MI 49250	Owner/Applicant E-mail Address sstoll@stollcm.com

I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.

I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.

Owner/Applicant Signature 	Date 9-21-2020
-------------------------------	--------------------------

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.			
<input checked="" type="checkbox"/> By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.			
Name of LGU City of Hillsdale			
Name of Assessor (First and last name) Kimberly Thomas		Telephone Number (517) 437-6456	
Fax Number (517) 467-6448		E-mail Address assessor@cityofhillsdale.org	
I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.			
Assessor's Signature 			Date 09/21/2020
PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)			
Action taken by LGU:		The State Tax Commission requires the following documents be filed for an administratively complete application:	
<input type="checkbox"/> Exemption Approved for _____ Years (6-15)		<input type="checkbox"/> 1. Original Application	
<input type="checkbox"/> Exemption Approved for _____ Years (11-17 historical credits)		<input type="checkbox"/> 2. Legal description of the real property with parcel code #	
<input type="checkbox"/> Exemption Denied (include Resolution Denying)		<input type="checkbox"/> 3. Resolution approving/denying application (include # of years)	
Date of resolution approving/denying this application		<input type="checkbox"/> 4. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.	
Clerk's Name (First and Last)		Telephone Number	
Fax Number		E-mail Address	
Mailing Address		City	State ZIP Code
I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.			
I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.			
Clerk Signature			Date

The LGU should mail the original completed application and required documents to the following address:

State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Note: Additional documentation will be required for further processing of the application and for the issuance of the certificate of exemption. These documents should be sent directly to the State of Michigan only after the original application is filed with the LGU clerk and approved by the LGU. See the instruction sheet attached.

Any questions concerning the completion of this application should be directed to the LGU clerk.

Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

09/21/2020 11:21 AM

Parcel:	006-426-403-06	Current Class:	407.407 RESIDENTIAL CONDO
Owner's Name:	COMMONWEALTH DEV & PROPERTIES	Previous Class:	005.005 NEW SPLIT/COMBINED
Property Address:	67 HILLSDALE COMMONS DR HILLSDALE, MI 49242	Gov. Unit:	006 HILLSDALE
		MAP #	WARD 4
		School:	30020 HILLSDALE COMM PUBLIC SCHS
		Neighborhood:	4N4SE 4N4SE.WARD 4 NEZ 4 SOUTHEAST AD
Liber/Page:	1762/0201	Created:	06/24/2020
Split:	06/24/2020	Active:	Active
Public Impr.:	None		
Topography:	None		

Mailing Address:

COMMONWEALTH DEV & PROPERTIES
LLC
HILLSDALE COMMONS CONDOMINIUM
590 OLDS ST
JONESVILLE MI 49250

Description:

UNIT #6 HILLSDALE COMMONS CONDO SEC 26 T6S R3W FOURTH WARD
SPLIT ON 06/22/2020 FROM 006-426-401-06;

Most Recent Sale Information

None Found

Most Recent Permit Information

None Found

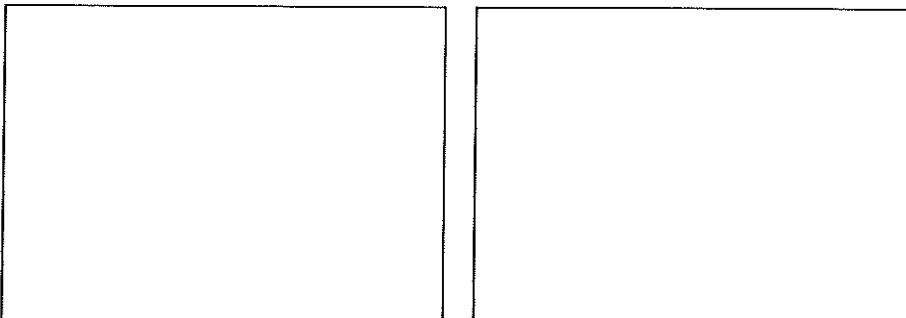
Physical Property Characteristics

2021 S.E.V.:	Tentative	2021 Taxable:	Tentative	Lot Dimensions:	
2020 S.E.V.:	0	2020 Taxable:	0	Acreage:	0.00
Zoning:	RD-1	Land Value:	1,000	Frontage:	0.0
PRE:	0.000	Land Impr. Value:	0	Average Depth:	0.0

Improvement Data

None

Image/Sketch



NEZ - New			
Date of Estimate:	9/22/2020		
Applicant:	Commonwealth Developments		
Parcel #:	006-426-403-05	(also 006-426-403-06, 006-426-403-07, 006-426-403-08)	
Value of home:	\$ 200,000		
Taxable value:	\$ 100,000	(Building only - land is taxed separately at ad valorem rate)	
(assuming no change in value for 10 years)			
Taxes are calculated by multiplying (taxable value x (tax rate/1,000)) x 1.01 (1% admin fee)			
Based on 2020 tax rates			

Without NEZ	Tax Rate	Annual Taxes	10 yr total
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Potential Savings with NEZ:

\$ 18,688.09

Resolution # _____

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PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by _____, and supported by _____.

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AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

PASSED IN OPEN COUNCIL MEETING THIS 5th DAY OF OCTOBER, 2020.

Adam Stockford, Mayor

ATTEST:

Katy Price, Clerk





Application for Neighborhood Enterprise Zone Certificate

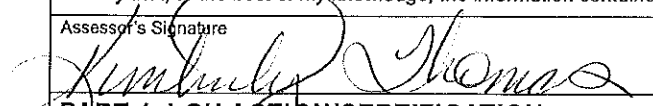
Issued under authority of Public Act 147 of 1992, as amended.

LOCAL GOVERNMENTAL UNIT USE ONLY	
▶ Application No.	▶ Date Received 09/21/2020
STATE USE ONLY	
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Facility's Street Address 65 Hillsdale Commons Drive			Amount of years requested for exemption (6-15) 10		
City Hillsdale	State MI	ZIP Code 49242	Is the facility owned or rented by occupants? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented		
Name of City, Township or Village (taxing authority) Hillsdale			Type of Property <input type="checkbox"/> House <input type="checkbox"/> Duplex <input checked="" type="checkbox"/> Condo <input type="checkbox"/> Loft <input type="checkbox"/> Apartment - No. of Units _____		
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village	County Hillsdale		School District Hillsdale		Date district was established 11/18/19
Name of LGU that established district City of Hillsdale		Name or Number of Neighborhood Enterprise Zone No. 4		Estimated Project Cost (per unit) \$200,000	
Identify who the work was completed by <input checked="" type="checkbox"/> Licensed Contractor <input type="checkbox"/> Other _____			Describe the general nature and extent of the new construction or rehabilitation to be undertaken. Include Breakdown of Investment Cost. Use attachments if necessary. Hillsdale Commons 7 - new construction; 1,590 sq. ft. living space w/ 2-car garage		
Timetable for undertaking and completing the rehabilitation or construction of the facility. 8 months			  		
PART 2: APPLICANT CERTIFICATION					
Contact Name Rick Jenkins		Contact Telephone Number 517-849-7470			
Contact Fax Number 517-826-9093		Contact E-mail Address rjenkins@stollcm.com			
Owner/Applicant Name Steve Stoll		Owner/Applicant Telephone Number 517-849-7470			
Owner/Applicant Mailing Address (Street No., City, State, ZIP Code) 590 Olds St., Jonesville, MI 49250		Owner/Applicant E-mail Address sstoll@stollcm.com			
I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.					
I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.					
Owner/Applicant Signature 				Date 9-21-2020	

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.			
<input checked="" type="checkbox"/> By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.			
Name of LGU City of Hillsdale			
Name of Assessor (First and last name) Kimberly Thomas		Telephone Number (517) 437-6456	
Fax Number (517) 467-6448		E-mail Address assessor@cityofhillsdale.org	
I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.			
Assessor's Signature 			Date 09/21/2020
PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)			
Action taken by LGU:		The State Tax Commission requires the following documents be filed for an administratively complete application:	
<input type="checkbox"/> Exemption Approved for _____ Years (6-15)		<input type="checkbox"/> 1. Original Application	
<input type="checkbox"/> Exemption Approved for _____ Years (11-17 historical credits)		<input type="checkbox"/> 2. Legal description of the real property with parcel code #	
<input type="checkbox"/> Exemption Denied (include Resolution Denying)		<input type="checkbox"/> 3. Resolution approving/denying application (include # of years)	
Date of resolution approving/denying this application		<input type="checkbox"/> 4. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.	
Clerk's Name (First and Last)		Telephone Number	
Fax Number		E-mail Address	
Mailing Address		City	State ZIP Code
I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.			
I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.			
Clerk Signature			Date

The LGU should mail the original completed application and required documents to the following address:

State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Note: Additional documentation will be required for further processing of the application and for the issuance of the certificate of exemption. These documents should be sent directly to the State of Michigan only after the original application is filed with the LGU clerk and approved by the LGU. See the instruction sheet attached.

Any questions concerning the completion of this application should be directed to the LGU clerk.

Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

09/21/2020 11:21 AM

Parcel:	006-426-403-07	Current Class:	407.407 RESIDENTIAL CONDO
Owner's Name:	COMMONWEALTH DEV & PROPERTIES	Previous Class:	005.005 NEW SPLIT/COMBINED
Property Address:	85 HILLSDALE COMMONS DR HILLSDALE, MI 49242	Gov. Unit:	006 HILLSDALE
		MAP #	WARD 4
		School:	30020 HILLSDALE COMM PUBLIC SCHS
		Neighborhood:	4N4SE 4N4SE.WARD 4 NEZ 4 SOUTHEAST AD
Liber/Page:	1762/0201	Created:	06/24/2020
Split:	06/24/2020	Active:	Active
Public Impr.:	None		
Topography:	None		

Mailing Address:

COMMONWEALTH DEV & PROPERTIES
LLC
HILLSDALE COMMONS CONDOMINIUM
590 OLDS ST
JONESVILLE MI 49250

Description:

UNIT #7 HILLSDALE COMMONS CONDO SEC 26 T6S R3W FOURTH WARD
SPLIT ON 06/22/2020 FROM 006-426-401-06;

Most Recent Sale Information

None Found

Most Recent Permit Information

None Found

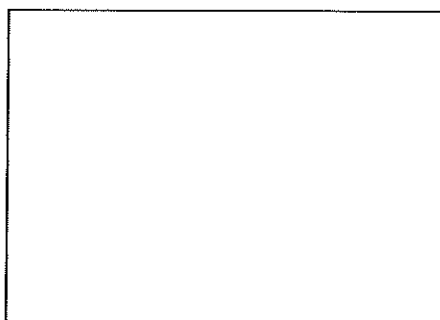
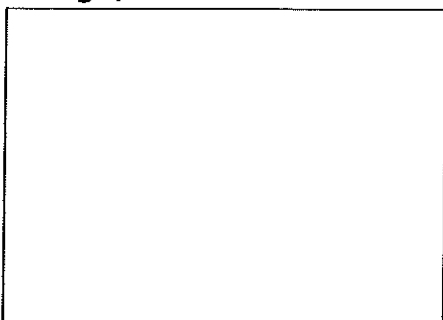
Physical Property Characteristics

2021 S.E.V.:	Tentative	2021 Taxable:	Tentative	Lot Dimensions:	
2020 S.E.V.:	0	2020 Taxable:	0	Acreage:	0.00
Zoning:	RD-1	Land Value:	1,000	Frontage:	0.0
PRE:	0.000	Land Impr. Value:	0	Average Depth:	0.0

Improvement Data

None

Image/Sketch



NEZ - New			
Date of Estimate:	9/22/2020		
Applicant:	Commonwealth Developments		
Parcel #:	006-426-403-05	(also 006-426-403-06, 006-426-403-07, 006-426-403-08)	
Value of home:	\$ 200,000		
Taxable value:	\$ 100,000	(Building only - land is taxed separately at ad valorem rate)	
(assuming no change in value for 10 years)			
Taxes are calculated by multiplying (taxable value x (tax rate/1,000)) x 1.01 (1% admin fee)			
Based on 2020 tax rates			

Without NEZ	Tax Rate	Annual Taxes	10 yr total
Ad Valorem (100% PRE)	41.2832	\$ 4,169.60	\$ 41,696.03

With NEZ			
Year 1	17.52000	\$ 1,769.52	
Year 2	17.52000	\$ 1,769.52	
Year 3	17.52000	\$ 1,769.52	
Year 4	17.52000	\$ 1,769.52	
Year 5	17.52000	\$ 1,769.52	
Year 6	17.52000	\$ 1,769.52	
Year 7	17.52000	\$ 1,769.52	
Year 8	31.93910	\$ 3,225.85	
Year 9	35.05370	\$ 3,540.42	
Year 10	38.16860	\$ 3,855.03	
			\$ 23,007.94

Potential Savings with NEZ:

\$ 18,688.09

Resolution # _____

A Resolution to Approve an Application for Neighborhood Enterprise Zone New Certificate, PA 147 of 1992, as amended

Minutes of a regular meeting of the Common Council of the City of Hillsdale, held on October 5, 2020, at City Hall, 97 North Broad Street in Hillsdale, Michigan at 7:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by _____, and supported by _____.

Resolution # _____ Approving an Application for a Neighborhood Enterprise Zone New Certificate for Commonwealth Developments Located at 85 Hillsdale Commons Drive, Hillsdale, Michigan 49242.

WHEREAS, the Common City Council of the City of Hillsdale established a Neighborhood Enterprise Zone on November 18, 2019 as required under PA 147 of 1992 after a public hearing held on October 21, 2019; and

WHEREAS, the applicant Commonwealth Developments is not delinquent on any taxes related to the facility, and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Hillsdale

Be and hereby is granted a Neighborhood Enterprise Zone New Facility Exemption for property located at 85 Hillsdale Commons Drive, Hillsdale, Michigan for a period of 10 years, beginning December 31, 2020, and ending December 30, 2030, pursuant to the provisions of PA 147 of 1992, as amended.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

PASSED IN OPEN COUNCIL MEETING THIS 5th DAY OF OCTOBER, 2020.

Adam Stockford, Mayor

ATTEST:




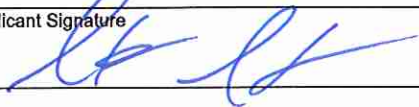
Katy Price, Clerk


Application for Neighborhood Enterprise Zone Certificate

Issued under authority of Public Act 147 of 1992, as amended.

LOCAL GOVERNMENTAL UNIT USE ONLY	
▶ Application No.	▶ Date Received 09/21/2020
STATE USE ONLY	
▶ Application No.	▶ Date Received

Read the instructions before completing the application. This application must be filed prior to building permit issuance and start of construction. Initially file one original application (with legal description) and two additional copies of this form with the clerk of the local governmental unit (three complete sets). The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the local governmental unit (LGU). This form is also used to file a request for the transfer of an existing NEZ certificate. Please see the instruction sheet.

PART 1: OWNER/APPLICANT INFORMATION (Applicant must complete all fields)			
Applicant Name Commonwealth Developments		Type of Approval Requested <input checked="" type="checkbox"/> New Facility <input type="checkbox"/> Rehabilitation Facility <input type="checkbox"/> Transfer (1 copy only)	
Facility's Street Address 65 Hillsdale Commons Drive		Amount of years requested for exemption (6-15) 10	Is the facility owned or rented by occupants? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented
City Hillsdale	State MI	ZIP Code 49242	
Name of City, Township or Village (taxing authority) Hillsdale		Type of Property <input type="checkbox"/> House <input type="checkbox"/> Duplex <input checked="" type="checkbox"/> Condo <input type="checkbox"/> Loft <input type="checkbox"/> Apartment - No. of Units _____	
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village	County Hillsdale	School District Hillsdale	
Name of LGU that established district City of Hillsdale		Name or Number of Neighborhood Enterprise Zone No. 4	Date district was established 11/18/19
Identify who the work was completed by <input checked="" type="checkbox"/> Licensed Contractor <input type="checkbox"/> Other _____		Estimated Project Cost (per unit) \$200,000	
Describe the general nature and extent of the new construction or rehabilitation to be undertaken. Include Breakdown of Investment Cost. Use attachments if necessary. Hillsdale Commons 8 - new construction; 1,590 sq. ft. living space w/ 2-car garage			
Timing for undertaking and completing the rehabilitation or construction of the facility. 8 months		<div style="text-align: center;">    </div>	
PART 2: APPLICANT CERTIFICATION			
Contact Name Rick Jenkins	Contact Telephone Number 517-849-7470		
Contact Fax Number 517-826-9093	Contact E-mail Address rjenkins@stollcm.com		
Owner/Applicant Name Steve Stoll	Owner/Applicant Telephone Number 517-849-7470		
Owner/Applicant Mailing Address (Street No., City, State, ZIP Code) 590 Olds St., Jonesville, MI 49250	Owner/Applicant E-mail Address sstoll@stollcm.com		
I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.			
I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.			
Owner/Applicant Signature 		Date 9-21-2020	

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.			
<input checked="" type="checkbox"/> By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.			
Name of LGU City of Hillsdale			
Name of Assessor (First and last name) Kimberly Thomas		Telephone Number (517) 437-6456	
Fax Number (517) 467-6448		E-mail Address assessor@cityofhillsdale.org	
I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.			
Assessor's Signature 			Date 09/21/2020
PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)			
Action taken by LGU:		The State Tax Commission requires the following documents be filed for an administratively complete application:	
<input type="checkbox"/> Exemption Approved for _____ Years (6-15)		<input type="checkbox"/> 1. Original Application	
<input type="checkbox"/> Exemption Approved for _____ Years (11-17 historical credits)		<input type="checkbox"/> 2. Legal description of the real property with parcel code #	
<input type="checkbox"/> Exemption Denied (include Resolution Denying)		<input type="checkbox"/> 3. Resolution approving/denying application (include # of years)	
Date of resolution approving/denying this application		<input type="checkbox"/> 4. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.	
Clerk's Name (First and Last)		Telephone Number	
Fax Number		E-mail Address	
Mailing Address		City	State ZIP Code
I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.			
I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.			
Clerk Signature			Date

The LGU should mail the original completed application and required documents to the following address:

State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Note: Additional documentation will be required for further processing of the application and for the issuance of the certificate of exemption. These documents should be sent directly to the State of Michigan only after the original application is filed with the LGU clerk and approved by the LGU. See the instruction sheet attached.

Any questions concerning the completion of this application should be directed to the LGU clerk.

Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

09/21/2020 11:21 AM

Parcel: 006-426-403-08
Owner's Name: COMMONWEALTH DEV & PROPERTIES
Property Address: 87 HILLSDALE COMMONS DR
HILLSDALE, MI 49242

Current Class: 407.407 RESIDENTIAL CONDO
Previous Class: 005.005 NEW SPLIT/COMBINED
Gov. Unit: 006 HILLSDALE
MAP # WARD 4
School: 30020 HILLSDALE COMM PUBLIC SCHS
Neighborhood: 4N4SE 4N4SE.WARD 4 NEZ 4 SOUTHEAST AD

Liber/Page: 1762/0201 **Created:** 06/24/2020
Split: 06/24/2020 **Active:** Active

Public Impr.: None
Topography: None

Mailing Address:

COMMONWEALTH DEV & PROPERTIES
LLC
HILLSDALE COMMONS CONDOMINIUM
590 OLDS ST
JONESVILLE MI 49250

Description:

UNIT #8 HILLSDALE COMMONS CONDO SEC 26 T6S R3W FOURTH WARD
SPLIT ON 06/22/2020 FROM 006-426-401-06;

Most Recent Sale Information

None Found

Most Recent Permit Information

None Found

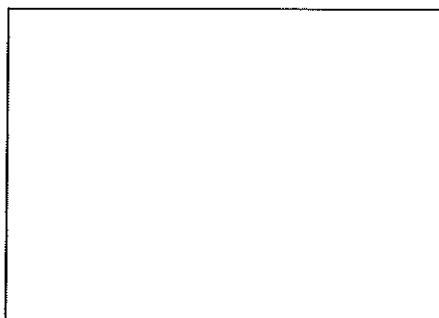
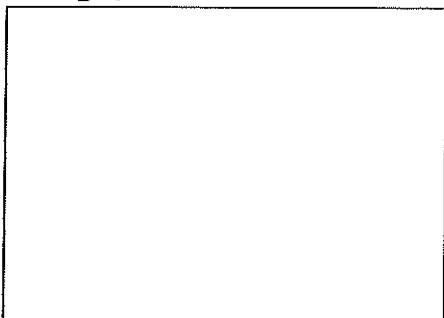
Physical Property Characteristics

2021 S.E.V.:	Tentative	2021 Taxable:	Tentative	Lot Dimensions:	
2020 S.E.V.:	0	2020 Taxable:	0	Acreage:	0.00
Zoning:	RD-1	Land Value:	1,000	Frontage:	0.0
PRE:	0.000	Land Impr. Value:	0	Average Depth:	0.0

Improvement Data

None

Image/Sketch



NEZ - New			
Date of Estimate:	9/22/2020		
Applicant:	Commonwealth Developments		
Parcel #:	006-426-403-05	(also 006-426-403-06, 006-426-403-07, 006-426-403-08)	
Value of home:	\$ 200,000		
Taxable value:	\$ 100,000	(Building only - land is taxed separately at ad valorem rate)	
(assuming no change in value for 10 years)			
Taxes are calculated by multiplying (taxable value x (tax rate/1,000)) x 1.01 (1% admin fee)			
Based on 2020 tax rates			

Without NEZ	Tax Rate	Annual Taxes	10 yr total
Ad Valorem (100% PRE)	41.2832	\$ 4,169.60	\$ 41,696.03

With NEZ			
Year 1	17.52000	\$ 1,769.52	
Year 2	17.52000	\$ 1,769.52	
Year 3	17.52000	\$ 1,769.52	
Year 4	17.52000	\$ 1,769.52	
Year 5	17.52000	\$ 1,769.52	
Year 6	17.52000	\$ 1,769.52	
Year 7	17.52000	\$ 1,769.52	
Year 8	31.93910	\$ 3,225.85	
Year 9	35.05370	\$ 3,540.42	
Year 10	38.16860	\$ 3,855.03	
			\$ 23,007.94

Potential Savings with NEZ:

\$ 18,688.09

Resolution # _____

A Resolution to Approve an Application for Neighborhood Enterprise Zone New Certificate, PA 147 of 1992, as amended

Minutes of a regular meeting of the Common Council of the City of Hillsdale, held on October 5, 2020, at City Hall, 97 North Broad Street in Hillsdale, Michigan at 7:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by _____, and supported by _____.

Resolution # _____ Approving an Application for a Neighborhood Enterprise Zone New Certificate for Commonwealth Developments Located at 87 Hillsdale Commons Drive, Hillsdale, Michigan 49242.

WHEREAS, the Common City Council of the City of Hillsdale established a Neighborhood Enterprise Zone on November 18, 2019 as required under PA 147 of 1992 after a public hearing held on October 21, 2019; and

WHEREAS, the applicant Commonwealth Developments is not delinquent on any taxes related to the facility, and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Hillsdale

Be and hereby is granted a Neighborhood Enterprise Zone New Facility Exemption for property located at 87 Hillsdale Commons Drive, Hillsdale, Michigan for a period of 10 years, beginning December 31, 2020, and ending December 30, 2030, pursuant to the provisions of PA 147 of 1992, as amended.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

PASSED IN OPEN COUNCIL MEETING THIS 5th DAY OF OCTOBER, 2020.

Adam Stockford, Mayor

ATTEST:

Katy Price, Clerk

COMMONWEALTH DEVELOPMENTS PROP LLC
590 OLDS ST
JONESVILLE, MI 49242

**AMENDED AND RESTATED MASTER DEED OF
HILLSDALE COMMONS CONDOMINIUM**
(Pursuant to the Condominium Act, MCL 559.101, et seq.)

Hillsdale County Condominium Subdivision Plan No. 11, containing:

1. Amended and Restated Master Deed establishing Hillsdale Commons Condominium;
2. Exhibit A to Master Deed: Amended and Restated Condominium By-laws; and
3. Exhibit B to Master Deed: Condominium Subdivision Plan.

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EXHIBIT A — Condominium By-laws of Hillsdale Commons Condominium

Exhibit B — Condominium Subdivision Plan for Hillsdale Commons Condominium

**AMENDED AND RESTATED MASTER DEED
OF HILLSDALE COMMONS CONDOMINIUM**

This Amended and Restated Master Deed is executed on the 13th day of July, 2020, with an effective date of the 8th day of April, 2020, by Commonwealth Developments and Properties LLC (“Developer”), whose address is 590 Olds Street, Jonesville, Michigan, 49250.

RECITALS

A. On April 8, 2020, Commonwealth Developments and Properties, LLC (Developer) established Hillsdale Commons Condominium Hillsdale County Condominium Subdivision Plan No. 11, by executing a Master Deed that was recorded in Liber 1757, Page 0770-0852, Hillsdale County Records (the Master Deed).

B. A First Amendment to the Master Deed was executed on May 4, 2020, and recorded at Liber 1762, Page 0201, Hillsdale County Records (the First Amendment).

C. A Second Amendment to the Master Deed was executed on June 17, 2020, and recorded at Liber 1764, Page 1267, Hillsdale County Records (the Second Amendment).

D. Pursuant to Article IX, Section 3 of the Master Deed, as Amended, prior to one year after the expiration of the Development Period, the Developer may, without the consent of any Co-owner or any other person, amend the Condominium Documents to correct survey or other errors and make other amendments that do not materially affect any rights of any Co-owners or mortgagees in the Project.

E. Developer has determined that it is advisable and necessary to make significant amendments to numerous provisions of the Master Deed, as previously amended, such that the number of amended provisions, if stated in a separate amendment, would make it difficult to clearly and easily understand the currently operable provisions of the amended Master Deed, the Developer thereby determining that the entire Master Deed should be amended and restated in its entirety as provided in this Amended and Restated Master Deed.

THEREFORE, in furtherance of the establishment of the Condominium, the Master Deed, as amended in the First Amendment and the Second Amendment, is hereby Amended and Restated in its entirety to provide as follows:

**ARTICLE I
ESTABLISHMENT OF CONDOMINIUM**

Section 1. Establishment of Condominium. Developer is engaged in the development of a condominium project to be known as Hillsdale Commons Condominium (the Project), in the City of Hillsdale, Hillsdale County, Michigan, on a parcel of land as described in Article II. By recording this Master Deed together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B, the Developer intends to give notice of and hereby establish the real property described in Article II

below (the Property), together with the improvements located and to be located on the Property, and the appurtenances thereto, as a residential site condominium project (the Condominium) under the provisions of the Michigan Condominium Act (the Act). Therefore, the Developer declares that on the recording of this Master Deed, the Condominium shall be a Project under the Act and shall hereafter be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in all other ways utilized subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed, all of which shall be deemed to run with the land and to be a burden and a benefit to the Developer; its successors and assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.

Section 2. Project Description. The Condominium shall be known as Hillsdale Commons Condominium, Hillsdale County Condominium Subdivision Plan No. 11. The Project is established in accordance with the Act and is governed by the bylaws attached hereto as Exhibit A. The Project is a residential site condominium. The Condominium units that may be developed in the Project, including the number, boundaries, dimensions, and area of each unit (Unit), are shown on the Condominium Subdivision Plan attached hereto as Exhibit B which is hereby incorporated by reference into this Master Deed. Each Unit is capable of individual use by reason of having its own entrance from and exit to a Common Element of the Project. Each Owner of a Unit in the Project shall have an exclusive property right to the Owner's Unit and to the limited common elements that are appurtenant to the Owner's Unit and shall have an undivided and inseparable right to share with other Owners in the ownership and use of the general Common Elements of the Project, as described in this Master Deed, and has the right to construct a single residential dwelling on the Owner's Unit, subject to the Condominium Documents and all applicable laws.

ARTICLE II LEGAL DESCRIPTION OF THE PROPERTY

Section 1. Legal Description.

The land that is being submitted to Condominium ownership in accordance with the provisions of the Act is commonly referred to as 266 E Bacon St, Hillsdale, Michigan, 49242, and is otherwise more formally described as follows:

Land situated in the City of Hillsdale, County of Hillsdale, State of Michigan, described as:

Part of the Southeast $\frac{1}{4}$ of Section 26, Town 6 South, Range 3 West, described as: Commencing at a point on the South line of Bacon Street, 2 rods South and 16 rods East of the center of said Section 26; and running thence South at right angles with Bacon Street 50 rods; thence East 32 rods; thence North 18 rods; thence West 8 rods; thence North 32 rods to the South line of Bacon Street; thence West 24 rods to the Place of

Beginning. Being a part of Lot 5, McCollum's Southeast Addition to the Village, now City of Hillsdale, according to the Plat thereof, as recorded in Liber AP of Deeds, Page O, Hillsdale County Records.

Section 2. Beneficial Easements.

Easements are created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefitted and burdened by the ingress, egress, utility, and other easements described or shown on Exhibit B.

ARTICLE III DEFINITIONS

Certain terms utilized in this Master Deed are defined terms and have the meaning given them in the text where they are defined or otherwise where they are defined in the Act, and the same meaning shall be ascribed to them in the various other instruments with regard to the Project such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of the Hillsdale Commons Condominium Association, a Michigan nonprofit corporation, and various deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of, or transfer of interests in, the Project. Whenever any reference is made to one gender, it will be assumed to include both genders where the reference is appropriate, similarly, whenever a reference is made to the singular, it will be assumed to include the plural where the reference is appropriate. Wherever used in documents regarding the Project, unless the context otherwise requires, the following terms shall be defined as follows:

"Act" or "Condominium Act" means the Michigan Condominium Act, MCL 559.101, et seq.

"Association" or "Association of Owners" means the Hillsdale Commons Condominium Association, the Michigan nonprofit corporation of which all Owners shall be members, which shall administer, operate, manage, and maintain the Project.

"Association Bylaws" means the corporate bylaws of the Association organized to manage, maintain, and administer the Project.

"Common Elements" means the portions of the Project other than the Condominium Units, including all general and limited common elements described in Article IV of this Master Deed.

"Condominium Bylaws" means Exhibit A to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners.

"Condominium Property" or "Property" means the land referenced in Article II, as that may be amended, together with all structures, improvements, easements, rights, and appurtenances on or belonging to the Condominium Property.

“Condominium Subdivision Plan” or “Subdivision Plan” means Exhibit B to this Master Deed, which is the survey and other drawings depicting the real property and improvements to be included in the Project.

“Condominium Unit” or “Unit” means that portion of the Project that is designed and intended for separate ownership and use, as described in this Master Deed.

“Developer” means Commonwealth Developments and Properties LLC, a Michigan limited liability company, which has signed, delivered, and recorded this Master Deed, and its successors and assigns.

“Development Period,” means the period continuing for as long as Developer or its successors or assigns continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.

“General Common Elements” means the Common Elements described in Article IV, Section 1, which are for the use and enjoyment of all Owners in the Project.

“Home Site,” shall mean each Condominium Unit, its appurtenant Limited Common Elements, if any, and the General Common Element land area between the Unit and the paved portion of the adjacent roadway.

“Limited Common Elements” means the Common Elements described in Article IV, Section 2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.

“Master Deed” means this document, together with the Exhibits attached to it and all amendments that may be adopted in the future, by which the Project is being submitted to condominium ownership.

“Owner” means the person, firm, corporation, partnership, association, trust, other legal entity, or combination of entities that owns a Condominium Unit in the Project, including both the vendees and vendors of any land contract of purchase.

“Percentage of Value” means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner’s vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

“Project” or “Condominium” means Hillsdale Commons Condominium, a residential site condominium development of 36 Units established under the provisions of the Act.

“Rules and Regulations” shall mean those related to the Project and shall be subject to change from time to time.

“Transitional Control Date” means the date on which a board of directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Owners unaffiliated with Developer exceed the votes that Developer may cast.

ARTICLE IV COMMON ELEMENTS.

The Common Elements of the Project are those considered to be the mutual responsibility of all Owners and those areas for which all have responsibilities for the maintenance, decoration, repair, and replacement thereof, and which are:

Section 1. General Common Elements.

The General Common Elements are:

A. Real Estate. The Property referenced in Article II of this Master Deed (except for that portion of the Property described in Article V, Section 1 constituting a part of a Unit and any portion of the Property designated in Exhibit B and in Article V, Section 2 as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress, and utility installation over, across, and through non-Condominium property or individual Units in the Project.

B. Improvements. The private roadways (unless and until they are dedicated to the public) including all landscaped islands, entranceways, and project identification signs and monuments; the common sidewalks (if any); and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit (all structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements);

C. Electrical. The electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within a Unit's boundaries.

D. Gas. the natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within a Unit's boundaries.

E. Telephone, Cable Television, and Other Telecommunications. The telephone, cable television, and other telecommunications wiring systems throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within a Unit's boundaries.

F. Storm Water Drainage System. All storm water drainage systems and facilities, if any, serving the Project.

G. Pathways and Walkways. All walking paths, nature trails and other pedestrian ways designated as a General Common Element on the Condominium Subdivision Plan for the project, whether paved or constructed of other materials.

H. Detention Areas and Detention Area Easements. The storm water detention and retention areas and easements and drainage facilities, if any, that are designated on the Condominium Subdivision Plan as General Common Elements.

I. Landscaping, Exterior Lighting and Sprinkler Systems. All landscaping, gardens, exterior lighting and sprinkler systems, if any, installed by the Developer or the Association within the General Common Element land areas.

J. Water. The water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within a Unit's boundaries, along with any naturally occurring and artificially created bodies of water lying wholly or partially within the boundaries of the Condominium which are designated on the Condominium Subdivision Plan of the Project as General Common Elements.

K. Sanitary Sewer. The sanitary sewer system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within a Unit's boundaries.

L. Miscellaneous Common Elements. All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep, or safety of the Project.

Some or all of the utility lines, equipment, and systems (including mains and service leads) and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility or telecommunication lines, equipment, and systems shall be General Common Elements only to the extent of the Owners' interest in them, and Developer makes no warranty with respect to the nature or extent of that interest. The extent of the Developer's and Association's responsibility will be to see to it that water, sanitary sewer, telephone, electric, and natural gas mains are installed within reasonable proximity to, but not within, the Units. Each Owner will be entirely responsible for arranging for and paying all costs in connection with extension of utilities by laterals from the mains to any structures and fixtures located within the Units.

Section 2. Limited Common Elements.

Limited Common Elements shall be for the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant.

The Limited Common Elements are:

A. Land. Certain land may be shown on the Condominium Subdivision Plan as a Limited Common Element, and is limited in use to the Unit(s) to which it appertains, as shown on Exhibit B.

B. Utility Leads and Related Access. All utility leads, lines, accesses, ingress and egress lying within the Home Sites and all water wells, irrigation systems, and pumps, and all related potable water facilities servicing a Unit are limited in use to the Units serviced by them. Utilities shall be broadly construed so as to include, by way of example and not limitation, any fiber optic internet lines, low voltage lighting, access points, landing and facilitation of service for delivery drones, microwave transmission devices, Wi-Fi access points, and other future technologies that are not presently known or developed but which may occur in the future and gain general acceptance in the community and stream of commerce.

C. Driveways, Walkways, and Parking. The portion of any private driveways or walkways, if any, exclusively serving the residence constructed within a Unit shall be considered Limited Common Elements, from the point where they intersect the paved portion of the roads in the Project, even if they are located partially on the General Common Element land area. Certain future permitted parking areas may also satisfy this definition.

D. Subterranean Land. The subterranean land located within a Unit's boundaries, from and below a depth of 20 feet, including all utility and supporting lines located on or beneath that land.

E. Subsurface Improvements. The portion of any footing or foundation extending more than 20 feet below surrounding grade level.

F. Yard Areas. The portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan, which is limited in use to the Unit of which it is a part.

G. Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this section has been made in the Subdivision Plan, Developer (during the Development Period) and the Association (after the Development Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment to this Master Deed.

Section 3. Structures on Home Sites Not Common Elements. All permitted structures and improvements located within the boundaries of a Home Site shall be owned in their entirety by the Owner of the Home Site on which they are located and shall not be Common Elements.

Section 4. Maintenance Responsibilities. The responsibilities for the maintenance, cleaning, decoration, repair, and replacement of the Common Elements will be as follows:

A. Limited Common Elements. Each Owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Owner's Unit.

B. Unit Improvements and Other Owner Responsibilities. Unless otherwise stated in this Master Deed, Unit Owners shall be responsible for the maintenance, repair, replacement, and insurance (both property and liability) of all structures and Improvements and the maintenance and mowing of all Yard Areas situated on the Home Site within which his Unit is located (except actual physical improvements that are General Common Elements). If an Owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, those increased costs or expenses may, at the option of the Association, be specially assessed against the Unit.

C. Utility Services. The responsibility for and cost of maintenance, repair and replacement of all utility laterals and leads within a Home Site shall be borne by the Owner of the Unit located in that Home Site, except to the extent that those expenses are borne by a utility company or a public authority.

D. Association Oversight. The exterior appearance of all structures, improvements, and yard areas (to the extent visible from any other Unit or from a Common Element) shall be subject at all times to the approval of the Association and to any reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. The Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by Developer or constructed with Developer's approval.

E. Other Common Elements. The cost of cleaning, decoration, maintenance, repair, replacement, and snow removal of all Common Elements other than that described above shall be the responsibility of the Association, except for the repair or replacement of a Common Element due to an act or the neglect of an Owner or an Owner's agent, invitee, family member, or pet.

F. Maintenance by the Association. If an Owner fails, as required by this Master Deed, the By-laws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace, or otherwise maintain the Owner's Unit, any structure or improvement located within the Home Site in which the Unit is located, or any appurtenant Limited Common Element, the Association (or Developer during the Development Period) shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it deems appropriate (including, without limitation, painting or other decoration, lawn mowing, snow removal, tree trimming, and replacement of shrubbery and other plantings). The Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the

Association (or Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

G. Assessment of Costs. All costs incurred by the Association or Developer in performing any maintenance functions that are the primary responsibility of an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

H. Special Provisions for Roads, Storm Water Detention Areas, and Filtration Facilities. The Association shall have the responsibility for the maintenance, repair, operation, and replacement of the roads, storm water detention areas, and storm water filtration facilities in the Project. The expenses of repair, maintenance, operation, and replacement of the roads, storm water detention areas, and storm water filtration facilities and any reserve for the replacement thereof shall be expenses of administration of the Project, and shall be assessed against all Owners of Units in the Project. Except in the case of Owner fault, each of those Units shall be assessed a proportionate share on an equal percentage as set forth in Article V, below, of the expenses of repair, maintenance, operation, and replacement of the roads, storm water detention areas, and storm water filtration facilities, which may be assessed as part of the regular assessments and/or as special assessments against the Units. The operation, maintenance, repair, and replacement of the roads, storm water detention areas, and storm water filtration facilities are further subject to the terms and provisions of the Bylaws and Rules and Regulations of the Project.

