

Strawberry Hill Estates Homeowners Association

2016 Meeting Minutes

The Annual Meeting of the Strawberry Hill Estates Homeowner Association was called via postal mail, notice on website, and sign on neighborhood announcement board for Thursday April 28, 2016, at 7:30 p.m. at the Hamburg Township Senior Center. The following are the minutes of that meeting.

- A Roll Call of the Membership was taken by sign-in sheet (attached). A quorum of homeowners was achieved. Attendance included five proxy designations (attached).
- The Minutes of the 2015 meeting were presented by the Secretary and were approved by Motion and Second with no changes.
- A financial reporting of the Association was presented by the Treasurer (attached).
- A Building and Use Restrictions update was presented by the President which was focused on a homeowner's request to build a structure on their property. This request was denied by the Board, as well as was a 2nd, clarified request. A lawsuit was filed to prevent construction. Documentation on this request and the ensuing legal activity was presented by the Secretary at the Annual meeting and is attached.
- The Park Report was presented by the Association Secretary who is also the Chair of the Park Committee. It included the 2015 Revenue and Expenses. She asked the membership to note that this past year, due to a problem with the anchoring of the swim raft, additional expenditures were required. She noted that in general the pontoon lottery funds – which are the *only support for the park* – cover the typical expenses of grass maintenance, occasional sand and road maintenance, and portable sanitation. She noted that the Park fund has little reserve for emergencies and no plan for larger deferred maintenance such as the seawall and erosion prevention.

She reminded the membership of the 2012-13 effort to have all homeowners contribute \$50 annually to the Park maintenance. This addition to the annual homeowners assessment targeted to the park required a 2/3 affirmative vote of the Membership, and it was approved by the Estates on the condition that it would also be approved by Bluffs' homeowners. The Bluffs approval did not occur due to a lack of 2/3 of the homeowners voting. Of those who *did* vote in the Bluffs, the majority did indeed approve. Note that this data was for discussion/reminder purposes only and is reflected in the 2013 and 2014 approved minutes and vote.

The Chair of the Park also presented the 2012-2013 budget spreadsheet (which is on the website) and to which she had added the 2015 actual expenditures and revenues. Future effort will be required to update this spreadsheet for current maintenance and improvement tasks. She requested the membership to be aware of the need for maintenance and improvements to keep our Park and beach beautiful.

Larry Gauthier had attended the meeting that was organized by the Portage Lake Association and which was a read-out of the commissioned Restorative Lake Sciences study of the chain of lakes with a focus on the weeds that are overtaking the lakes. Key information Larry provided included:

- Livingston and Washtenaw Counties will cooperate on a 'next steps' effort based on the study, with Washtenaw leading.
 - The Washtenaw Township Board of Water, Sewer and Drains will inventory the 7-8 lakes in the chain, and by August plans to have a projected cost to remediate the weed problem.
 - There are 9 townships that are in the political area. A coordinated remediation effort will work by each township establishing a Special Assessment district to fund the remediation. Members were reminded of the Special Assessment district we formed to fix our neighborhood roads. Homeowners signed a petition, submitted it to the township when a majority was achieved, and the effort was implemented. Expense was added equally to each homeowner's tax bill. Since each homeowner in the neighborhood (approximately 125 homeowners) equally own the beach/park, the expense to remediate would be shared equally with the Special Assessment for the lakes water quality.
 - It is likely that the Counties would propose a 5-year plan at which point it could be anticipated that the weed problem would be controlled.
 - Larry noted that there was an absolute statement that we have more plants than harvesting, i.e., raking, cutting, can fix. In fact this harvesting effort will cause *even more problems* since for each plant that is harvesting, approximately 10,000 spores are released to re-seed. (Note that the Park budget bought a rake and cutter last year at the request of some Board Members and as reflected in Board minutes. These devices should not be used.)
- There was no additional New Business submitted.

- The Secretary presented to the Membership the individuals who were nominated for the new Board of Directors. They included the following homeowners who were *nominated* for Board Membership:
 - Amanda Cole
 - Linnette Drzewiecki (Not in attendance at the meeting.)
 - Sean Kass
 - Scott Landis

And the following Board members who agreed to re-serve on the Board:

- Craig Mestach
- Dave Walmroth

Current Board Member Mary Eileen McLaughlin declined to re-serve on the Board.

Homeowners voted for three Board Members. The vote resulted in the following count in order of number of votes. (Note that James Roach held one voting proxy and Craig Mestach held four voting proxies.)

