

May 27th, 2023
1410 N. St. Helen Rd.
General Membership Meeting
Agenda

1. Roll call of officers – Alexander

X	President:	Dave Willis
X	V-President:	Phil Abdo
X	Treasurer/Sec:	Debbie Alexander
ABS	Trustee:	Barry Alderman
X	Trustee:	Joe Papesh
X	Trustee:	Ken Terwillegar
X	Trustee:	Brian Byars
X	Dock Chair:	Dan Willis

2. Voting members present: 43 196 paying members/quorum 10% = 20
 Proxy Members: 3
 2/3 : 31 Total voting members X .66 = 2/3

3. Minutes of the previous meeting – Willis

Motion to waive Reading of last meeting minutes.

Motion By: Matthew Clay Seconded By: Joe DiFatta Yes X Approved

4. Secretary/Treasurer's Report – Alexander

Everyone should have received a printout of the banking since our last meeting.

Bank Balances	Checking	\$19,815.30	
	Money Market	\$35,404.86	Total: <u>\$55,220.16</u>

2022 Taxes filed and 1099's have been issued.

Ins. coverages: Dishonesty: 3-23-23 through 3-22-24 (Western Surety Company) \$187.00
 General Liability: 6-14-22 through 6-13-2023 (Auto Owners) \$680.00
 D & O Liability: 3-15-23 through 3-14-2024 (Travelers) \$2,073.00

Total Membership 233 - 194 Paid - 39 Not Paid

Motion to accept the Secretary/Treasurers report subject to audit.

Motion By: Cari Dupre Seconded By: Dennis Dusseau Yes X Approved

5. Trustee Report – Audit performed.

Motion By: Jan Muck Second By: Joe Lumetta Yes X Approved

6. Unfinished (old) and special business - Willis

Potential litigation settlement pending.

7. New business - Willis

St Helen Lake Association: question to mass enroll all our members to join their association. Would be \$10.00 per member annually.

Motion to join by: Mike Stacey Second By: Jason Freeman Yes X Approved

Aquatic Vegetation Management Plan report.

St Helen Lake Association Adopt a fish program. Motion for \$500.00 donation for Walleye.

Motion By: Allen Ondrovick Seconded By: Greg Moore Yes X Approved

➤ 1973 Amendment to Article of Incorporation

Peter & Linda Caie – 9272 Tippedy – (Dock)
Robert & Susan Treib – 9131 Tippedy Barbara Bradley – 9429 Tippedy
Keith & Barbara Ingle – 9305 Tippedy
Tony & Angela Difiore - 16980 Hunting Meadows, Ohio
John Fain – P.O. Box 31, St Helen
Michael & Donna Laing – 18332 Pinebrook, Northville MI

➤ Outlots 1 through 4

Donald Dimmer – Outlot - 1
David Fultz – Outlot 1
Randy Bogart – Outlot 2 & 4
9901 Madison LLC – Outlot 2 Parts
Richard Chevalier – Outlot 2 Parts
Donald & Kathleen Jernigan – Outlot 3
St Helen Development Inc. – Outlot 4

Discussion with membership on the 1973 amendment to articles of incorporation and Outlots membership in the LPPOA.

Attorney Research and Bills. Report and Discussion with membership

Bylaw amendments. Discussion and voting on Bylaw amendments.

ARTICLE IV

SECTION 1. ENTITLED TO VOTE: Each corporation, partnership, other entity, or person(s) listed as an Owner of record of property in a Lakeview Park Property Owners Association, in good standing (PAID ASSESSMENTS) at the time of such meetings of the membership, shall be entitled to one (1) vote per membership in the Lakeview Park Subdivision designated areas.

Motion By: Matthew Clay Second By: Jason Freeman - Yes 44/No 2 Amendment Approved

ARTICLE VIII

MEMBERSHIP, ASSESSEMENTS AND SPECIAL ASSESSEMENTS

SECTION 1. MEMBERSHIP: Each corporation, partnership, other entity, or person(s) listed as an Owner of record of property in a Lakeview Park Property Owners Association designated area by virtue of such purchase, assignment, other form of transfer or interest other than a mortgage shall immediately become a Member of the Lakeview Park Property Owners Association.

SECTION 2. MEMBERSHIP ASSESSEMENT: All Lots within the subdivision shall be assessed with a one hundred twenty-five-dollar (\$125.00) Assessment once a year, due and payable by January 1st of each year.

- a. If the member(s) owns more than one Lot, there shall be no additional Assessment due.
- b. The Membership Assessments are for the purpose of maintaining the common grounds, beach area and lakeshore parkway, liability insurance, taxes, maintain educational and recreational facilities, acquire other properties, and promote community interest.

SECTION 3. LATE ASSESSEMENT: All Assessments paid after March 1st shall have a ten dollar (\$10.00) late charge assessed each month the entire Assessment account is not paid in full until the next Assessment due date.

SECTION 4. SPECIAL ASSESSEMENTS: Each corporation, partnership, other entity, or person(s) listed as an Owner of record of property in a Lakeview Park Property Owners Association shall be subject to future assessments as determined, from time to time, by the membership and shall also be subject to special assessments for improvements made by the corporation; provided, however, that no special assessments or assessment increase shall be effective until approved by a majority of the members in good standing (Assessments Paid), present either in person or by proxy, at the annual or special meeting called for approval of said assessments or assessment(a) increase.