Section 5. Power of Attorney. By acceptance of a deed, mortgage, land contract, or other document of conveyance or encumbrance, all Owners, mortgagees, and other interested parties are deemed to have appointed Developer (during the Development Period) or the Association (after the Development Period has expired) as their agent and attorney in fact to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any parts of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to exercise such powers

Section 6. Non-liability of Developer and Association for Use of Common Elements. Neither the Developer nor the Association shall have any liability to any Owner or other person for personal injury or property damage resulting from that Owner's or other

person's use of the Common Elements, including but not limited to any walkways, paths, and any recreational facilities and equipment owned or provided by the Developer or the Association. Each such Owner and other person shall exercise reasonable care in using those Common Elements, facilities and equipment.

Section 7. Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project or in any other way that might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

ARTICLE V UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

Section 1. Description of Units. A complete description of each Unit in the Project is contained in the Condominium Subdivision Plan as prepared by the Project's consulting engineers and surveyors. Each Unit consists of the volume of land and air within the Unit boundaries as delineated by the areas depicted with heavy outlines on the Condominium Subdivision Plan attached as Exhibit B, together with all appurtenances to the Unit.

Section 2. Percentages of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all Units should be equal was made after reviewing the comparative characteristics of each Unit, including those that may affect maintenance costs, and concluding that the Units should each have an equal Percentage of Value. Furthermore, the developer believes that over time the Units will place approximately equal burdens on the Common Elements. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Article X, expressed in an Amendment to this Master Deed and recorded in the register of deeds office in the county where the Project is located.

ARTICLE VI SUBDIVISION, CONSOLIDATION, AND OTHER MODIFICATIONS OF UNITS.

Section 1. Unit Modifications By Developer. The number, size, style, boundary, or location of a Unit or of any Limited Common Element appurtenant to a Unit may be modified from time to time by Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act), or other interested person, so long as the modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute of any Unit that adjoins or is proximate to the modified Unit or Limited Common Element. However, no Unit that has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or Purchaser and the mortgagee of the Unit. Developer may also, in connection with any modification, readjust Percentages of Value for all Units in a manner that gives reasonable recognition to the changes based on the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units, and other persons

interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to Developer and its successors for any purpose that is similar in nature and effect to that described in Article IV, Section 5 of this Master Deed. Developer's rights of modification hereunder include:

A. Subdivision of Units. Developer may subdivide or re-subdivide any Units that it owns.

B. Consolidation of Contiguous Units. Developer may consolidate under single ownership two or more contiguous Units that it owns.

C. Relocation of Boundaries. Developer may relocate any boundaries between adjoining Units that it owns.

In connection with any subdivision, consolidation or relocation of boundaries of Units by the Developer, the Developer may modify, add to or remove Common Elements, and designate or re-designate them as General or Limited Common Elements and shall reallocate the percentages of value of the affected Units, as required by the Act. These changes shall be given effect by an appropriate amendment(s) to this Master Deed, which shall be prepared and recorded by and at the expense of the Developer.

Section 2. Unit Modifications By Owners. Subject to approval by the Association and, during the Development Period, the Developer, one or more Owners may modify a Unit as follows:

A. Subdivision, Consolidation, and Relocation of Boundaries.

(1) An Owner may subdivide a Unit into two or more separate new Units, may transfer a Unit or any portion of it to the Owner of an adjacent Unit or Units, and combine the Unit or Units for use together with the adjacent Unit or Units; and the Common Elements affected by the subdivision or transfer and combination may be located or relocated as required to effect the subdivision or transfer and combination, provided that the subdivision or transfer and combination is made in compliance with MCL 559.149 and all other applicable laws and ordinances, and with the provisions of subsections A(2) and (3) below.

(2) Any Owners desiring to make a subdivision or transfer and combination shall make written application to the board of directors of the Association requesting an amendment to this Master Deed and containing: (i) a survey of the proposed alterations to the affected Unit or Units and the affected Common Elements; (ii) a proposed reallocation to the new Units to be created by the proposed subdivision or transfer of the percentage of interest in the Common Elements appurtenant to the affected Unit or Units; and (iii) a statement about whether the Limited Common Elements serving the affected Unit or Units should be assigned to each new Unit or to fewer than all of the new Units to be created by the proposed subdivision or transfer.

(3) Any Owner desiring to alter any part of the Common Elements separating and located between and exclusively serving one or more Units to be transferred and

combined under the provisions of this section shall in addition comply with the applicable provisions of the subsection A(3). No such proposed subdivision or transfer and combination shall be effective unless first approved in writing by a two-thirds majority of the board, which shall not be unreasonably withheld. If so approved by the board, the proposed subdivision or transfer and combination shall be effective on the recording of an amendment to this Master Deed, consistent with and reflecting the subdivision or transfer and combination and executed by the Owner and the mortgagee of the Units involved. Any expenses incurred in connection with accomplishing any subdivision or transfer and combination as provided in this section shall be paid by the Owners of the Units involved, and the Owners shall be jointly and severally liable for the payment.

B. Amendment to Master Deed. Upon approval, Owner modifications to a Unit shall be given effect by an appropriate amendment to this Master Deed in accordance with the provisions of MCL 559.148 and MCL 559.149, which amendment shall be prepared and recorded by the Association. The Owner(s) requesting the changes shall bear all costs of preparation and recording of the amendment(s). The changes shall become effective upon recording of the amendment in the office of the Hillsdale County Register of Deeds.

Section 3. Assignment of Limited Common Elements. A Limited Common Element may be assigned or reassigned by written application to the board of directors of the Association by all Owners whose interest will be affected by the assignment. On receipt and approval of an application, the board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved and shall deliver the amendment to the Owners of the Units affected on payment by them of all reasonable costs for the preparation and recording of the amendment.

ARTICLE VII NONEXPANDABILITY OF THE CONDOMINIUM

The project is not an expandable project under the Michigan Condominium Act.

ARTICLE VIII CONTRACTABILITY OF CONDOMINIUM

Section 1. Limit of Unit Contraction. The Project established by this Master Deed consists of 36 Units and may, at the election of the Developer, be contracted to a minimum of 8 Units.

Section 2. Withdrawal of Land. The number of Units in the Project may, at Developer's option, from time to time within a period ending not later than six years after the recording of this Master Deed, be decreased by the withdrawal of all or any portion of the lands described in Article II, Section 1. However, no Unit that has been sold or is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Owner or purchaser and the mortgagee of the Unit. Developer may also, in connection with any

contraction, readjust the Percentages of Value for Units in the Project in a manner that gives reasonable recognition to the number of remaining Units, based on the method of original determination of the Percentages of Value. Other than as provided in this Article VIII, there are no restrictions or limitations on Developer's right to withdraw lands from the Project or on the portion or portions of land that may be withdrawn, the time or order of the withdrawals, or the number of Units or Common Elements that may be withdrawn. However, the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to the Units.

Section 3. Contraction Not Mandatory. There is no obligation on the part of Developer to contract the Project, nor is there any obligation to withdraw portions of the Project in any particular order or to construct particular improvements on any withdrawn lands. Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will not be detrimental to the adjoining condominium project.

Section 4. Amendments to the Master Deed. A withdrawal of lands from this Project by Developer will be given effect by appropriate amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may adjust the Percentages of Value assigned by Article 5 to preserve a total value of 100 percent for the entire Project resulting from any amendment.

Section 5. Additional Provisions. Any amendments to the Master Deed made by Developer to contract the Condominium may also contain such provisions as Developer determines are necessary or desirable to: (i) create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project; and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

ARTICLE IX EASEMENTS

Section 1. Easements for Maintenance and Repair. If any portion of a Unit or Common Element encroaches on another Unit or Common Element due to the shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (or Developer during the Development Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible

or for which it may elect to assume responsibility, and there shall be easements to, through, and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance, and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at reasonable times for the installation, repair, or maintenance of those services; and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair, or maintain common utility services to the Project shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

Section 2. Easements Retained by Developer.

A. Roadway Easements.

(1) The Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use, improvement, or extension of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portions of the Project or real property owned by Developer. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land whose closest means of access to a public road is over such road or roads. The Owners of this Condominium shall be responsible from time to time for payment of a proportionate share of those expenses which share shall be determined by multiplying those expenses by a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is comprised of the number of those Units plus all other dwelling Units in the adjoining land whose closest means of access to the public road is over that road. Developer further reserves the right during the Development Period to install temporary construction roadways and access ways over the General Common Elements in order to gain access to the Project from a public road.

(2) The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right subsequent to that period, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the General Common Element roadways in the Project. That right-of-way dedication may be made by the Developer without the consent of any Owner, mortgagee, or other person and shall be evidenced by an appropriate amendment to this Master Deed and Exhibit B, recorded with the Hillsdale County Register of Deeds. Any such dedication shall be subject to approval of the Hillsdale County Road Commission (or other appropriate governmental agency).

(3) The Developer reserves the exclusive right until the lapse of the Development Period to maintain, repair, replace, decorate and landscape the Entrance ways and Roadways in the Project. The nature, extent and expense of maintenance, repair, replacement, decoration, and landscaping shall be at the sole discretion of the Developer. All costs and expenses of initial installation of decorations and landscaping shall not be costs and expenses of administration and operation of the Condominium,

but shall be borne by the Developer. All costs and expenses of maintenance, repair, maintenance, replacement, decoration and landscaping other than for the initial installation of those improvements shall be costs and expenses of operation and administration of the Condominium. As used in this subparagraph (3), the term "Entrance ways and Roadways" shall include but shall not be limited to the paved portions of the General Common Element roads, including but not limited to median strips and planting and green areas, and all General Common Element land. After expiration of the Development Period or when Developer assigns to the Association or to another person the Developer's rights under this subparagraph (3), the Association shall have the responsibility for maintenance, repair, replacement, decoration and landscaping of the entranceways to the extent those areas are General Common Elements for which the Association would otherwise have those responsibilities under the Master Deed and Bylaws for the Project.

B. Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors, and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Project, including, but not limited to, water, gas, telephone, electrical, cable television, Internet, storm and sanitary sewer mains, service or delivery drone landing areas, or other such mutual accommodations as it may deem necessary and appropriate, for the purpose of servicing any and all developments located or to be located on real property that adjoins the Project in which Developer owns an interest. In the event the Developer, its successors, or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Project, it shall be obligated to pay all of the expenses reasonably necessary to restore the premises located within the Project to their state immediately prior to such utilization, tapping, tying in, extension, or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Article shall be shared by this Condominium and any developed portions of the contiguous land in which Developer owns an interest that benefit from those utility mains. The Owners of this Condominium shall be responsible from time to time for payment of a proportionate share of those expenses which share shall be determined by multiplying those expenses by a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is comprised of the number of those Units plus all other dwelling Units in the adjoining land in which Developer owns an interest that benefit from those utility mains. Provided, however, that the foregoing expenses are to be so paid and shared only if those expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium and by the owner or owners of the adjoining land in which Developer owns an interest or portion thereof upon which are located the dwelling Units which the lead or leads service.

C. Granting Utility Rights to Agencies. The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies.

Any easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and Exhibit B recorded with the Hillsdale County Register of Deeds.

D. Developer's Right of Use. The Developer, its successors, and assigns, and their respective agents, employees, contractors, and other representatives, may maintain facilities as necessary on the premises located within the Project to facilitate the construction, development, and sale of the Units including, but not limited to, offices, models, storage areas, maintenance areas and parking. The Developer shall also have the right of access to and over the Project to permit the construction, development and sale of the Units.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant easements, licenses, rights-of-entry and rights-of-way over, under, and across the premises located within the Project for utility purposes, access purposes, or other lawful purposes that may be necessary for the benefit of the Project subject, however, to the approval of the Developer so long as the Development Period has not expired.

Section 4. Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Project, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement, or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium.

Section 5. Telecommunications and Internet Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development Period, shall have the power to grant easements, licenses, and other rights of entry, use and access and to enter into any contract or agreement, including wiring or optic fiber agreements, right-of-way agreements, access agreements and multiunit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient, or desirable to provide for telecommunications, video text, broad band cable, satellite dish, earth antenna, and similar services (collectively "Telecommunications") to the Project or any Unit. However, the Board of Directors shall not enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing that will violate any provision of any federal, state, or local law, ordinance, or regulation. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Other Community Easements. The Developer (or the Association after the expiration of the Development Period) shall have the right to grant any other easements on, over, or through the General Common Elements that are necessary or desirable for development, community usage, coordinated maintenance, and to confer responsibilities and jurisdiction for administration and maintenance of those easements.

Section 7. Easement for Maintenance of Roads, Storm Water Detention Areas and Filtration Facilities. The Association, the City of Hillsdale, the Hillsdale County Road Commission, the applicable agency or agencies of the State of Michigan, and their respective contractors, employees, and agents, are hereby granted a permanent and irrevocable easement to enter onto the General Common Elements, onto each Unit serviced by the roads, storm water detention areas, and storm water filtration facilities, and onto the Limited Common Elements appurtenant to those Units, for the purpose of inspections, improvement, repairing, maintaining (including preventative maintenance), and/or replacing the roads, storm water detention areas and storm water filtration facilities or any portion thereof. The area of the Condominium Premises that contains any part of the roads, storm water detention areas, and storm water filtration facilities shall be maintained in a manner so as to be accessible at all times and shall contain no structures or landscaping features that would unreasonably interfere with such access. This easement shall not be modified, amended or terminated without the consent of the Association.

Section 8. Easement for Emergency Access. The Association, the City of Hillsdale, the County of Hillsdale, the State of Michigan, and their respective agencies, departments, and contractors, and all other appropriate governmental authorities and their respective contractors, employees, and agents are hereby granted a permanent and irrevocable easement to enter onto the Common Elements of the Project for the purpose of providing emergency services such as, by way of example and not limitation, police, fire, and emergency medical and evacuation services.

ARTICLE X AMENDMENT, TERMINATION, AND WITHDRAWAL

Section 1. Preconveyance Amendments. If there is no Owner other than Developer, Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded with the Hillsdale County Register of Deeds.

Section 2. Postconveyance Amendments. If there is an Owner other than Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

A. Nonmaterial Changes. An amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the types and sizes of unsold Condominium Units and their

appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments to facilitate conventional mortgage loan financing for existing or prospective Owners and enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.

B. Material Changes. An amendment may be made even if it will materially alter or change the rights of the Owners with the consent of not less than two-thirds of the Owners and, to the extent required by law, mortgagees. However, an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Owner and mortgagee. Rights reserved by Developer, including without limitation rights to amend for purposes of contraction or modification of units, shall not be amended without the written consent of Developer so long as Developer or its successors continue to own and to offer for sale any Unit in the Project.

C. Compliance with Law. Amendments may be made by Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act, administrative rules, or orders adopted by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project.

D. Reserved Developer Rights. Developer may also unilaterally make a material amendment without the consent of any Owner or mortgagee for the specific purposes reserved by Developer in this Master Deed. During the Development Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of Developer or its successors or assigns.

E. Costs of Amendments. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based on a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this subsection not less than 10 days before the amendment is recorded.

Section 3. Project Termination. If there is a Owner other than Developer, the Project may be terminated only with consent of Developer and not less than 80 percent of the Owners and mortgagees, in the following manner:

A. Termination Agreement. Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by the Owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded with the Hillsdale County Register of Deeds.

B. Real Property Ownership. On recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Owner and their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit.

C. Association Assets. On recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

D. Notice to Interested Parties. Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds.

Section 4. Withdrawal of Property.

A. Withdrawal by Developer. Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of Units or Improvements in the Project that are identified as "need not be built" during a period ending 10 years after the date of commencement of construction of the Project by Developer, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Project, the time period is the greater of: (i) the 10-year period set forth above; or (ii) 6 years after the date Developer exercised its rights regarding either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements.

B. Withdrawal by Association. If Developer does not withdraw the undeveloped portions of the Project from the Project or convert the undeveloped portions of the Project to "must be built" before the time periods set forth in subsection (A) above expire, the Association, by an affirmative two-thirds majority vote of Owners in good standing, may declare that the undeveloped land shall revert to the General Common Elements and all rights to construct Units on the undeveloped land shall cease. When such a declaration is made, the Association shall provide written notice of the declaration to Developer or its successor by first-class mail at its last known address. Within 60 days after receipt of the notice, Developer or its successor may withdraw the undeveloped land or convert the undeveloped condominium units to "must be built." However, if the undeveloped land is

not withdrawn or the undeveloped Condominium Units are not converted within 60 days, the Association may file the notice of the declaration with the Hillsdale County Register of Deeds. The declaration takes effect on recording by the Register of Deeds. The Association shall also file notice of the declaration with the local assessing officer.

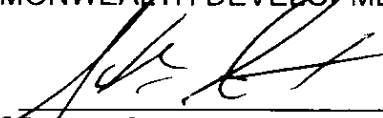
**ARTICLE XI
ASSIGNMENT OF DEVELOPER RIGHTS**

Developer may assign any or all of the rights and powers granted to or reserved by Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, to any other entity or person, including the Association. Any such assignment or transfer shall be made by an appropriate document in writing and shall be duly recorded in the office of the Hillsdale County Register of Deeds.

This Amended and Restated Master Deed has been signed by Developer and shall be effective as of the date stated on the first page of this document.

DATED this the 13th day of July, 2020

COMMONWEALTH DEVELOPMENTS AND PROPERTIES LLC

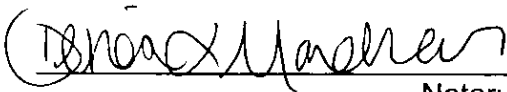
By: 
Steven Stoll, Its Authorized Member

By: 
Renee Stoll, Its Authorized Member

STATE OF MICHIGAN)
) ss
COUNTY OF HILLSDALE)

The foregoing instrument was acknowledged before me this 13th day of July, 2020, by Steven Stoll and Renee Stoll, in their respective capacities as authorized members of Commonwealth Developments and Properties LLC, a Michigan limited liability company.

DENISE L. MONAHAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF HILLSDALE
My Commission Expires March 26, 2023


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

Drafted Without Warranty Or Opining As
To Tax, Division Rights, or Title Matters By:
Thomas L. Thompson (P48937)
LOVINGER & THOMPSON, P.C.
91 S. Broad St., P.O. Box 358
Hillsdale, Michigan 49242
(517) 439-1421

After recording return to: Commonwealth Developments and Properties LLC
590 Olds Street
Jonesville, Michigan 49250

EXHIBIT A
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**AMENDED AND RESTATED BY-LAWS
OF
HILLSDALE COMMONS CONDOMINIUM**

**ARTICLE I
ASSOCIATION OF OWNERS**

Section 1. Organization. HILLSDALE COMMONS CONDOMINIUM is a residential site condominium project located in the City of Hillsdale, Michigan (the Condominium), being developed in successive phases, to comprise a maximum of 36 Units. On recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners (the Association), which shall be organized as a nonprofit corporation under the laws of the State of Michigan. The Association will be responsible for the management, maintenance, operation and administration of the common elements, easements and, generally, the affairs of the Condominium in accordance with the Master Deed, these By-Laws, the Articles of Incorporation, Association By-Laws, Rules and Regulations of the Association, and the applicable laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

Section 2. Compliance. All present and future Owners (who shall be "Members" of the Association as provided in Article II, Section 1, below, the terms "Member" and "Owner" are used interchangeably herein), mortgagees, lessees, and all other persons who may in any manner use, enter upon, or acquire any interest in the facilities of the Condominium, or any Condominium Unit, shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, these Condominium By-Laws, and the Articles of Incorporation, By-Laws, Rules and Regulations of the Association, and other Condominium Documents that pertain to the use and operation of the Project. The acceptance of a deed or conveyance, the taking of a mortgage, the entering into of a lease, the act of occupying a Unit, or presence in the Condominium, shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Section 3. Purpose of By-Laws. These By-Laws govern the general operation, maintenance, administration, use, and occupancy of the Condominium, and all such activities shall be performed in accordance with the provisions hereof and the other Condominium Documents.