Linnette Drzewiecki – 17
Craig Mestach -17
Dave Walmroth -16
Sean Kass - 12
Scott Landis - 12
Amanda Cole – 7

Subsequent to the vote, Mr. Walmroth invited the individuals who had been nominated but had not been elected to feel free to attend any Board meetings. The Secretary has noted in the past that Michigan has an open meetings law relative to public institutions, and while not a requirement for our Association, this transparency is highly recommended.

- The meeting was called to a close by Motion and Second at approximately 8:45.

Respectfully Submitted,

Mary Eileen McLaughlin
VP and Secretary through meeting.
April 28, 2016

33	5171 Lisch	McManus, William & Lisa	<i>Proxy</i>	<i>CRAIS</i>
34	5153 Lisch	Benson, Kenneth & Linda	<i>Ken Benson</i>	<i>CRAIS</i>
35	5135 Lisch	Flynn, David	<i>David Flynn</i>	
36	5117 Lisch	McImeel, Cory & Heidi	<i>Cory & Heidi</i>	
37	5099 Lisch	Gauthier, Larry & Irene	<i>Larry & Irene</i>	
38	5081 Lisch	Forster, Thomas & Sharon	<i>Thomas & Sharon</i>	
39	5072 Lisch	Kass, Sean & Corinne	<i>Sean & Corinne</i>	
40	5084 Lisch	Lawrence, James & Lori	<i>James & Lori</i>	
41	5096 Lisch	Bristol, Wayne & Claudia	<i>Wayne & Claudia</i>	
42	5108 Lisch	Mestach, Craig	<i>Craig Mestach</i>	
43	5120 Lisch	Walmroth, David / Skone, Lori	<i>David & Lori</i>	
44	5132 Lisch	Berryman, Kevin & Valorie	<i>Kevin & Valorie</i>	
45	5144 Lisch	Lawrence, Richard & Rosangla	<i>Richard & Rosangla</i>	
46	5156 Lisch	Roach, James & Valarie	<i>James & Valarie</i>	
47	5168 Lisch	Bellinghausen, Kristopher & Shannon	<i>Kristopher & Shannon</i>	
48	5180 Lisch	Zaharee, William & Sharon	<i>William & Sharon</i>	
49	5224 Lisch	Falconberry, Scott & Mary	<i>Scott & Mary</i>	
50	5240 Lisch	Mackey, Jon & Mary	<i>Jon & Mary</i>	
51	5256 Lisch	McMartin, Bradley & Paula	<i>Bradley & Paula</i>	<i>CRAIS</i>
52	5272 Lisch	Landis, Scott & Dennise	<i>Scott & Dennise</i>	
57	5233 Lisch	Landis, Brent & Karen	<i>Brent & Karen</i>	

1	11065 Indianola	Mardausz, Robert & Debra	<i>720 Mt Pleasant</i>
2	11035 Indianola	Beloskur, Scott / Freymoth, Kim	
....3,4,5	10961 Indianola	Baker, Timothy & Kyle	
6	10949 Indianola	Slothower, Joshua	
7	10835 Indianola	Russell, Robert & Nadine	
8	10811 Indianola	Lewis, Howard (William)	<i>H. William Lewis</i>
9	10755 Indianola	Sackett, Mike & Tami	
10	10715 Indianola	Drzewiecki, Edward & Linnette	
11	10685 Indianola	Armour, Bill & Carolyn	<i>Pracy @ DEAR</i>
12	10661 Indianola	Murphy, Roberta	
13	10631 Indianola	Converse, David & Deborah	
14	10630 Indianola	McLaughlin, Mary	
15	10680 Indianola	Randall, Anthony & Kimberly	<i>Mary & Anthony Randall</i>
16	10710 Indianola	Grove, William & Elizabeth	<i>Kim Randall</i>
17	10730 Indianola	Balousek, David	<i>Bill & Betty Grove</i>
18	10760 Indianola	Bishop, Stephen & Kathleen	
19	10810 Indianola	Czabaniuk, Arthur & Larisa	
20	10840 Indianola	Kotrys, Ashleigh & Susan	
21,22,23	10950 Indianola	Jenkins, Thomas & Marsha	
24	11030 Indianola	King, Edward & Susan	<i>Ed King</i>
25	11060 Indianola	Cole, Casey & Amanda	<i>Amanda Cole</i>