**ARTICLE II
MEMBERSHIP AND VOTING**

Section 1. Membership. Each Owner of a Unit in the Project, present and future, shall be a Member of the Association during the term of such ownership, and no other

person or entity shall be entitled to membership. Neither Association membership nor the share of a member in the Association funds and assets shall be assigned, pledged, or transferred in any manner, except as an appurtenance to a Unit, and any attempted assignment, pledge, or transfer in violation of this provision shall be wholly void.

Section 2. Voting Rights. Except as limited in the Master Deed and in these By-Laws, the members owning each Unit in the Project shall collectively be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned, when voting by value. Voting shall be by number except when the Master Deed or By-laws specifically require voting to be by number and value, and no cumulation of votes shall be permitted.

Section 3. Eligibility to Vote. No Owner other than Developer will be entitled to vote at any meeting of the Association until the Owner has presented written evidence of ownership of a Unit in the Project, nor shall the Owner be entitled to vote (except for elections pursuant to Article 3, Section 4) before the Initial Meeting of Members. An Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's unit. Developer shall be entitled to vote only those Units to which Developer still holds title.

Section 4. Designation of Voting Representative. If one person owns a Unit, he shall establish his membership in the Association and his right to vote by presenting evidence of his ownership. If more than one person owns a Unit, or the Unit is leased, all of the record Owners of the Unit shall sign and file with the Secretary of the Association a certificate designating the person entitled to exercise the Unit's membership in the Association, to cast the vote for the Unit and to receive all notices and other communications from the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Owner thereof, and shall be signed and dated by all Owners of record. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change occurs in the record ownership of the Unit concerned. The Developer shall, at any meeting, be entitled to cast a vote on behalf of each unit it owns without submitting any proof of ownership. For purposes of this Section 4, the Developer shall be deemed to own only completed Units, as defined in Article V, Section 8, of these By-laws.

Section 5. Method of Voting. Votes on a specific issue may be cast in person. In addition, any person entitled to vote at any meeting may also appear and vote via telecommunications equipment, or appear and vote (either specifically on an issue or by the general designation of a person to cast a vote) by written proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated, and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

Section 6. Majority. At any meeting of the members at which a quorum is present, 51% of the Owners entitled to vote and present in person, by telecommunications, or by proxy, (or written vote, if applicable) on any particular matter, shall constitute a majority for the approval of the matters presented to the meeting, except when these By-laws, the Master Deed, or applicable law require otherwise.

ARTICLE III MEETINGS AND QUORUM

Section 1. First Meeting of Members. The first meeting of the members of the Association may be convened only by the Developer and may be called upon 20 days written notice to all members at any time after two or more of the Units in Phase I of the Project have been sold and the buyers qualified as Members of the Association. In no event, however, shall the first meeting be held later than (a) 120 days after the conveyance of legal or equitable title to nondeveloper Owners of 75% of the total number of Units that may be created in the Project or (b) 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of Directors of the Association. The Developer may call meetings of members of the Association for informational or other appropriate purposes prior to the first meeting of members, but no such meeting shall be construed as the first meeting of members.

Section 2. Advisory Committee. Within one year after the initial conveyance by Developer of legal or equitable title to an Owner of a Unit in the Project or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, Developer shall select two or more persons from the nondeveloper Owners to serve as an advisory committee to the Board of Directors (the Advisory Committee). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the nondeveloper Owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at the request of the Advisory Committee, but there shall be not more than two such meetings each year unless both parties agree.

Section 3. Annual Meetings of Members. Following the first meeting of members, and in addition to subsequent meetings called for the purpose of electing Directors, as provided in Article IV, Section 1, below, an annual meeting of the members shall be held each year on a date and at a time and place selected by the Board of Directors. At least 20 days prior to the date of an annual meeting, written notice of the date, time, place, and purpose of such meeting shall be sent by first-class mail, postage prepaid, or delivered to each member entitled to vote at the meeting; but no less than 30 days written notice shall be provided to each member of any proposed amendment to these By-laws or to other recorded Condominium Documents.

Section 4. Special Meetings of Members. It shall be the duty of the President to call a special meeting of the members upon a petition signed by one-third of the members in number and presented to the Secretary of the Association or upon the direction of a majority of the Board of Directors. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof and shall be given at least 20 days prior to the date of such meeting. No business shall be transacted at a special meeting except as stated in the Notice.

Section 5. Quorum of Members. Unless otherwise provided herein, the presence, in person or by proxy, of 51% of the Owners entitled to vote shall constitute a quorum of members. The written vote of an Owner properly furnished at or before a meeting at which the Owner is not present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast. If a quorum shall not be present at any meeting, the members present may adjourn the meeting for not more than 30 days.

Section 6. Board Composition. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 25% of the Units that may be created in the Project, at least one director and not less than one-fourth of the Board of Directors of the Association shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 50% of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 75% of the Units that may be created in the Project and before conveyance of 90% of those Units, the nondeveloper Owners shall elect all Directors on the Board except that Developer shall have the right to designate at least one Director as long as Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created.

Section 7. Owner Control. If 75% of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner, the nondeveloper Owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and Developer will have the right to elect the percentage of members of the Board equal to the percentage of Units that are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in Section 6, above. Application of this provision does not require a change in the size of the Board as designated in the Association bylaws.

Section 8. Mathematical Calculations. If the calculation of the percentage of members of the Board that the nondeveloper Owners have a right to elect or the product of the number of members of the Board multiplied by the percentage of Units held by the nondeveloper Owners results in a right of nondeveloper Owners to elect a fractional

number of members of the Board, a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, Developer shall have the right to elect the remaining members of the Board. Application of this provision shall not eliminate the right of Developer to designate at least one member as provided in Section 6, above.

ARTICLE IV ADMINISTRATION

Section 1. Board of Directors. The business, property, and affairs of the Association shall be managed by a Board of Directors (the Board of Directors) to be elected in the manner described in these By-laws. The Directors designated in the Articles of Incorporation shall serve until their successors have been duly elected and qualified at the first meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to the Directors selected by Developer before the first meeting of members shall be binding on the Association as though the actions had been authorized by a Board of Directors elected by the members of the Association so long as the actions are within the scope of the powers and duties that a Board of Directors may exercise under the Condominium Documents. A service contract or management agreement entered into between the Association and Developer or affiliates of Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held and on 30 days' notice at any time for cause.

Section 2. Powers and Duties. The Board shall have all powers and duties necessary to administer the affairs of the Association and may take all actions in support of the administration that are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:

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

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

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

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

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

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

Section 3. Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. The accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at times required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of the review or audit shall be an expense of administration.

Section 4. Maintenance, Repair, and Replacement. The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage) is as follows:

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

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

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

Section 5. Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by MCL 559.205. The fund shall be established in the minimum amount required on or before the Transitional Control Date and shall, to the extent possible, be maintained at a level that is equal to or greater than 10% of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this section may prove to be inadequate, and the Board should carefully analyze the Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

Section 6. Construction Liens. A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit on which the work was performed, and a lien for work authorized by Developer or the principal contractor shall attach only to Condominium Units owned by Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of the Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or Developer.

Section 7. Managing Agent. The Board may employ a management company or managing agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 2, above. Developer or any person or entity related to Developer may serve as managing agent, but any compensation paid to Developer shall be at competitive rates.

Section 8. Officers. The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these By-laws. Officers may be compensated, but only on the affirmative vote of 67% or more of all Owners.

Section 9. Indemnification. All Directors and Officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken

on behalf of the Association on 10 days' notice to all Owners in the manner and to the extent provided by the Association By-laws. If no judicial determination on indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

ARTICLE V ASSESSMENTS

Section 1. Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance covering the interests of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Common Elements shall be receipts of administration.

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

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

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

C. Special Assessments. The Board of Directors may make special assessments in excess of those permitted by subsections A and B above from time to time following the approval of the Owners as provided in this subsection to meet other needs or

requirements of the Association, including but not limited to: (i) assessments for additions to the Common Elements costing more than \$5,000 in any year; (ii) assessments to purchase a Unit on foreclosure of the lien described in Section 5 below; or (iii) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not those assessments referred to in subsections A and B, which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 67% or more (in number and in value) of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

Section 3. Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board elects some other periodic payment schedule, annual assessments will be payable by Owners in 12 equal monthly installments, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for the payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident Owners until those Owners begin to use the Common Elements on a regular basis.

Section 4. Expenses of Administration. The expenses of administration shall consist, among other things, of the amounts the Board deems proper to operate and maintain the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year. Any reserves established by the Board before the first meeting of members shall be subject to approval by the members at the first meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

Section 5. Collection of Assessments. Each Owner shall be obligated for the payment of all assessments levied on the Owner's Unit while that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution

toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit.

A. Legal Remedies. In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a mortgage of record recorded before the recording of any notice of lien by the Association; and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment as provided by MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

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

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

D. Application of Payments. Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest

charges and fines for late payment on the assessments; and third, to installments of assessments in default in order of their due dates.

Section 6. Financial Responsibility of Developer. The responsibility of Developer for assessments is as follows:

A. Preturnover Expenses. Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of general or special assessments. At the time of the first meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

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

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

ARTICLE VI TAXES, INSURANCE, AND REPAIR

Section 1. Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase is established. Taxes and assessments that become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs shall be assessed only against the individual Units. For tax and special assessment purposes, no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

Section 2. Insurance Coverage. The Association shall be appointed as attorney-in-fact for each Owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable, casualty insurance with extended coverage, vandalism, and malicious mischief endorsements; liability insurance (including director's and officer's

liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Owners, the mortgagees, and Developer, as their interests may appear. The insurance, other than title insurance, shall be carried and administered according to the following provisions:

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

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

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

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

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

F. Premium Expenses. Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these By-laws shall be expenses of administration of the Association.

Section 3. Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision whether or not it will be reconstructed or repaired will be made in the following manner:

A. General Common Elements. If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80% or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. However, if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80% or more of the Owners agreeing not to repair or rebuild includes the Owners of all such Units.

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

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

D. Procedure and Timing. Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the Association, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association or if at any time during the reconstruction or repair the funds for the payment of the costs by the Association are insufficient, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 4. Eminent Domain. The following provisions will control on any taking by eminent domain:

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

B. Common Elements. In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use by or distribution to its members. The affirmative vote of 80 percent or more of the Owners in number and in value shall determine whether to rebuild, repair, or replace the portion taken or to take another action.

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

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

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

ARTICLE VII CONSTRUCTION REQUIREMENTS

Section 1. Design Standards. Design standards for Units in the Project are set forth in this section. Design standards promote quality, value, and stability for Unit Owners. The standards in this section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

Section 2. Developer Approvals. During the Development Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping

plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plans, that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole.

Section 3. Review Committee. Developer has or will establish an architectural review committee (the Review Committee). The mission of the Review Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

Section 4. Architectural Review. Following the Development Period, no residence, structure, or other improvements shall be constructed within a Unit or elsewhere on the Property and no exterior modification shall be made to any existing residence, structure, or improvement unless plans and specifications containing whatever detail the Review Committee reasonably requires has first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans and specifications, color or material applications, grading or landscaping plans, or building location plans that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on the plans and specifications, the Review Committee shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

Section 5. Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by Developer or, following the Development Period, by the Review Committee. If building construction is intended to commence within three months after the date of plan approval, the name of the proposed residential builder must be submitted when the plans and specifications are submitted. If construction is to be delayed beyond three months, the name of the proposed residential builder must be submitted for approval at least 60 days before the commencement of construction. In its approval process, the Review Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements, including swimming pools and landscaping, must also be done by contractors approved in writing by the Review Committee.

Section 6. Codes and Ordinances. In addition to the construction requirements in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.

Section 7. Time for Construction. At the time of submitting the name of a proposed residential builder for approval, a date for commencement of construction (which shall not be more than three years after the date of approval) must be agreed on and approved by the Review Committee. Once construction has started, work on the building must be diligently pursued and completed within a maximum of 12 months from the date of commencement. The Committee may extend the time for commencement or completion when, in its opinion, conditions warrant an extension.

Section 8. Reserved Developer Rights. The purpose of this Article VII is to ensure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding on both the Association and all Owners in the Project. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Property as may be reasonable to enable development and sale of the entire Project.

Section 9. Review Committee Appointment. Following the Development Period, if rights of appointment have not previously been assigned to the Association, Developer's representatives shall resign from the Review Committee, and the Board of Directors of the Association shall appoint three new members to the Review Committee. In each succeeding year or at whatever other intervals the Board of Directors decides, the Board of Directors shall appoint or reappoint the three members to serve on the Review Committee.

Section 10. Permitted Variance. The Review Committee may, on a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to an extent and in a manner that does not violate the spirit and intent of the requirements.

Section 11. Setback Lines. No building will be erected on any Unit nearer to the street line or to either side Unit boundary or closer to the rear Unit boundary than permitted by the setback requirements of the zoning applicable to the Unit that is in effect at the time of the contemplated construction of any building unless a variance or other permission for the setback is obtained from the applicable authority. If compliance with these setback requirements is impracticable or would create a hardship for a corner Unit or an odd-shaped building site, the Review Board may specify front yard, side yard, and rear yard widths and depths that are less than those required by this section. When 1¹/₂ or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the property of adjoining owners.

Section 12. Building Height. The height of any building shall not be more than 2¹/₂ stories. If any portion of a level or floor within a building is below grade, all of that level or floor shall be considered a basement level.

Section 13. Improvements Adjoining Roadway. No trees, plantings, fencing, or other improvements will be placed where they obstruct vehicular visibility at or near street intersections.

Section 14. Soil from Excavation. All soil to be removed from any of the Units in the course of grading or excavating will, at Developer's option, become the property of Developer and be placed by the Owner or the Owner's contractor at the Owner's expense in a location within or adjoining the Project designated by Developer.

ARTICLE VIII USE AND OCCUPANCY RESTRICTIONS; ENFORCEMENT

Section 1. Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence and purposes incidental to residential use. No building intended for business uses and no apartment house, rooming house, day care facility, foster care residence, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.

Section 2. Common Areas. The Common Elements shall be used only by the Owners of Units in the Condominium and their agents, tenants, family members invitees, and licensees for access, ingress to, and egress from the respective Units and for other purposes incidental to use of the Units. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.

Section 3. Use and Occupancy Restrictions. In addition to the general requirements of Sections 1 and 2 above, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

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

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

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

D. Prohibited Uses. Nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements or that will violate any law.

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

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

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

H. Pets and Animals. No animals may be kept on any Unit except for one domestic dog, one domestic cat, and two caged birds without the prior written consent of the Association, which, if given, may be revoked at any time by the Association. No exotic, savage, or dangerous animal shall be kept on the Property, and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time and must at all times be kept under care and restraint so they are not obnoxious on account of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose on the Common Elements or on any Unit except the Unit owned by the owner of the animal, and the owner of each pet shall be responsible for cleaning up after it.

I. Recreational Vehicles. No recreational vehicles, boats, or trailers shall be parked or stored in any garage if the storage would prevent full closure of the garage door or elsewhere on the Unit without the written approval of the Association. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the Condominium. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

J. Recreational Facilities. No above-ground pools, tennis courts, or dog runs will be permitted on any Unit. All exterior hot tubs and spas must be approved by the Review Committee before installation.

K. Trash Containers and Pick Up. All trash shall be placed in appropriate containers and kept inside the garage or other fully enclosed area on the Unit except for short periods of time reasonably necessary to permit collection.

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

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

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

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

Section 4. Zoning Compliance. In addition to the restrictions in this Article VIII, the use of any Unit or structure on the Unit must satisfy the requirements of the zoning ordinances of the City of Hillsdale and the County of Hillsdale in effect at the time of the contemplated use unless a variance for the use is obtained from a unit of government with jurisdiction over the use of the Unit and the Condominium.

Section 5. Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed, these By-laws, and the other Condominium Documents concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of the rules and regulations must be furnished by the Board to each Owner at least 10 days before their effective date and may be revoked at any time by the affirmative vote of the Board or 67% or more of all Owners.

Section 6. Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community used and occupied for the benefit of the Owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, Developer, or any person to whom it assigns this right, may, at its option, elect to maintain, repair, or replace any Common Elements or to do any landscaping required by these By-laws and to charge the cost to the Association as an expense of administration. Developer shall have the right to enforce these By-laws throughout the Development Period, and this right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.

Section 7. Owner Enforcement. An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by an action for injunctive relief or damages against the Association, its officers, or another Owner in the Project.

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

Section 9. Reserved Rights of Developer. The restrictions in this section shall not apply to the commercial activities of Developer during the Development Period. Developer shall also have the right to maintain a sales office, advertising display sign, storage areas, and reasonable parking incident to its sales efforts and to reasonable access to, from, and over the Project to enable development and sale of the entire Project.

Section 10. Assignment and Succession. Developer may assign any of the rights granted to or reserved by it in the Condominium Documents or by law to any other entity or to the Association. Any assignment or transfer shall be made by an appropriate

document in writing, signed by Developer and recorded with the Hillsdale County Register of Deeds. On qualification, the assignee will have the same rights and powers as those granted to or reserved by Developer in the Condominium Documents.

ARTICLE IX LEASES

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

Section 2. Terms of Lease. All occupants of a Unit shall comply with all of the conditions of the Condominium Documents, and all lease and rental agreements must require such compliance.

Section 3. Remedies of the Association. If the Association determines that any non-Owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

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

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

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

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

ARTICLE X MORTGAGES

Section 1. Notice to the Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the Mortgagee and the Association will maintain this information. The information relating to Mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.

Section 2. Insurance. The Association shall notify each of the Mortgagees of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

Section 3. Rights of Mortgagees. Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be granted the following rights:

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

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

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

ARTICLE XI WATER AND SANITARY SEWER SYSTEMS

The water and sanitary sewer systems located in the Project which are connected to and served by the public water and sanitary sewer systems of the City of Hillsdale will be turned over by the Developer to the City of Hillsdale Board of Public Utilities ("BPU") for maintenance, operation, repair, substitution, removal, enlargement, inspection, and

replacement thereof with appropriate user charges to be determined by BPU and/or the City of Hillsdale.

ARTICLE XII TRANSFER OF UNITS

Section 1. Unrestricted Transfers. An individual Owner may, without restriction under these By-laws, sell, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit.

Section 2. Notice to Association. Whenever an Owner sells, gives, devises, or otherwise transfers the Owner's Unit or any interest in the Unit, the Owner shall give written notice to the Association within five days after consummating the transfer. The notice shall be accompanied by documents evidencing the title or interest transferred.

ARTICLE XIII REMEDIES FOR DEFAULT

Section 1. Relief Available. Except as may otherwise be specifically provided for in the Master Deed, these By-laws, the Act, or the other Condominium Documents, any default by an Owner shall entitle the Association or another Owner or Owners to the following relief:

- a. Failure to comply with any of the terms or conditions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, for injunctive relief, for foreclosure of lien (if in default in payment of an assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Owner or Owners.
- b. In any proceeding arising because of an alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any Owner be entitled to recover such attorneys' fees.
- c. Such other reasonable remedies as are provided for in the rules and regulations promulgated by the Board of Directors, including, without limitation, the levying of fines against Owners after notice and opportunity for hearing, as provided in the Association rules and regulations, and the imposition of late charges for nonpayment of assessments.
- d. 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, where reasonably necessary, upon the limited or general

common elements, or into any Unit, and summarily remove and abate, at the expense of the violating Owner, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

Section 2. Failure to Enforce. The failure of the Association or of any 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 Owner to enforce such right, provision, covenant or condition in the future.

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

Section 4. Hearing. Prior to the imposition of any fine or other penalty hereunder, the offending Owner shall be given a reasonable opportunity to appear before the Board and be heard. Following any such hearing the Board shall prepare a written decision and place it in the permanent records of the Association.

ARTICLE XIV ARBITRATION

Section 1. Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws, or other Condominium Documents and any disputes, claims, or grievances arising among or between Owners or between Owners and the Association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration; and the parties shall accept the arbitrator's decision and award as final and binding. The Arbitration Rules for the Real Estate Industry of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations.

Section 2. Disputes Involving Developer. A contract to settle by arbitration may also be executed by Developer and any claimant for any claim against Developer that might be the subject of a civil action, provided as follows:

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

B. The Association's Option. At the exclusive option of the Association, Developer shall execute a contract to settle by arbitration any claim that might be the

subject of a civil action against Developer that arises out of or relates to the Common Elements of the Project if the amount of the claim is \$10,000 or less.

Section 3. Preservation of Rights. Election by any Owner or by the Association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

ARTICLE XV MISCELLANEOUS PROVISIONS

Section 1. Definitions. All terms used in these By-laws will have the same meaning assigned by the Master Deed to which the By-laws are attached or as defined in the Act.

Section 2. Severability. If any of the terms, provisions, or covenants of these By-laws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of the documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

Section 3. Notices. Notices provided for in the Act, Master Deed, or Bylaws shall be in writing and shall be addressed to the Association at its registered office in the State of Michigan and to any Owner at the address in the deed of conveyance or at another address subsequently provided in writing. The Association may designate a different address for notices to it by giving written notice of the change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by U.S. mail with postage prepaid or when delivered in person.

Section 4. Amendment. These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed by Article X of the Master Deed.

Section 5. Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:

1. The Master Deed, including the Condominium Subdivision Plan but excluding these By-laws;
2. These Condominium By-laws;

3. The Articles of Incorporation of the Association;
4. The Association By-laws;
5. The Rules and Regulations of the Association; and
6. The Disclosure Statement.

EXHIBIT B
SITE PLAN OF HILLSDALE COMMONS CONDOMINIUM

AMENDMENT NO. 1
FOR
HILLSDALE COMMONS
CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN
HILLSDALE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 11



GENERAL NOTES

SIDEWALK
SIDEWALK AND SIDEWALK RAMPS TO BE ADA COMPLIANT. SEE MDOT SPECIAL DETAIL R-28-J

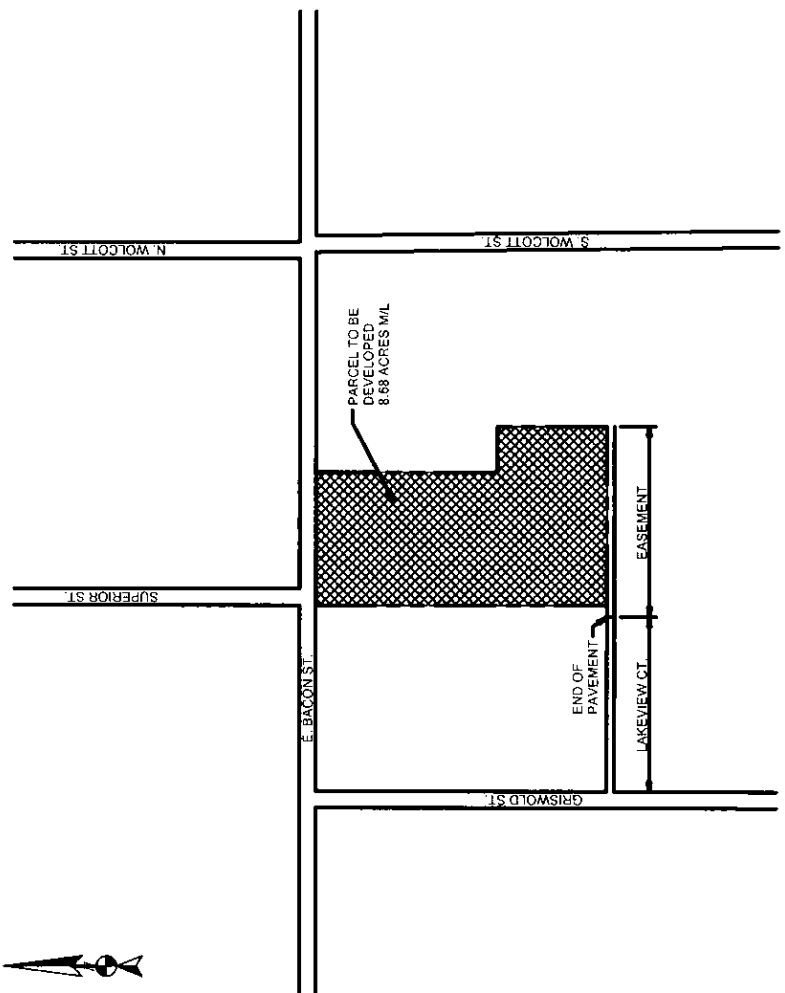
PHASES
THIS PROJECT IS DIVIDED INTO FOUR (4) PHASES. PHASE 1 WILL CONSTRUCT THE FOUR UNITS ON THE EAST SIDE OF HILLSDALE COMMONS DRIVE. THE FOUR UNITS OF THE NORTH CUL-DE-SAC WILL BE CONSTRUCTED IN PHASE 2. PHASE 3 WILL BE THE FOUR UNITS ON THE CUL-DE-SAC. PHASE 4 WILL BE THE REMAINING UNITS COMPRISED OF THE REMAINING UNITS ON THE SOUTH END OF THE DEVELOPMENT.

DRIVES AND GARAGE APPROACH
ROADS, DRIVES, AND CUL-DE-SAC'S WILL BE HOT MIX ASPHALT. GARAGE APPROACHES WILL BE 4" CONCRETE

LANDSCAPING
LANDSCAPING PER CITY OF HILLSDALE SEC. 36-150 - LANDSCAPING

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

MUST BE BUILT & NEED NOT BE BUILT.
PER MICHIGAN CONDOMINIUM ACT DESIGNATIONS HAVE BEEN MADE. SEE SHEETS 7 OF 20 AND 10 OF 20.



LOT COVERAGE
PERCENT ALLOWED 35
PERCENT ACTUAL 16

COMMON ELEMENTS
IF NO SPECIFIC ASSIGNMENT OF ONE OR MORE OF THE LIMITED COMMON ELEMENTS HAS BEEN MADE IN THE SUBDIVISION PLAN, THE DEVELOPER (DURING THE DEVELOPMENT AND SALES PERIOD) AND THE ASSOCIATION (AFTER THE DEVELOPMENT) SHALL BE RESPONSIBLE FOR THE DEVELOPMENT AND MAINTENANCE OF THE COMMON ELEMENTS. THE RIGHT DESIGNATES EACH SPACE FOR IMPROVEMENT AS A LIMITED COMMON ELEMENT APPURTENANT TO A PARTICULAR UNIT OR UNITS BY SUBSEQUENT AMENDMENT TO THE MASTER DEED.

SHEET INDEX

SHEET 1	LAND SURVEY AND ZONING
SHEET 2	PHASES
SHEET 3	EXISTING CONTOURS
SHEET 4	GRADING
SHEET 5	TYPICAL (DRIVE X-SECTION)
SHEET 6	PROFILE
SHEET 7, 8, 9	UTILITIES
SHEET 10	COMMON ELEMENT PLAN
SHEET 11	C.E. DETAILS
SHEET 12	LANDSCAPE
SHEET 13	FLOOR PLAN
SHEET 14, 15, 16	ELEVATION VIEWS
SHEET 17	FOUNDATION
SHEET 18	BASEMENT
SHEET 19	DETAILS
SHEET 20	DRAINAGE



PLAN PREPARATION

DATE	DESCRIPTION	DRAWN BY	DATE
4-27-20	TITLE SHEET-UTILITIES	R.J.J.	5.21.19
4-27-20	COMMON ELEMENTS		

REVISIONS

DATE	DESCRIPTION
4-27-20	TITLE SHEET-UTILITIES
4-27-20	COMMON ELEMENTS

Excavators, landscapers, farmers, homeowners, and contractors can contact us 7 days a week - 24 hours a day! Before you dig contact MISS D/G 811 - IT IS THE LAW!

590 OLDS STREET
JONESVILLE, MICHIGAN 49250
TEL. 517.849.7470 ; FAX 517.826.9093



TITLE SHEET
HILLSDALE COMMONS
RESIDENTIAL DUPLEX HOUSING

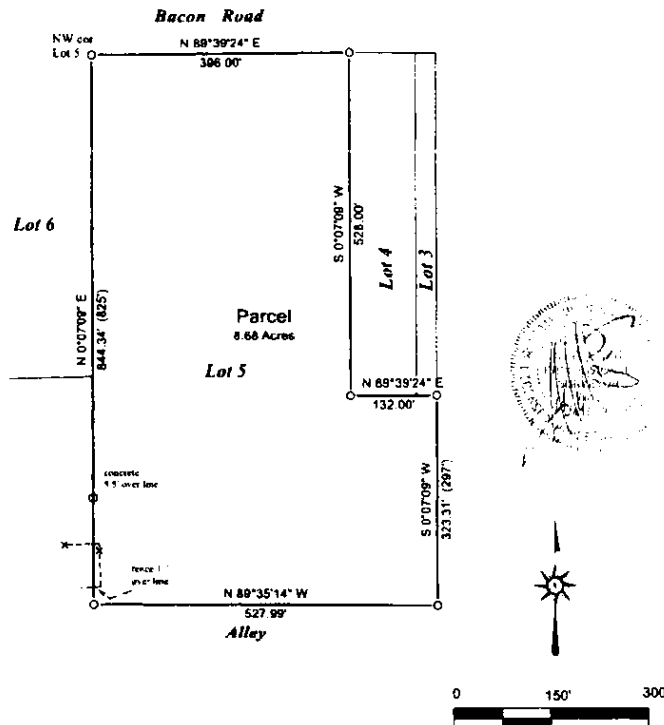
PRD

MAP OF SURVEY

Part of Lot 5, McCollum's Plat of Southeast Addition, Village, now City of Hillsdale, according to the Plat thereof as recorded in Liber AP of Deeds, Page O, Hillsdale County Records, described as: Beginning at the Northwest Corner of said Lot 5, McCollum's Southeast Addition; Thence North 89° 39' 24" East along the North Line of said Lot 5 a distance of 396.00 feet to the Northeast Corner of said Lot 5; Thence South 00° 07' 09" West along the East Line of said Lot 5 a distance of 528.00 feet to the Southwest Corner of Lot 4 of said Plat; Thence North 89° 39' 24" East along South Line of said Lot 4 a distance of 132.00 feet to the Southeast Corner of Lot 3 of said Plat; Thence South 00° 07' 09" West along the East Line of said Lot 5 a distance of 323.31 feet (recorded as 297 ft.) to the South Line of said Lot 5; Thence North 89° 35' 14" West along said South Line 527.99 feet; Thence North 00° 07' 09" East 844.34 feet (recorded as 825 ft.) to the Point of Beginning, containing 8.68 Acres more or less.

Subject to any easements and restrictions of record.

RD-1



RD-1

DUE NORTH SURVEYING, INC.
 6316 Kirsch Drive
 Jonesville, MI 49250
 (517) 849-9677 fax (517) 439-1858
 email: duenorth@dmcibb.net

SHEET 1 OF 1	○ Set iron w/cap #41093
JOB# 090-18	● Found iron
SCALE 1" = 150'	■ Found Monument
DATE 2-13-2019	⊕ Section Corner
Steel Construction	(XX.XX) recorded measurement

I, Jeffrey A. Bieszk, Professional Surveyor, hereby certify that I have surveyed the property as above shown and have set and/or found the irons as indicated; Further that this survey meets or exceeds the minimum standards as adopted and that the ratio of closure on the unadjusted field observations was 1/3000 or better.

This survey was made from a legal description provided to us as a complete and accurate description of the property. Both map and description should be compared with an abstract of title or title policy for any exceptions, easements or discrepancies.

RD-1

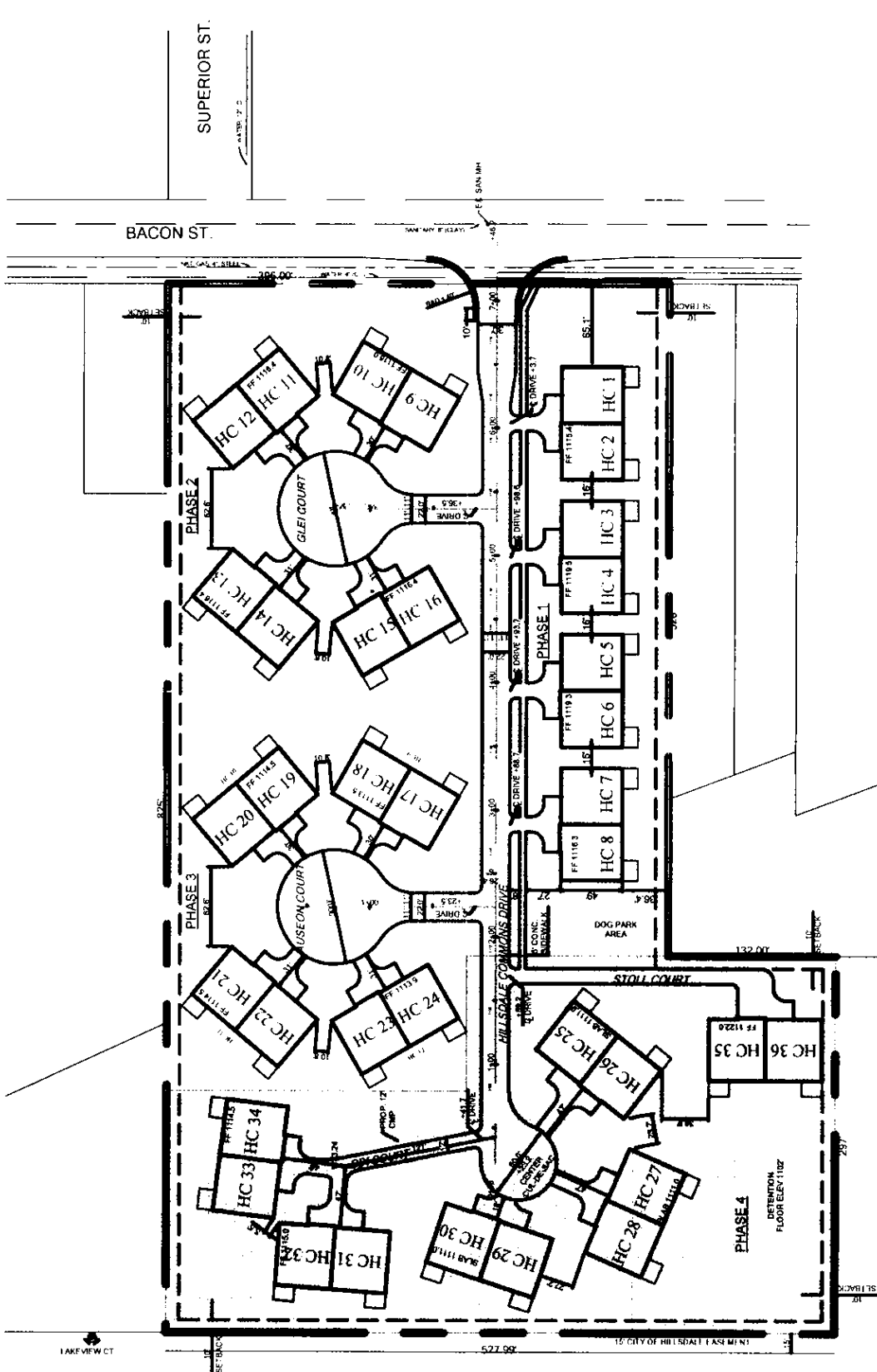
HILLSDALE COMMONS

COMMONWEALTH DEVELOPMENTS, LLC

500 OLDS STREET
 JONESVILLE, MICHIGAN 49250
 www.commonwealthdevelopments.com
 TEL: 517.397.4151 FAX: 517.868.5521

DRAWING TITLE: SURVEY
 P. AN SILEST
 1 OF 20
 DATE: 2-13-2019

SURROUNDING LAND USE	
ZONING DESIGNATION	LOCATION
RES. ONE AND TWO FAMILY	LOT 6, WEST ADJACENT PROPERTY
RES. ONE AND TWO FAMILY	LOT 4, EAST ADJACENT PROPERTY
CITY OWNED ALLEY EASEMENT - 15' WIDTH	SOUTH ADJACENT
RES. ONE AND TWO FAMILY	SOUTH OF ALLEY EASEMENT
PRD PLANNED REDEVELOPMENT DISTRICT	NORTH SIDE OF E. BACON STREET
PRD PLANNED REDEVELOPMENT DISTRICT	WEST SIDE OF E. BACON STREET



- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4

NOTE:
 HILLSDALE COMMONS DRIVE TO BACON STREET
 TO HAVE MOD. OF TR. W/ CHINING.