53	10727 Strawberry Hill Lane	Romes, Andrew / Anderson, Kathryn	
54	10699 Strawberry Hill Lane	Bassett, Jeremy & Julie	
55	10671 Strawberry Hill Lane	Mite, James & Karon	
56	10643 Strawberry Hill Lane	Mills, Donald	<i>Doyle</i>
58	10740 Strawberry Hill Lane	Buckland, David & Deborah	<i>Doyle</i> <i>Doyle</i>
59	10712 Strawberry Hill Lane	Fillion, Kevin	<i>Doyle</i>
60	10684 Strawberry Hill Lane	McCreadie, Bill / Cullen, Gabrielle	
61	10656 Strawberry Hill Lane	Marks, Richard & Donna	<i>Richard & Donna Marks</i>
62	10628 Strawberry Hill Lane	Stevenson, Mark	
63	10600 Strawberry Hill Lane	Topp, Bradley & Norma	<i>Brad Topp</i>

**Strawberry Hill Estates I, II, III & IV
Home Owners Association**

PROXY

For the Annual Meeting of Members

The undersigned, a member of Strawberry Hill Estates I, II, III & IV Home Owners Association, a non-profit corporation organized under the laws of the State of Michigan (the Association), constitutes and appoints **James Roach**, as his/her attorney, agent, and proxy with power of substitution to vote on my behalf at the annual meeting of the members of the Association to be held at The Hamburg Senior Community Center, on April 28, 2016, at 7:30 p.m., and at any adjournments thereof, for the transaction of any such business that may properly come before the meeting, granting this attorney full power and authority to act for the undersigned and in the undersigned's name at the meeting or meetings as instructed as set forth above.

Dated: APRIL 28, 2016

MEMBER'S NAME:
WILLIAM S. ZAHREE
Print name

WITNESS

/s/ William S. Zahree
Signature

/s/ _____

Print name

**Strawberry Hill Estates I, II, III & IV
Home Owners Association**

PROXY

For the Annual Meeting of Members

The undersigned, a member of Strawberry Hill Estates I, II, III & IV Home Owners Association, a non-profit corporation organized under the laws of the State of Michigan (the Association), constitutes and appoints **Craig Mestach**, if present, and, if not present, **David Walmroth**, as attorneys, agents, and proxies with power of substitution to vote on my behalf at the annual meeting of the members of the Association to be held at The Hamburg Senior Community Center, on April 28, 2016, at 7:30 p.m., and at any adjournments thereof, for the transaction of any such business that may properly come before the meeting, granting these attorneys full power and authority to act for the undersigned and in the undersigned's name at the meeting or meetings as instructed as set forth above.

Dated: 4/27/2016

MEMBER'S NAME:

DONALD MILLS

Print name

WITNESS

/s/ Donald Mills

Signature

/s/ _____

Print name

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Dated: 4/27/16

MEMBER'S NAME: Lisa McManus

Print name

WITNESS

/s/ Bill McManus

[Signature]

Print name

/s/ [Signature]
Signature

**Strawberry Hill Estates I, II, III & IV
Home Owners Association**

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For the Annual Meeting of Members

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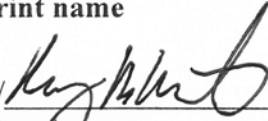
Dated: 4.27.2016

MEMBER'S NAME:

BRAD McMARTIN

Print name

WITNESS

/s/ 

Signature

/s/ _____

Print name

**Strawberry Hill Estates I, II, III & IV
Home Owners Association**

PROXY

For the Annual Meeting of Members

The undersigned, a member of Strawberry Hill Estates I, II, III & IV Home Owners Association, a non-profit corporation organized under the laws of the State of Michigan (the Association), constitutes and appoints **Craig Mestach**, if present, and, if not present, **David Walmroth**, as attorneys, agents, and proxies with power of substitution to vote on my behalf at the annual meeting of the members of the Association to be held at The Hamburg Senior Community Center, on April 28, 2016, at 7:30 p.m., and at any adjournments thereof, for the transaction of any such business that may properly come before the meeting, granting these attorneys full power and authority to act for the undersigned and in the undersigned's name at the meeting or meetings as instructed as set forth above.