COMMONWEALTH
 DEVELOPMENTS

HILLSDALE COMMONS

COMMONWEALTH DEVELOPMENTS, LLC	
590 COLLINS STREET JANEYSVILLE, MICHIGAN 48850 www.commonwealthdevelopments.com TEL: 517.797.4485 FAX: 517.826.8663	DRAWING TITLE: PHASES 2 OF 20 PLAN SHEET JANUARY XXXV DATE 5.20.11

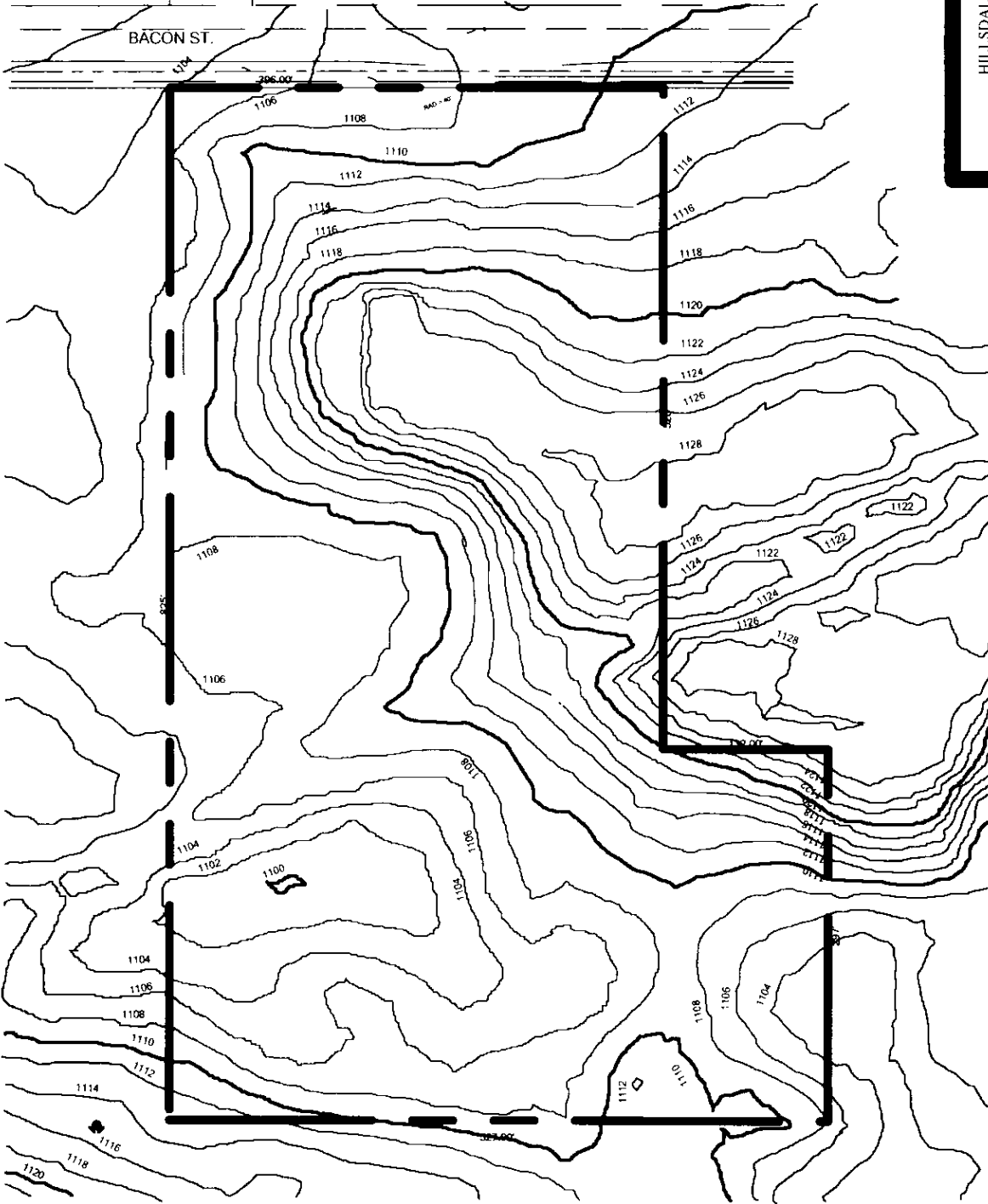


1" = 80'

REV. 02/09

SUPERIOR ST.

BACON ST.



HILLSDALE COMMONS

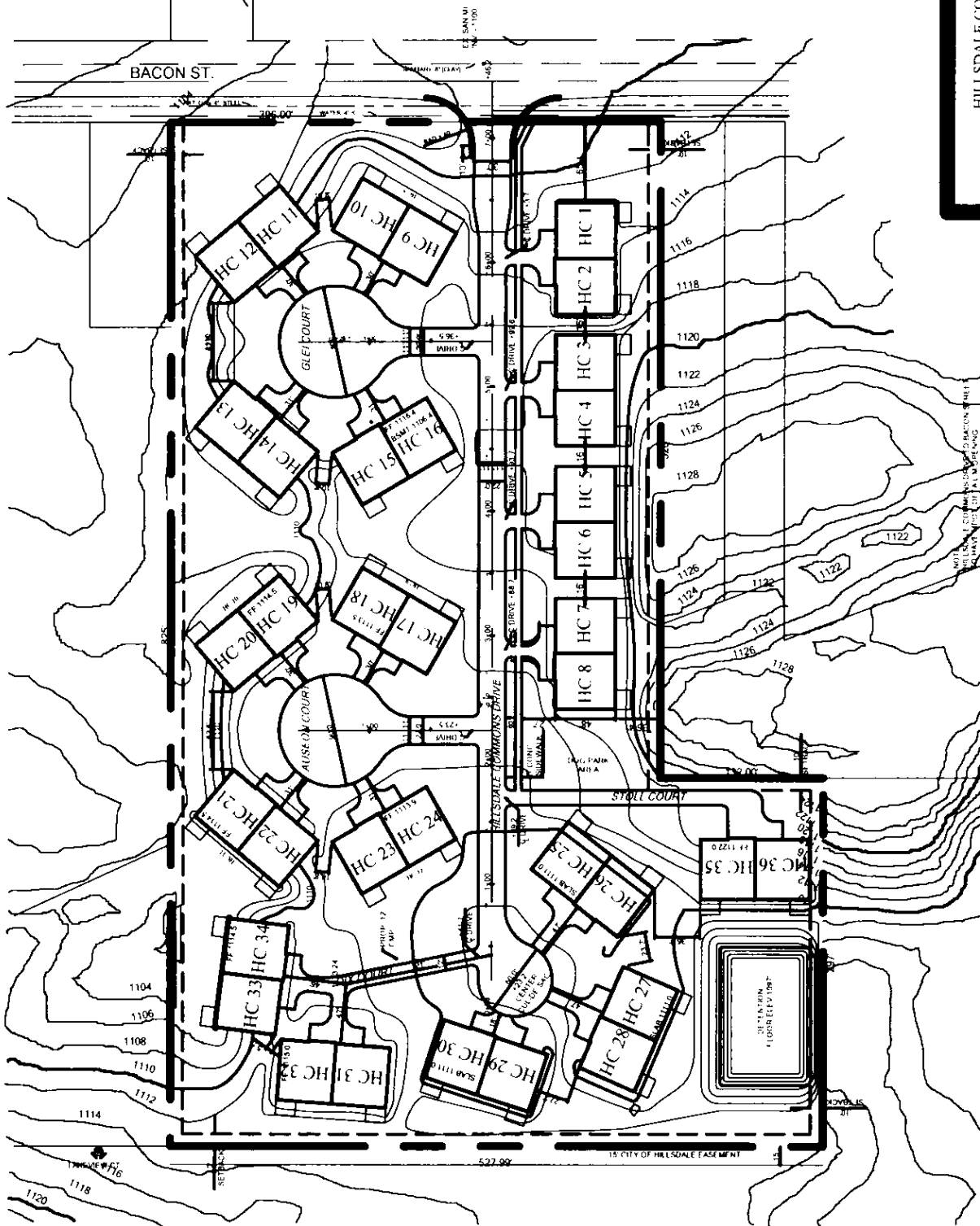
COMMONWEALTH DEVELOPMENTS, LLC

590 OLDS STREET	DRAWING TITLE	PLAN SHEET
JONESVILLE, MICHIGAN 49524	EX. CONT.	3 OF 20
www.commonwealthdevelopments.com	JOB NUMBER	XXXXXX
TEL: 517-297-4485, FAX: 517-297-9911	DATE	5-20-14



SUPERIOR ST.

BACON ST.



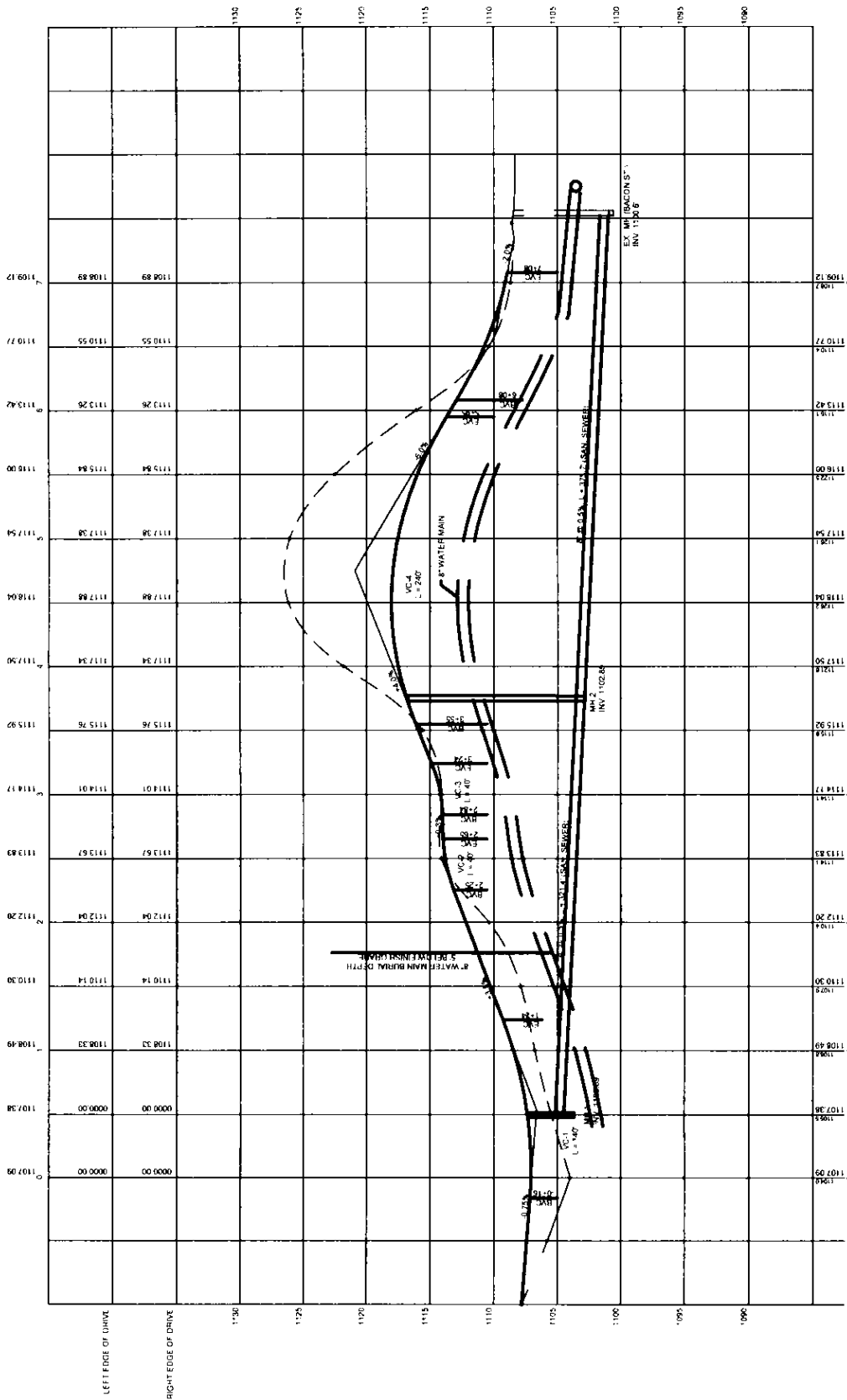
HILLSIDE COMMONS

COMMONWEALTH DEVELOPMENTS, LLC

3600 S. STREET	DRAWING TITLE	PLANNING SHEET
JAMESVILLE, MISSISSIPPI 39236	GRADING	4 OF 20
WWW.COMMONWEALTHDEVELOPMENTS.COM	PROJECT NUMBER	1136
TEL: 501.797.4885 FAX: 501.825.9093	DATE	5-20-14



LEGEND



COMMONWEALTH DEVELOPMENTS, LLC

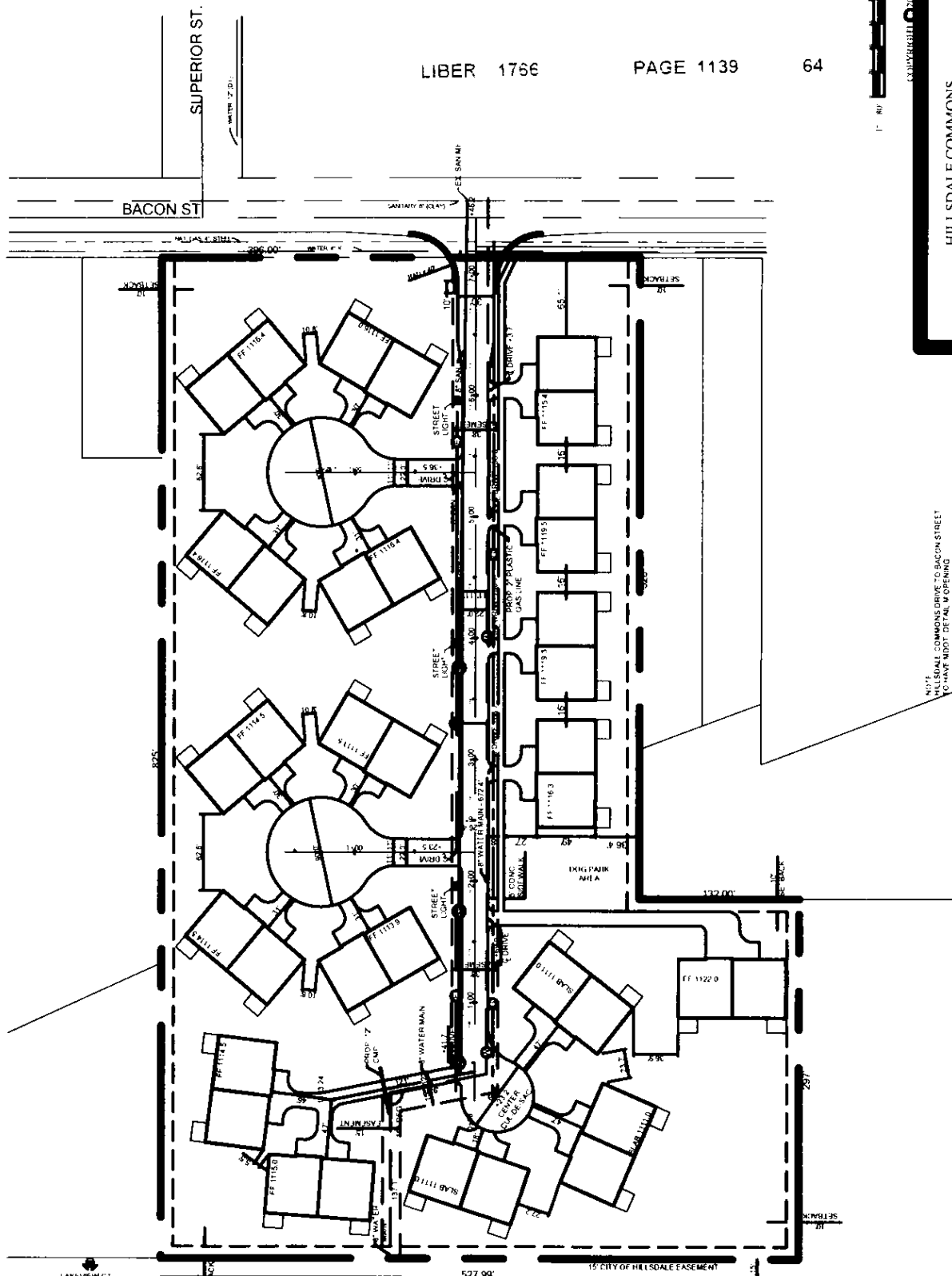
HILLSDALE COMMONS

COMMONWEALTH DEVELOPMENTS, LLC

5940 OLDS STREET
 JONESTOWN, VA 20150
 www.commonwealthdevelopments.com
 TEL: 513-466-4485 FAX: 513-826-0603



DRAWING TITLE
 PROFILE
 PLAN SHEET
 6 OF 20
 DATE
 XXXXX
 5-21-18



NOTE: HILLDALE COMMONS DRIVE TO BACON STREET TO HAVE MDT DETAIL W OPENING



PVC PIPE SHALL BE UNDRIPPED PVC PIPE SHALL MEET THE REQUIREMENTS OF ANSI/AWWA C900 FOR PRESSURE CLASS 300 (10.14 MPa) PIPE AND ANSINSEF STAMPING SHALL BE SHOWN ON ALL EXTERIOR PIPE WALL. PVC PIPE IS NOT ALLOWED WHERE IT MAY BE EXPOSED TO SOLAR RADIATION. ALL EXTERIOR PVC PIPE SHALL BE PROTECTED WITH AN INSULATING COVERING. ALL PRODUCTS OF ORGANIC SOLVENTS OR THEIR VAPORS GASKETS FOR PVC PIPE SHALL MEET THE REQUIREMENTS OF ASTM D3139 AND ASTM F417. ONE GASKET PER LENGTH OF PIPE SHALL BE REQUIRED. ALL GASKETS SHALL BE SUPPLIED WITH THE PIPE JOINT FURNISHED GASKET. LUBRICATION SHALL BE FURNISHED FOR EACH GASKET.

PVC PIPE RESTRAINT DEVICES SHALL MEET THE REQUIREMENTS OF ASTM D3139 AND ASTM F417 AND ON THE CONNECTING PIPE. SPLIT SERRATED RINGS TO ORIP BEHIND THE PIPE BELL AND ON THE CONNECTING PIPE. HYDRANTS SHALL CONFORM TO ANSI/AWWA C502. HYDRANTS SHALL BE 4" WATER MAIN. HYDRANTS SHALL BE AMERICAN LOW CONFOI WATER PUMP OPERATOR MODEL W8001-230. WATER MASTER SHALL BE THE FOLLOWING: 3/4" BORE, 10" SMALLER THAN 12" WATER MAIN OPERATOR. 5/8" VALVE OPERATOR. 15" SQUARE OPERATOR. 15" SQUARE OPERATOR. NOZZLE C-895 SHALL HAVE 3/4" SQUARE NUTS. ONE 1/2" HOOPER NOZZLE FACING CURB OR PAVEMENT. HOSE NOZZLES SHALL BE NATIONAL STANDARD FIRE HOSE CONDUIT THREAD. G-RING SEALS BE OPEN BEFORE INSTALLATION. HYDRANTS SHALL BE PAINTED RED ABOVE THE GROUND LINE.

MUST BE BUILT & NEED NOT BE BUILT

8" WATER MAIN	8" WATER MAIN	8" WATER MAIN	8" WATER MAIN
8" SANITARY SEWER	8" SANITARY SEWER	8" SANITARY SEWER	8" SANITARY SEWER
ELECTRIC	ELECTRIC	ELECTRIC	ELECTRIC
NATURAL GAS	NATURAL GAS	NATURAL GAS	NATURAL GAS

NOTE: THESE MATERIALS SHALL BE INSTALLED WITH ABOVE UTILITIES AND SHALL BE INSTALLED AT THE TIME OF CONSTRUCTION FOR EACH CONDOMINIUM UNIT.

NOTES:
 WATER MAIN - CHUCK
 INSTALL WITH WATER MAIN PARKED
 END FOR FUTURE CONSTRUCTION
 CITY OF HILLDALE
 LAY APPROX 1/2" I.P. OF 8" WATER MAIN PIPE
 1" DEGREE R' ELONG
 LAY APPROX 8" E.L. OF 8" WATER MAIN
 10' DEGREE R' ELONG
 STA 0+38.57 TO 3+73
 LAY APPROX 6" I.P. OF 8" WATER MAIN PIPE

- LEGEND
- PROP NATURAL GAS 2" PLASTIC
 - PROP WATER MAIN 8"
 - PROP SANITARY SEWER 8"
 - PROP UNDERGROUND ELECTRIC
 - PROPOSED HYDRANT
 - PROPOSED STREET LIGHT

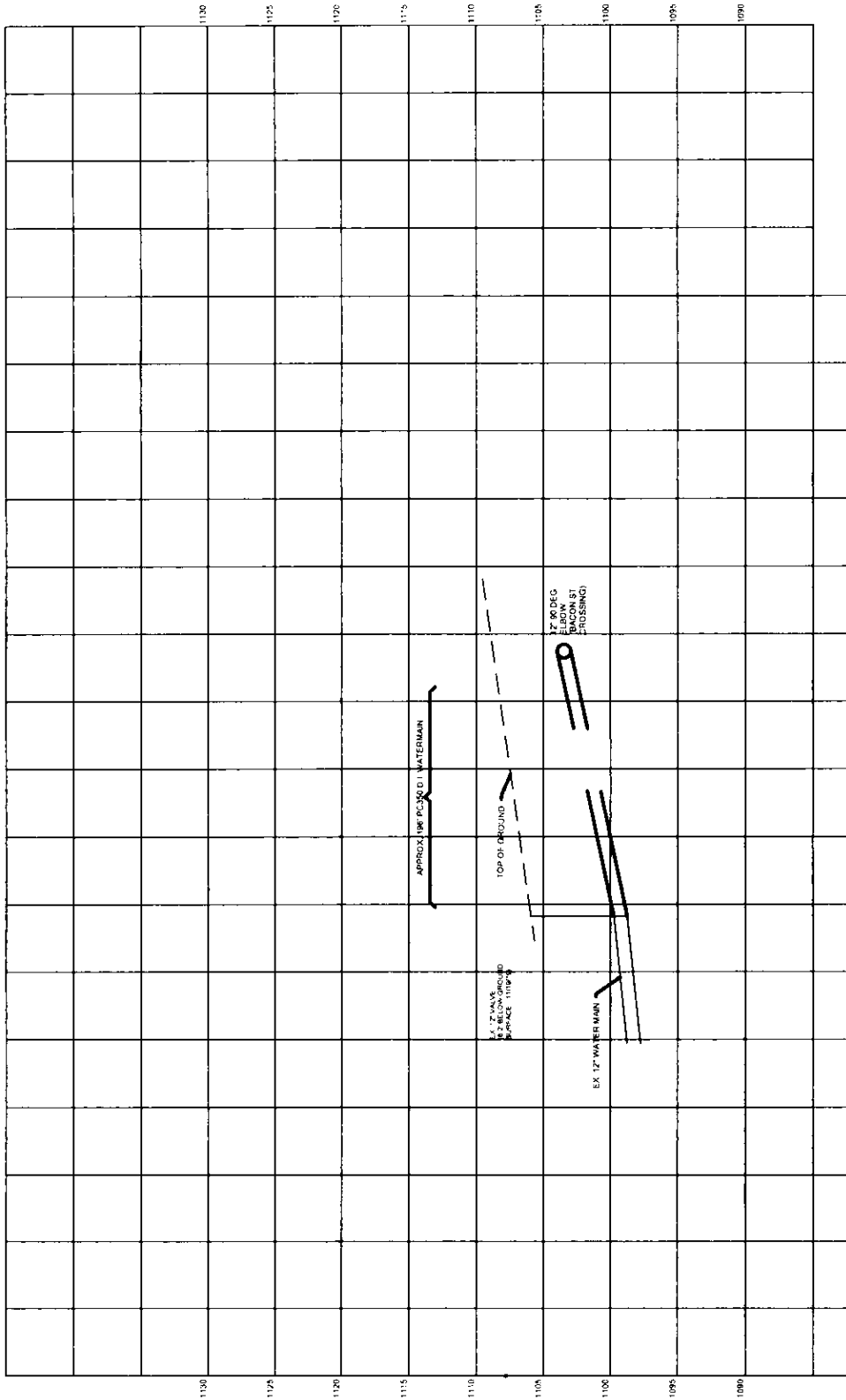
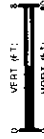
HILLDALE COMMONS

COMMONWEALTH DEVELOPMENTS, LLC

500 OLDS STREET
 BANSVILLE, OHIO 44881-4950
 WWW.COMMONWEALTHDEVELOPMENTS.COM
 TEL: 517.397.4881 FAX: 517.826.9093

DRAWING TITLE: UTILITIES
 PLAN SHEET: 7 OF 20
 DATE: 5-22-16





6 SUPERIOR ST
AT BACON ST

COMMONWEALTH DEVELOPMENTS

HILLSDALE COMMONS

COMMONWEALTH DEVELOPMENTS, LLC

490 OLDS STREET
JONESVILLE, MICHIGAN 49250
www.commonwealthdevelopments.com
TEL: 517.707.4481 FAX: 517.828.9093

DRAWING TITLE: HILLSDALE COMMONS
PROFILE
8 OF 20

DATE: 11.11.16



COMMONWEALTH
DEVELOPMENTS

SUPERIOR ST.

BACON ST.

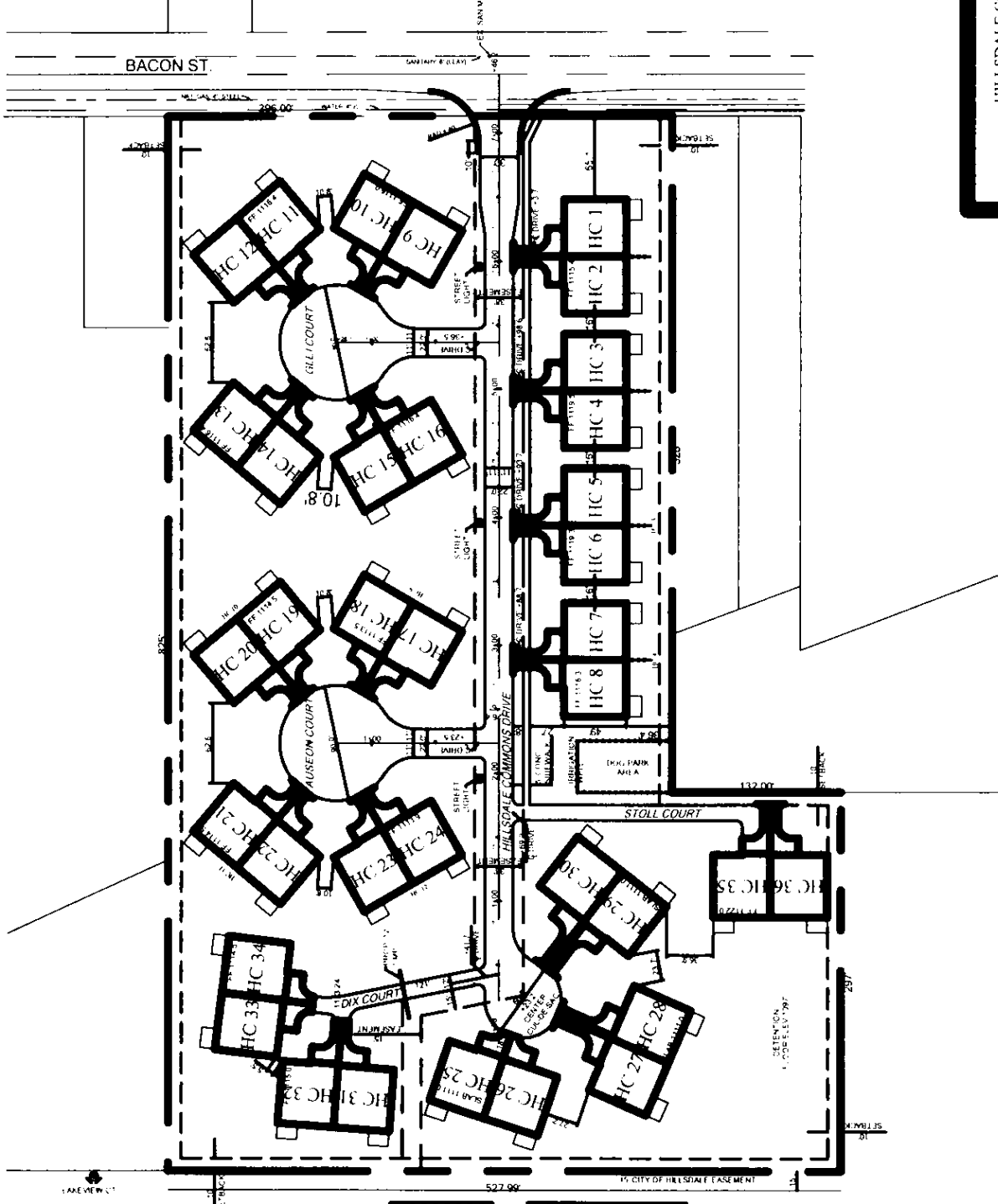


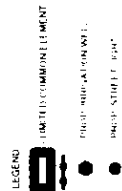
CHART OF COMMON ELEMENTS

TOTAL AREA	1.85 ACRES OR LESS
TYPE OF COMMON ELEMENTS	2-17 LOCATED OUTSIDE OF LOT
OWNER	DAVID'S BOWMAN, INC.
LEGAL COMMON ELEMENTS	0.38 ACRES (10.83%)

"MUST BE BUILT" & "NEED NOT BE BUILT"

PHASE 1	NEED NOT BE BUILT
PHASE 2	NEED NOT BE BUILT
PHASE 3	NEED NOT BE BUILT
PHASE 4	NEED NOT BE BUILT
MAIN DRIVE	NEED NOT BE BUILT
DRIVEWAY	NEED NOT BE BUILT
STREET LIGHT	NEED NOT BE BUILT
LANDSCAPE	NEED NOT BE BUILT

NOTE:
 1. MULTIPLE COMMON ELEMENTS AS SHOWN ON THIS PLAN MAY APPLY TO ONE OR MORE OF THE PHASES SET FORTH IN THESE DETAILS.
 2. GENERAL COMMON ELEMENTS ARE THE REMAINING AREAS NOT INCLUDED IN THE LIMITED COMMON ELEMENTS.



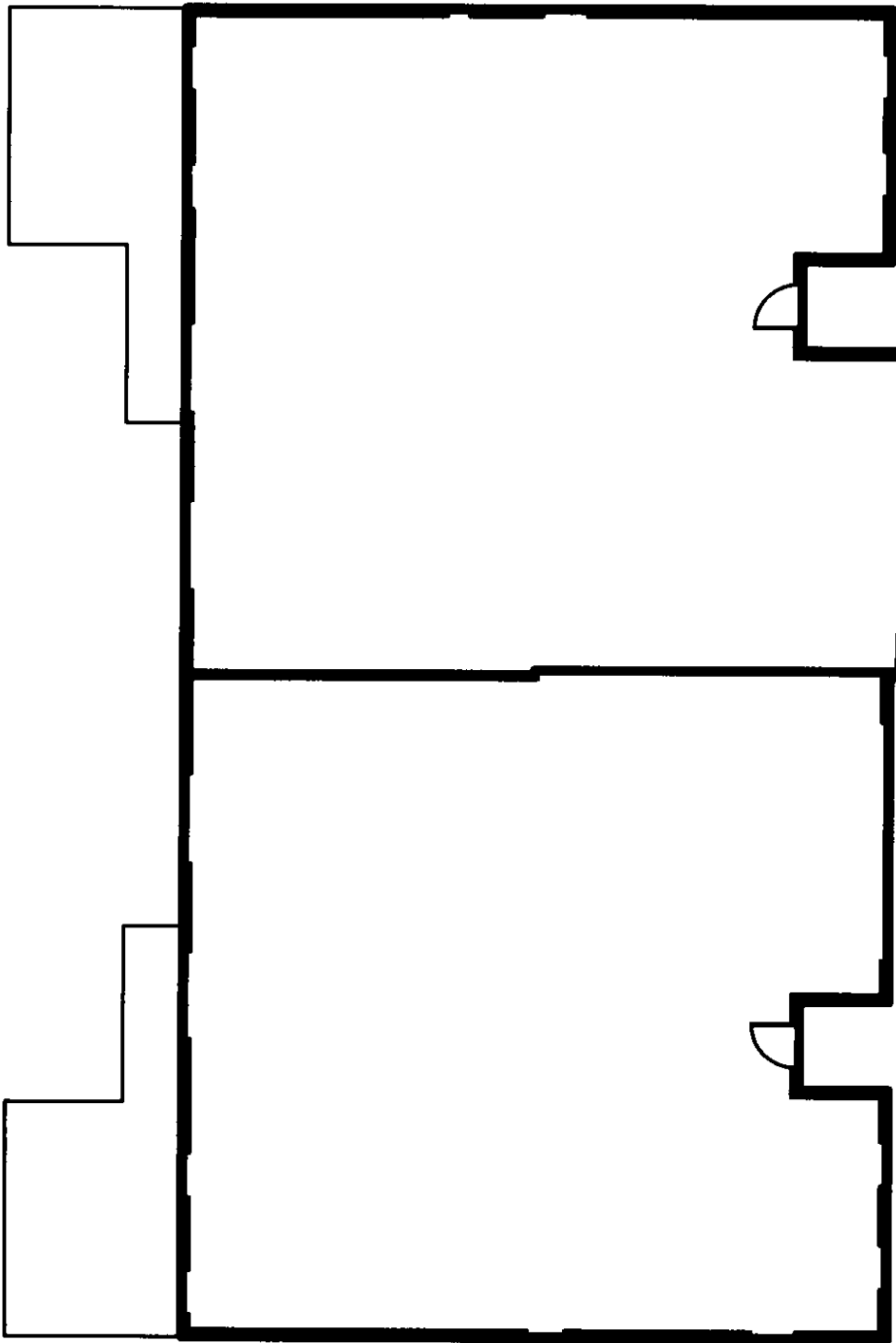
HILLSDALE COMMONS

COMMONWEALTH DEVELOPMENTS, LLC

500 ELDON STREET
 JENESVILLE, MICHIGAN 49250
 WWW.COMMONWEALTHDEVELOPMENTS.COM
 TEL: 517-251-4481 FAX: 517-251-4473

DRAWING TITLE: HILLSDALE COMMONS
 COMMON ELEMENT 10 of 20
 DATE: 5-20-18





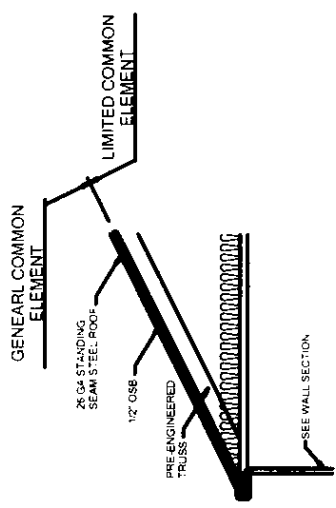
UNIT - A

UNIT - B

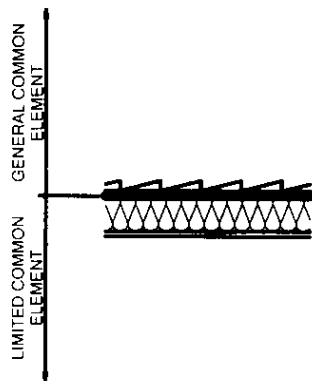
NOTE
 HEAVY LINE INDICATES DIVISION BETWEEN
 COMMON ELEMENTS AND
 LIMITED COMMON ELEMENTS

PLAN


1/8" = 1'-0"



ROOF SECTION
 N.T.S.



WALL SECTION
 N.T.S.

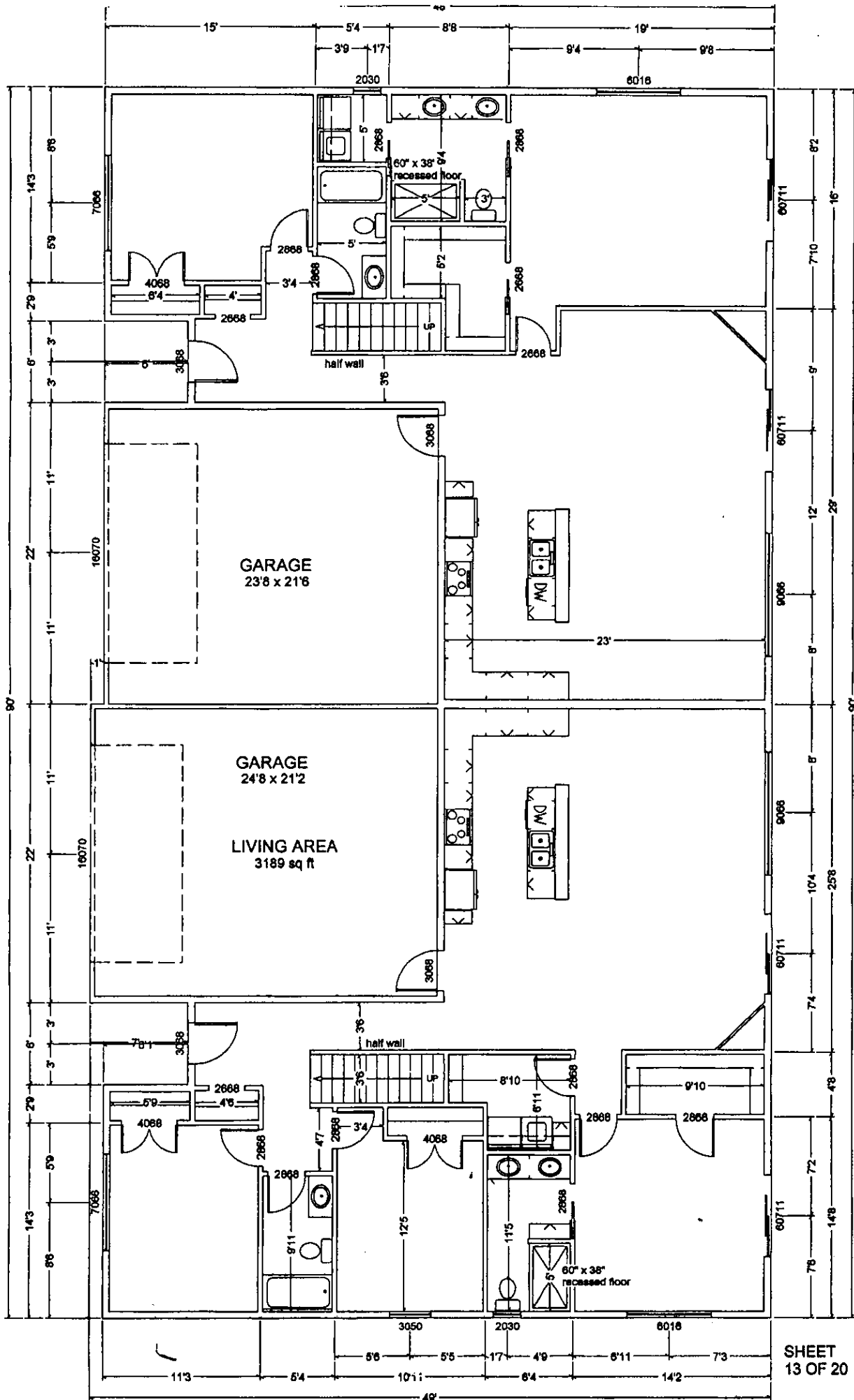


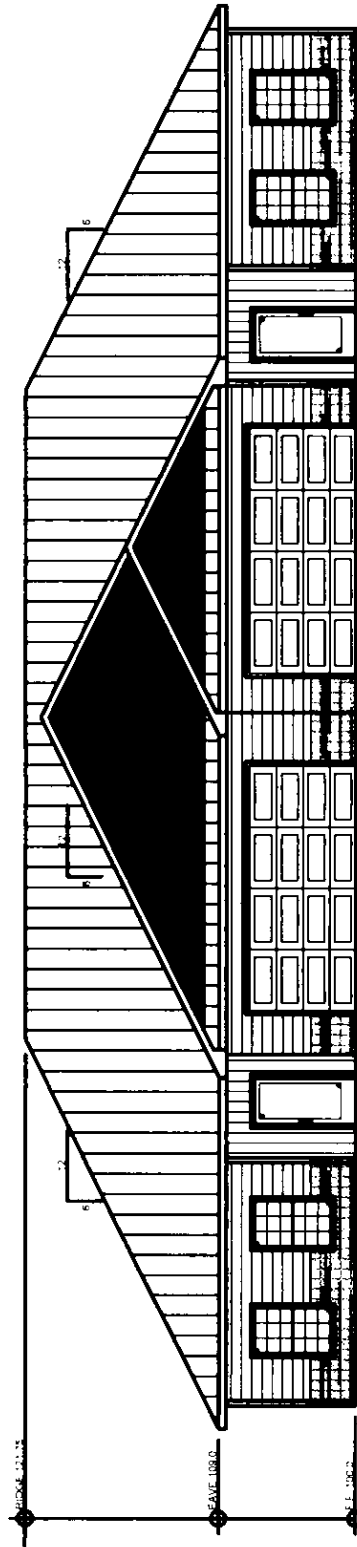
COMMONWEALTH DEVELOPMENTS

HILLSDALE COMMONS

COMMONWEALTH DEVELOPMENTS, LLC

594 OLDS STREET JENINSVILLE, MICHIGAN 49250 PHONE: 517.297.4488 FAX: 517.297.4485	DRAWING TITLE C/E DETAILS
JOB NUMBER 000000	PLAN SHEET 11 OF 20
DATE 5-21-12	