Dated: 4/24/16

MEMBER'S NAME:
Carolyn Armour
Print name

WITNESS

/s/ Carol
Signature

/s/ _____

Print name

Treasurers Report For
Strawberry Hill Estates Homeowners Association

April 23, 2015 – April 8, 2016

Beginning Balance:		\$4,455.99
Deposits:		\$7,909.57
Debits:	*{\$5,877.17}*	\$5,822.28
Ending Balance:		\$6,543.28

Beginning Balance:		\$4,455.99
Debits:		
Summer Tax:	{\$2.51}	-0-
Winter Tax:		\$8.69
Dept. Lic. & Reg. Affairs:		\$20.00
P. O. Box Rental:		\$34.00
Postage (Cert Ltrs.):		\$14.85
Stamps:		\$29.40
Gen. Liability Ins. (Park):		\$3,153.00
Liability Ins. (Directors):		\$1,044.00
Web & Domain Site:	{\$52.38}	\$52.38
Hall Deposit:		\$100.00
Garage Sale Sign:		\$47.70
Office Supplies:		\$15.89
Copies:		\$124.20
Court Filing Fee: (Cole Case)		\$150.00
Attorney Fees: (Cole Case)		\$1,028.17
Total Debits:	*{\$5,877.17}*	\$5,822.28

Bluffs pd 1/2

Beginning Balance:		\$4,455.99
Total Deposits:		+ \$7,909.57
Total Debits:	*{\$5,877.17}*	-\$5,822.28
<hr/>		
Ending Balance:	*{\$6,488.39}*	\$6,543.28

Breakdown:

Deposits Total:	\$7,909.57	
From SPBHA :	\$3,176.85	<i>— 2 years insurance</i>
Hall Deposit Refund:	\$100.00	
Membership Dues:	\$4,632.72	

Notes:

The difference of \$54.89 is due to 2 Checks that haven't cleared:
 Check #1227 to Larry Gauthier (Web Site) for \$52.38 Dated 4.21.2016
 Check #1228 to Craig Mestach (Summer Tax Reimbursement) for \$2.51
 Dated 4.23.2016

Outstanding Dues:

2 outstanding:	\$712.72
	\$75.00
Total:	\$787.72

Board of Directors
Strawberry Hill Estates Homeowners Association
PO Box 833, Hamburg, MI 48139-0833

April 26, 2016

To: Strawberry Hill Estates Homeowners Association

The purpose of this letter is to inform SHEHA residents of legal action initiated by the Association Board of Directors against the owners of Strawberry Hill Estates I, Lot #25, located at 11060 Indianola.

In August 2015 the homeowners submitted a proposal to erect a 2,400 square foot (40' by 60') storage structure behind their home. The Board met with the homeowners on August 29. At that meeting the majority (2 to 1) of the Board voted to deny the owners' request based on the Board Members' respective understanding of our Building and Use Restrictions. A written legal opinion (attached) was subsequently provided to the Board from Brighton Attorney, David Johnson clarifying that a 2nd garage is not allowed and confirming the definition of the term "incidental to residential use" which is used in our Building and Use Restrictions.

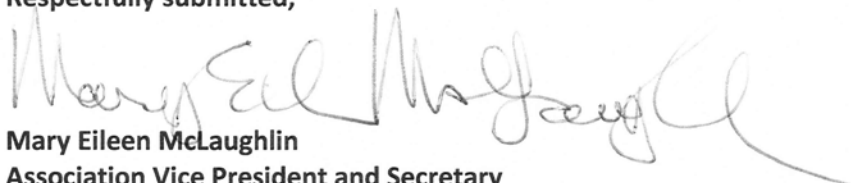
The Board's decision to deny the request was confirmed in writing, by Certified Mail, to the homeowners on August 31. The homeowners subsequently proceeded with construction including over the Labor Day weekend.

The Board, acting through its attorney, obtained an ex parte temporary restraining order on September 8th requiring a halt to any further construction. Discussions with the homeowners, through their attorney, resulted in a Stipulated Court Order being entered with the Court on October 1, in which the homeowners agreed to dismantle and remove the structure by November 1, and that any future construction of structures or outbuildings would comply with the Building and Use Restrictions and would have a written approval from the Association.

On October 2nd, the homeowners submitted another proposal for the structure with the understanding that it was consistent with the Building and Use Restrictions. This proposal was substantially the same as the first, but provided additional detail on how the structure will be used and where it will be placed on the property. The Board met on Friday September 23 and voted by majority vote of 2 (with 1 abstention) to reject this revised proposal.

It is imperative that our Association be correct and consistent in enforcing our Building and Use Restrictions, and the legal interpretation of same, because they are an attempt to guarantee a certain degree of harmony and property value in the neighborhood and treat all homeowners fairly and equally. Property owners should be able to use their property as they choose but under the guidance of these documents. We need to work together to assure our collective and individual needs are met, and to work collaboratively to achieve these goals and make changes in our governing documents when necessary.