FRONT ELEV

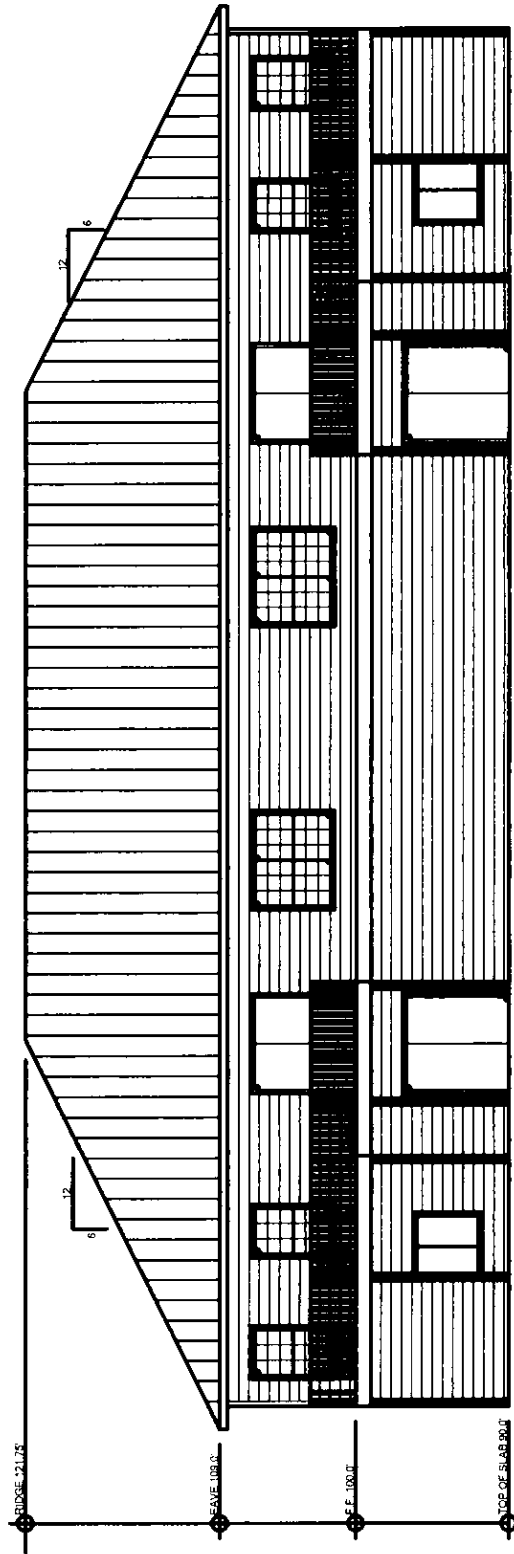
1/8" = 1'-0"



HILLSDALE COMMONS

6800 D.S. STREET JANESVILLE, MICHIGAN 49304 www.commonwealthdevelopments.com TEL: 517-207-4485 FAX: 517-828-0972	DRAWING TITLE FRONT ELEV	PLAN SHEET 14 OF 20
	DATE XXXXXX	DATE 8-27-18

COMMONWEALTH DEVELOPMENTS



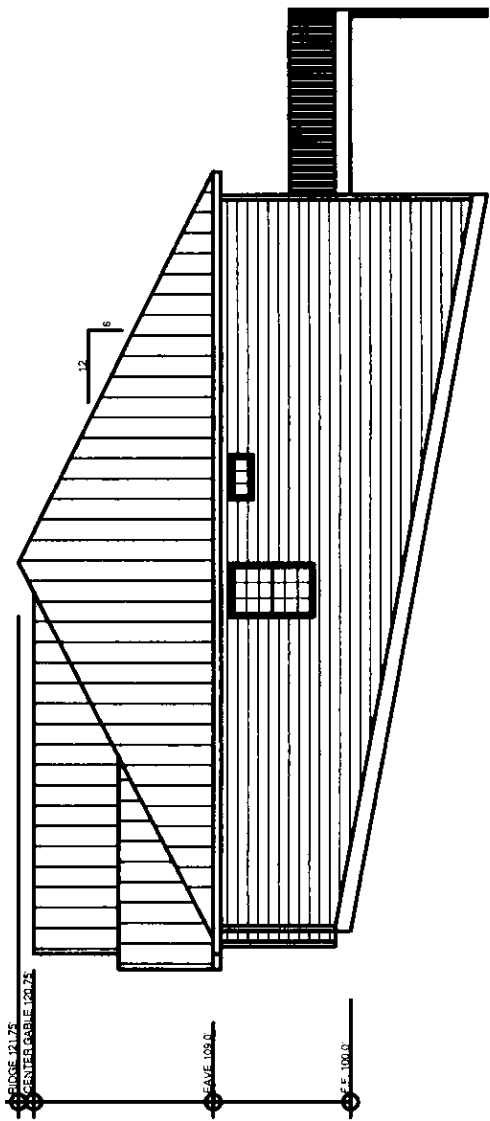
REAR ELEVATION

HILLSDALE COMMONS

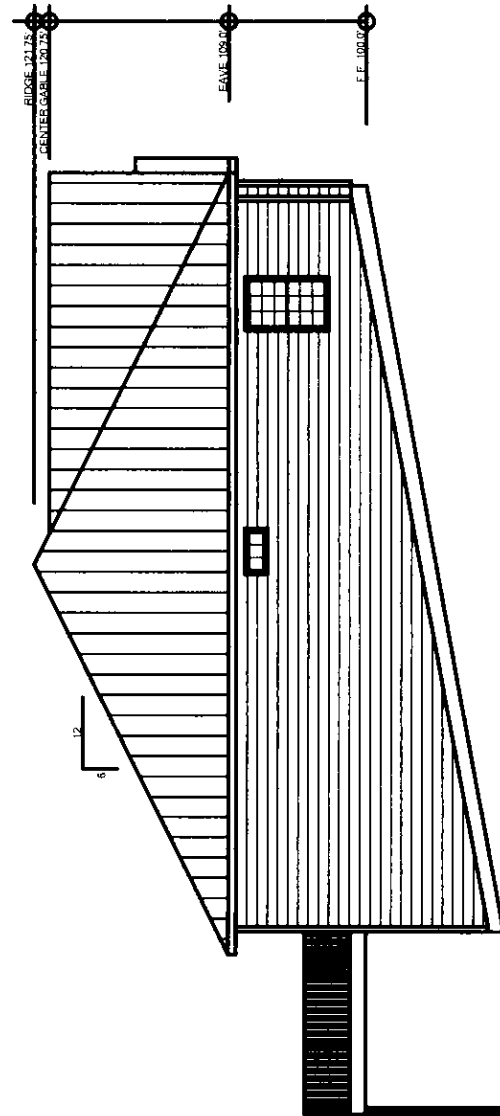
590 OLIVE STREET
JONESVILLE, MICHIGAN 49236
CALL 313.327.4488 • FAX 313.327.3834

DRAWING TITLE REAR ELEV	PLAN SHEET 15 OF 20
JOB NUMBER 3333	DATE 8-27-18

COMMONWEALTH DEVELOPMENTS




ELEV - SIDE 1

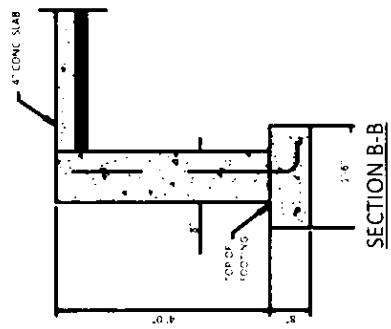
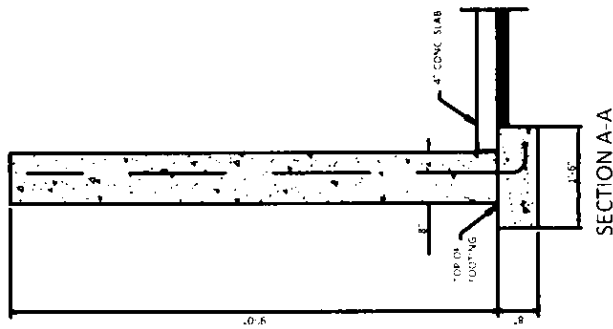
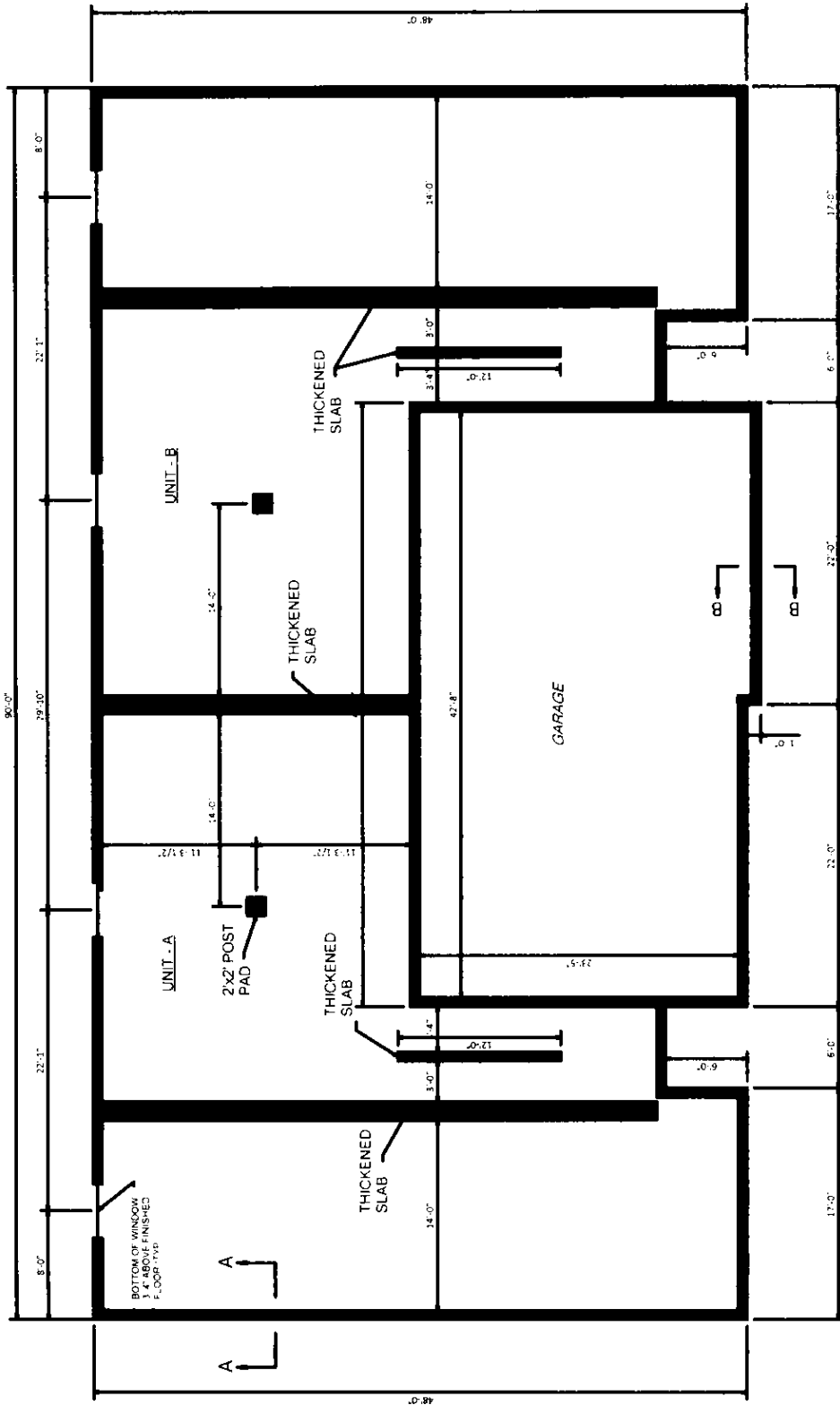


ELEV - SIDE 2

HILLSDALE COMMONS

390 OLSEN STREET JONESVILLE, VIRGINIA 22825 WWW.COMMONWEALTHDEVELOPMENTS.COM TEL: 517.273.4883 FAX: 517.836.9093	DRAWING TITLE: SIDE ELEV	PLANSHEET: 16 OF 20
	JOB NUMBER: 1766	DATE: 5-21-16


COMMONWEALTH DEVELOPMENTS

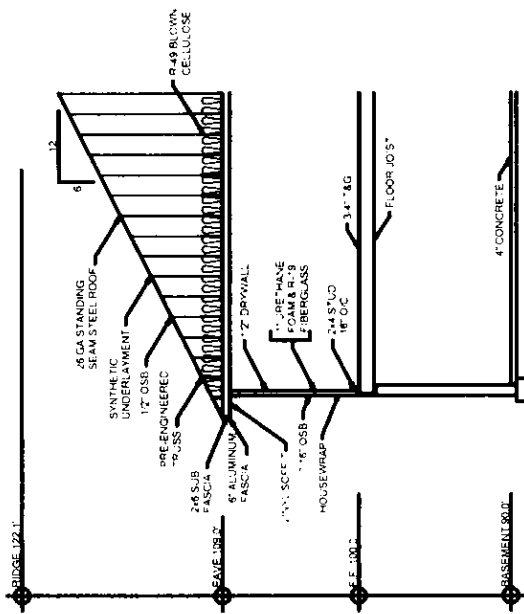


FOUNDATION PLAN

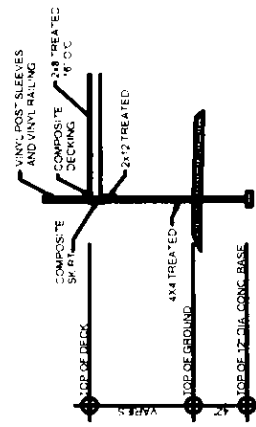


HILSDALE COMMONS	
COMMONWEALTH DEVELOPMENTS, LLC	COMMONWEALTH DEVELOPMENTS, LLC
DRAWING TITLE	FOUNDATION
DATE	10-15-18
SCALE	AS SHOWN
PROJECT NO.	18-0000000000
DATE	10-15-18

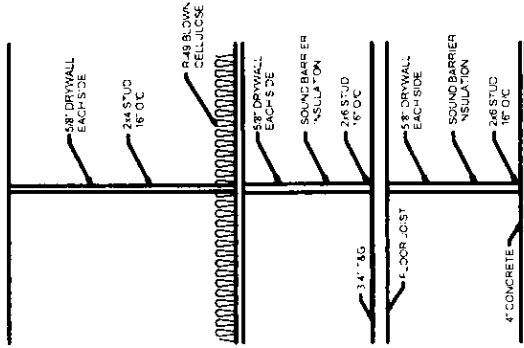




EXTERIOR WALL SECTION



DECK FRAMING DETAIL



CONDO MARRIAGE WALL SECTION

SCHEDULE - WINDOWS						
ID.	QTY.	WIDTH	HEIGHT	STYLE	MATERIAL	OBJECT TYPE
101, 102, 105, 107	5	3'-0"	5'-0"	DH	VINYL	SILVERLINE
103	2	3'-0"	5'-0"	DH	VINYL	SILVERLINE MULLED TOGETHER
104	1	2'-6"	1'-0"	PICTURE	VINYL	SILVERLINE
101, 102, 105, 107	5	3'-0"	5'-0"	DH	VINYL	SILVERLINE
103	2	3'-0"	5'-0"	DH	VINYL	SILVERLINE MULLED TOGETHER
104	1	2'-6"	1'-0"	PICTURE	VINYL	SILVERLINE
SCHEDULE - DOORS						
ID.	QTY.	WIDTH	HEIGHT	STYLE	COMMENTS	
101	2	3'-0"	6'-8"	FRONT ENTRY STEEL		
102	1	4'-0"	6'-8"	DOUBLE CLOSET DOOR	PAINTED	
103, 105, 107, 108, 110	5	2'-8"	6'-8"	6 PANEL SC	PAINTED	
108	1	3'-0"	6'-8"	STEEL, EXT. 6 PANEL	GARAGE, 20 MIN. FIRE RATE	
109	1	2'-8"	6'-8"	6 PANEL, SC	PAINTED, POCKET	
111	1	6'-0"	6'-8"	VINYL PATIO		
112	1	3'-0"	6'-8"	FRONT ENTRY STEEL		
113, 114, 115, 116, 117	8	2'-8"	6'-8"	6 PANEL, SC	PAINTED	
118	1	3'-0"	6'-8"	STEEL, EXT. 6 PANEL	GARAGE, 20 MIN. FIRE RATE	
119, 120, 121, 122, 123, 124	2	4'-0"	6'-8"	DOUBLE CLOSET DOOR	PAINTED	
125	1	6'-0"	5'-8"	VINYL PATIO		



COMMONWEALTH DEVELOPMENTS, LLC
 COMMONWEALTH DEVELOPMENTS
 1905 N.W. 111th Avenue, Suite 100
 Fort Lauderdale, FL 33309
 (954) 575-1111
 www.commonwealthdevelopments.com
 PLAN SHEET 19 OF 20
 DATE 08/21/19