Respectfully submitted,



Mary Eileen McLaughlin
Association Vice President and Secretary

LAW OFFICE OF
DAVID G. JOHNSON, PLLC

8163 GRAND RIVER, SUITE 100
BRIGHTON, MI 48114

TELEPHONE (810) 227-1700
FAX (810) 227-5945

E-MAIL
dgilaw@yahoo.com

September 3, 2015

Strawberry Hills Estates I, II, III, and IV Homeowners Association
Board of Directors
P.O.Box 833
Hamburg, MI 48139

And via email to:

David Walmroth, President: David.Walmroth@gmail.com
Mary Eileen McLaughlin, Vice-President: memc@ieee.org
Craig Mestach, Treasurer: tsstitanic@gmail.com

Re: Legal opinion – Deed Restrictions/Bylaws

Dear Board:

Thank you for retaining this office to render a legal opinion concerning the interpretation and effect of the Strawberry Hills Estates I, II, III, and IV (hereinafter Strawberry Hills Estates) Bylaws and deed restrictions on the underlying real property. In preparing this opinion letter, I have reviewed the following:

- a. Building and Use Restrictions on Strawberry Hills Estates 1 Subdivision;
- b. Amendment to Building and Use Restrictions on Strawberry Hills Estates 1 dated May 3, 1985, page 1;
- c. Strawberry Hills Estates Homeowners Association Bylaws;
- d. letter from Casey and Amanda Cole requesting approval to construct a garage at 11060 Indianola Road;
- e. correspondence dated August 29, 2015, from the Homeowners Association to Casey and Amanda Cole;
- f. American Planning Association Land Based Classifications Standards Working Paper dated December 13, 1997;
- g. and various Michigan appellate decisions.

The deed restrictions constitute a contract between the homeowners in the subdivision and the homeowners association. As a contract, it must be construed or interpreted to give effect to every word or phrase as far as practicable. The Building and Use Restrictions on Strawberry Hills Estates No. 1 subdivision, as amended are consistent and a reasonable interpretation can give effect to each and every provision of the restrictions.

Section 2 of the Building and Use Restriction reads as follows:

“2. Not more than one detached single family dwelling, not to exceed two stories in height and a *private two car garage*, as well as other buildings incidental to residential use, shall be built or maintained on said building site. Said premises to be used for single, private residence purposes only.”

Paragraph 7, as amended, contains the following relevant provision:

“Each residential dwelling shall have an attached two car garage, shall observe set back and side yard distances consistent with the pattern of existing uses within the subdivision, and shall have no out buildings or other structures, except as may be approved under Paragraph 5 hereof.”

Paragraph 5 of the Building and Use Restrictions requires building plans and specifications to be submitted and approved by developers or their authorized agent (in this case the association board of directors). The submission and approval of plans to ensure the subdivision lands are developed into a beautiful harmonious private residential area.

It is the opinion of the undersigned that in addition to a single family dwelling with an attached two car garage other “buildings incidental to residential use” may be built within the subdivision. Plans for the incidental building must be submitted to the board for approval. Section 2 and amended Section 7 are not in conflict, despite the phrase “shall have no outbuildings or other structures”, because amended Section 7 allows for the submission of plans and approval of buildings incidental to residential use under Section 5.

The definition of “buildings incidental to residential use” is a more difficult issue. The American Planning Association Land Based Classifications Standards defines principal uses and incidental uses. In this case, the single family home is the principal use of the properties located in the association. The criteria for an incidental use is whether or not the use is subordinate to the principal use, is smaller in size than the principal use and would not exist independent of the primary use. These standards, in general, would find that a private garage was incidental use related to a residential structure.

In this case, Casey and Amanda Cole have a residential home with an attached two car garage on their property. Under Section 2 of the Building and Use Restrictions, the Coles would be allowed a detached single family dwelling and a separate private two car garage. Section 2 does not require the garage to be attached to the home when constructed. Amended Section 7 of the Building and Use Restrictions requires any residence to be constructed with an attached two car garage, thereby amending Section 2. The Cole’s home, according to township records, was constructed in 1987 and was subject to the requirements of amended Section 7.

In general, it is the opinion of the undersigned, that other buildings can be constructed within the subdivision provided they are an incidental use to the residential home. The obstacle in this case is that the Coles wish to construct a second "garage". The ability to construct another building is contained in Section 2 of the Building and Use Restrictions. Section 2 provides for the home, a private garage, and then authorizes other incidental use buildings. Section 2 provides for only one two car garage and distinguishes the garage from the "buildings incidental to residential use." A second "garage" is not allowed under Section 2 of the Building and Use Restrictions. If the Coles wish to build a gazebo, a pool house, gardening shed, storage building, hobby workshop, or a like structure it could be allowed after the submission of plans and approval of the board under Section 5 of the Building and Use Restrictions.

In correspondence dated August 31, 2015, the question is asked whether the board could issue a variance since there are other miscellaneous buildings in the neighborhood. The Building and Use Restrictions do not contain a provision which allows a "variance" to be granted by the board. The board cannot modify the terms of the contract established by the building and use restrictions. If outbuildings have been constructed in the subdivision without submission of plans and approval by the board, the failure to enforce the restrictions could provide a defense to the Coles in an action brought against them by the association or an individual homeowner. Not having information on other buildings or the circumstances regarding the construction of other outbuildings in the subdivision, and whether or not plans were submitted, prevents the undersigned from rendering an opinion that in this instance the Building and Use Restrictions have been waived as a result of past conduct.

It was asked whether the Building and Use Restrictions for Strawberry Hills Estates I could be amended just as an amendment took place in May of 1985. The Building and Use Restrictions are subject to amendment pursuant to Section 14. If the owners of 2/3 or more of the building sites in Strawberry Hills Estates I agree to amend the restrictions the "contract" would be changed. The written amendment would then be recorded with the Livingston County Register of Deeds. If an amendment is considered I would recommend that limitations be placed on the size and height of the building, as well as exterior sidings, roof design, and the quantity of buildings that would be allowed.

Finally, the correspondence asked whether or not the association could undertake litigation against the Coles, in the event the building was constructed, without a 2/3 vote of the land owners. The Strawberry Hills Estates Bylaws provides the association with supervisory powers and duties which include Section 5 which states:

"To enforce, either in its own name, or on behalf of any real estate owners, as may be necessary, all building restrictions or other restrictions which have been, are now, or may hereafter be imposed upon any of the real estate in said Strawberry Hills Estates 1 subdivision or any additions thereto as recorded with the Livingston County Register of Deeds."

The association has a duty to enforce the Building and Use Restrictions. Article 5, Section 2 of the Bylaws, denies the board of directors the ability to mortgage, pledge or otherwise encumber the assets of the association. A retainer agreement for litigation to enforce the building and use restriction is not prohibited by this section.

However, the By-Laws are not clear on how money would be raised to pay for the litigation. Article II, Section 2, states that "the Rights of membership are subject to the payment of dues and special assessments." Section 5 of that article sets the initial dues at \$20.00 annually. The By-Laws do not grant the board the specific power to increase dues or impose a special assessment. It could be argued that the power to impose dues and special assessments are contained in Article V, Section 12, which states as follows:

"The Board shall have other powers as are set forth in these By-laws or as are necessary and incidental in carrying out the general affairs of the Association and the Declaration of Restrictions, except as herein prohibited."

Article VII, Section 1, contains a limitation on amending the By-laws, which set the dues at \$20 annually and impose no specific special assessment, if the amendment would result in a dues increase or an assessment, stating as follows:

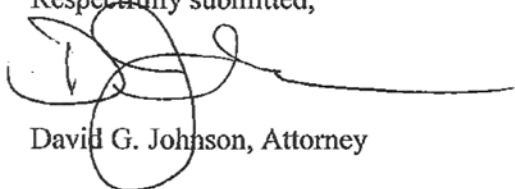
"the dues and assessment provisions of these By-laws shall not be altered, amended or changed so as to increase the assessment of a member without the affirmative vote of two-thirds of the votes of the members."

The Board has the authority to vote to commence litigation. If the Association has funds available to pay the costs and fees without increasing dues or imposing a special assessment no vote of the Association members would be necessary. However, if an assessment or dues increase would be necessary it would require a 2/3 vote of the members of all four Strawberry Hills Estates subdivisions. The Board could exercise its ability to file an action to enforce the Building and Use Restrictions and not have the ability to pay unless the special assessment was passed by a two thirds vote. It would be advisable to obtain the affirmative vote for a special assessment to pay legal fees prior to commencing litigation.

The potential litigation in this instance is only to enforce the building and use restrictions for Strawberry Hills Estates I. Lot owners in the other three subdivisions may have objection to the cost of litigation and not vote to provide the special assessment if it is needed.

This opinion is rendered based on the information contained in the documents identified above and provided by the Association. No consideration was given to the Hamburg Township Zoning Ordinance in finding that outbuildings can be constructed in the subdivision. If there are further questions or if additional explanation is necessary please contact the undersigned.

Respectfully submitted,

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

David G. Johnson, Attorney

Subject: Re: Perspective?

From: "David G. Johnson" <dgjlaw@yahoo.com>

Date: 10/22/2015 10:26 AM

To: Mary Eileen McLaughlin <memc@ieee.org>

Mary, I agree that a storage building should be allowed under the building and use restrictions as an incidental use. The issue is whether what is proposed is the type of storage building anticipated by the restrictions. The placement of two classic cars in the building does not in my mind make it a prohibited garage. I believe the only issue relates to its size and whether it is harmonious in the subdivision. I have not seen the photos of other structures. I did review the application some days ago and do not remember whether those photos were attached. The application can always be reviewed and approved with conditions that need to be fulfilled by the home owners, such as aesthetics.

David G. Johnson, Attorney

8163 Grand River

Suite 100

Brighton, Mi 48114

(810) 227-1700

Fax (810) 227-5945

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From: Mary Eileen McLaughlin <memc@ieee.org>

To: "David Johnson, Attorney" <dgjlaw@yahoo.com>

Sent: Wednesday, October 21, 2015 3:12 PM

Subject: Perspective?

David,

Would you be willing to give me your perspective/opinion on the 2nd proposal the Coles sent and how it relates to the B&U?

On the one hand,

- 1) They call it a storage building, and they lay out a floorplan on how the storage will be used, including for 2 antique cars. A storage building fits into the definition of "incidental to residential use."
- 2) They have a 1.14 acre lot, which is much larger than our 1/3 acre or smaller lots -- although this may have no relevance except in Court.
- 3) They have a home with no basement, and most 1-story houses like

theirs in the neighborhood do indeed have full basements. So a storage building is arguably necessary.

On the other hand,

- 1) It's basically the same proposal, and includes the cars, although they're not calling it a garage any more.
- 2) It's almost the same size as their home which to me means the definition of the word "incidental" could be challenged.
- 3) They sent pictures of some very large structures in the neighborhood, attached, and there's at least one more -- again maybe no relevance except in Court.

I'm leaning towards saying yes because of the B&U written as it is and other structures.

Is it possible that we could write up an agreement with the Coles that says given the vagueness of the B&U, and to come to an amicable agreement and avoid litigation, we will approve their structure, but they agree to pay for attorney fees for the legal opinion already rendered and to update the B&U to be more specific (not Bylaws, though.)

If this goes beyond what you considered as being an "interesting" topic, I understand.

Thanks --

Mary.

--

Mary Eileen McLaughlin

memc@ieee.org

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Strawberry Lake Joint Parks - 2015 Revenue and Expenses

Revenue				
	Pontoon slips (11 this year)	\$ 2,750		
	Savings transfer	\$ 1,500		
	Total Revenue	\$ 4,250	\$ 4,250	
Expenses				
	31-Mar Easter	\$ 7		
	1-Apr Easter	\$ 106		
	26-May Beach keys	\$ 117		
	3-Jun Orange paint, auger, misc.	\$ 100		
	3-Jun Flight Control for geese	\$ 265		
	4-Jun Coyote decoy	\$ 74		
	8-Jun Buoy	\$ 579		
	8-Jun Volley ball net, etc.	\$ 51		
	19-Jun Lashbrook	\$ 100		
	22-Jun Misc. posts & twine for geese	\$ 25		
	24-Jun Road grading & stones	\$ 800		
	29-Jun Chain, etc. to re-anchor raft	\$ 675		
	15-Jul Lashbrook	\$ 100		
	22-Jul Weed razor and rake	\$ 312		
	7-Aug Lashbrook	\$ 100		
	3-Sep Lashbrook	\$ 100		
	3-Sep Matt Lawrence - Beach mtce.	\$ 658		
	28-Oct Lashbrook	\$ 100		
	Total Expenses	\$ 4,268		
Ending Balance			\$ (18)	

	Actuals (From Dave Buckland's Quicken Files & Hard Copy Receipts)													PROPOSED	
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
REVENUE															
Pontoon Slip Lottery Winners	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 2,750	\$ 3,000	\$ 7,200	\$ 7,200	\$ 7,200
Misc. & Other Income (Additional pontoon fee here for 2013) (2015 is savings transfer)						\$ 1,444			\$ 3,427		\$ 1,500				
Materials & Labor Donation (Todd's)				\$ 21,300											
Labor Donation (Garbor Group 30 Hours)									\$ 3,000						
Annual Maintenance Fee									\$ 6,350	\$ 6,350	\$ 6,350	\$ 6,350	\$ 6,350	\$ 6,350	\$ 6,350
TOTAL ANNUAL REVENUE	\$ 3,000	\$ 3,000	\$ 3,000	\$ 24,300	\$ 3,000	\$ 4,444	\$ 3,000	\$ 4,444	\$ 9,777	\$ 6,350	\$ 4,250	\$ 3,000	\$ 13,550	\$ 13,550	\$ 13,550
EXPENSE															
Maintenance and Replacement															
Bank Fees (Est. 2011 & Beyond)	\$ 171	\$ 187	\$ 187	\$ 254	\$ 307	\$ 324	\$ 295				\$ -	\$ 100	\$ -	\$ -	\$ -
Beach Shore-up & Landscaping		\$ 410	\$ 274	\$ 1,500		\$ 183	\$ 292					\$ 400		\$ 400	
Sand (Beach and/or Volleyball Court)		\$ 500	\$ 470	\$ 450	\$ 1,070	\$ 510	\$ 630				\$ 658	\$ 700		\$ 700	
Lawn Cutting, Raking, Weed & Feed, Trash Can Moving		\$ 206					\$ 193					\$ 300		\$ 300	
Stones for North Seawall							\$ 1,000				\$ 675	\$ 200		\$ 1,200	
Spring & Fall Clean Up (Clearing Brush, Seeding)															
Tree Service			\$ 2,665												
New Swim Raft and/or chain, materials			\$ 1,325												
Safety Buoys				\$ 508							\$ 579				
Swimline				\$ 231											
Plastic Table Repair, Purchase, Paint	\$ 795	\$ 811				\$ 250									
Dock Repair (2008 Under Warranty), New	\$ 192	\$ 2,111				\$ 185						\$ 50			
Launch Repair (08 Included in Road Grade)															
Road Grading, Repairing & Gravel				\$ 7,250							\$ 800				
Canoe and Kayak Rack						\$ 235									
Erosion Prevention - Seawall Construction															
Pontoon Slip Docks															
Playscape Repair / Paint				\$ 85											
Weed Control (for Water) [2015 expense for rakes]											\$ 312	\$ 600			
Beach Signs						\$ 265									
Porta-Potty (Lashbrook)	\$ 500	\$ 600	\$ 500	\$ 600	\$ 600	\$ 766	\$ 600			\$ 500	\$ 600				
Security Gate Lock and Keys	\$ 90	\$ 115	\$ 100	\$ 100	\$ 1,000	\$ 110				\$ 117					
Geese Control										\$ 364	\$ 200				
Misc. & Supplies	\$ 47	\$ 458	\$ 291	\$ 343	\$ 31	\$ 66	\$ 156			\$ 151	\$ 200				
Events (Easier, 4th of July, Summer Pollock, Fall Party)		\$ 40			\$ 151		\$ 75			\$ 113	\$ 200				
Outstanding Receivables (20%)															
TOTAL ANNUAL EXPENSE	\$ 2,500	\$ 5,202	\$ 5,791	\$ 24,039	\$ 2,599	\$ 3,468	\$ 2,351			\$ 4,269	\$ 4,950	\$ -	\$ -	\$ -	\$ -
NET INCOME (Revenue - Expense)	\$ 500	\$ (2,202)	\$ (2,791)	\$ 261	\$ 401	\$ 976	\$ 649	\$ 3,000	\$ 9,777	\$ 6,350	\$ (19)	\$ (1,950)	\$ 13,550	\$ 13,550	\$ 13,550
ENDING BALANCE / FUTURE RESERVE* (Beginning Balance + Net Income)	\$ 5,353	\$ 3,152	\$ 361	\$ 621	\$ 1,023	\$ 1,999	\$ 2,648	\$ 5,648	\$ 15,425	\$ 21,775	\$ (19)	\$ (1,969)	\$ 11,581	\$ 25,131	\$ 38,681

*NOTE: When future reserve reaches an amount of approximately \$12,000, the \$50 dues per household will not be collected from the membership. This is anticipated to be approximately in 2017 - 2018.

NOTE: 2005 - 2011 represent actuals. 2012-14 are projections; actuals not completed by Treasurer.

2015 revenue and expense are actuals, and 2016 is projected.

Strawberry Hill Estates Homeowner's Association

The following homeowners were nominated for Board Membership:

- Amanda Cole
- Linnette Drzewiecki
- Sean Kass
- Scott Landis

The following Board members have agreed to re-serve on the Board:

- Craig Mestach
- Dave Walmroth

The following Board member has declined to re-serve on the Board:

Mary Eileen McLaughlin

Respectfully submitted,

**Mary Eileen McLaughlin,
SHEHA Vice President and Secretary**

April 27, 2016