SECTION 5. MEMBER IN GOOD STANDINGS: A Member in good standing requires payment of all Membership Assessments, Special Assessments, or other Assessments to be currently paid in full and must otherwise not be in default of any provision(s) of the community documents.

SECTION 6. RETURN CHECK FEE: The Association will charge twenty-five dollars (\$25.00) for any payment not honored for any reason. Any such charge will be deemed an addition to that Member's Assessment, and failure to pay the same will have the same effect as having the Assessment remain unpaid.

SECTION 7. SUSPENSION OF MEMBER'S RIGHTS: Members subject to suspension will lose the right to vote at membership meetings or special meetings, use of the recreational facilities (common areas, parkway, beach, etc.), removal from dock list and loss of assigned dock space when their Assessment payments, Special Assessment or other Assessment payments become delinquent or will also be subject to suspension if there is a violation of these Amended Bylaws, the Restated Declaration, or the Rules and Regulations occurs. A Lien on the Lot(s) shall exist for any amount of Assessments unpaid.

SECTION 8. Each corporation, partnership, other entity, or person(s) listed as an Owner of record of property in a Lakeview Park Property Owners Association shall be and remain personally liable for the payment(s) of all Assessments and Special Assessments or other Assessments and any fees and costs in connection therewithin pertinent to their Lot(s) which may be levied while such Member is an Owner of a lot within the Lake View Property Owners Association.

SECTION 9. No corporation, partnership, other entity, or person(s) listed as an Owner of record of property in a Lakeview Park Property Owners Association is exempt from liability for payment of the Annual Assessments or any Special Assessment or other Assessment by waiver of the use or enjoyment of any of the Common Grounds, Beach or by the abandonment of their property in the subdivision.

SECTION 10. If any corporation, partnership, other entity, or person(s) listed as an Owner of record of property in a Lakeview Park Property Owners Association does not pay any Annual Assessment, Special Assessments or other Assessments when due, the Board of Directors shall also have the right to use the following legal remedies to collect the delinquent Assessment or any other amount due.

- a. Suspend the rights of the corporation, partnership, other entity, or person(s) listed as an Owner of record of property in a Lakeview Park Property Owners Association to use all common areas, dock space, dock list, parkway, beach and suspend providing any service provided by the Association upon seven (7) days written notice to the last address furnished by the Member or via electronic communication of record.
- b. The Association may enforce collection of delinquent Assessments or any other amount due and owing by a suit at law for a money judgment or by foreclosure of the statutory Lien that secures payment of Assessments. Each corporation, partnership, other entity,

or person listed as an Owner of record of property in a Lakeview Park Property Owners Association shall be deemed to have granted to the Association the unqualified right to elect to foreclose such Lien either by judicial action or by advertisement, and further, to have authorized and empowered the Association to sell or to cause to be sold the property with respect to which the Assessment(s) or other amount due is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law.

- c. Notwithstanding anything to the contrary, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published until the expiration of ten (10) days after mailing, by First Class Mail, postage prepaid, addressed to the delinquent corporation, partnership, other entity, or person(s) listed as an Owner of record of property in a Lakeview Park Property Owners Association at the last known address furnished in writing by a corporation, partnership, other entity, or person listed as an Owner of record of property in a Lakeview Park Property Owners Association or public record for the Lot(s) as collected by the Township and County of a written notice that one or more installments of the Annual Assessments, Special Assessments or other Assessments levied against the pertinent property is or are delinquent and that the Association may invoke any of its remedies hereunder if the delinquency is not cured within ten (10) days after the date of mailing. Such written notice shall be in recordable form, executed by an authorized representative of the Association and shall set forth the following:
 1. The name of the corporation, partnership, other entity, or person(s) listed as an Owner of record of property in a Lakeview Park Property Owners Association,
 2. The legal description of the property to which the notice applies,
 3. The amounts due to the Association as of the date of the notice.
- d. The notice shall be recorded in the office of the Register of Deeds in Roscommon County prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or otherwise under Michigan law.
- e. The Member subject to foreclosure under this section is liable for the Annual Assessments, Special Assessments, or other Assessments by the Association chargeable to the property that become due before expiration of the period of redemption together with interest, advances made by the Association for taxes or other Liens to protect its Lien, costs and Attorney fees incurred in their collection.
- f. The delinquent Member shall be assessed all costs of collection, including without limitation, actual Attorney fees, costs, and expenses.

- g. Members' payments shall be first applied to the fees (including Attorney fees, costs, and expenses) cost of collection incurred by the Association then to any late fees then to Annual Assessments, Special Assessments, or other Assessments.

Motion By: Michael Stacey Second By: Allen Ondrovick - Yes 45/No 1 Amendment Approved

SECTION 11. PROPERTY SALES: Upon the sale or conveyance of a corporation, partnership, other entity, or person(s) listed as an Owner of record of property in a Lakeview Park Property Owners Association property in the Lakeview Park Property Owners Association, all unpaid Assessments against the property shall be paid out of the sale price or by the purchaser.

- a. A purchaser of property in the Lakeview Park Property Owners Association is entitled to a written statement from the Association, setting forth the amount of unpaid Assessments outstanding against the property, and the purchaser is not liable for unpaid Assessments in excess of the amount set forth in such written statement, nor shall such property be subject to any Lien for any amounts in excess of the amount set forth in the written statement.
- b. Any purchaser or grantee who fails to request a written statement from the Association as provided herein **at least five (5) days before the sale** or arrange for the payment of any unpaid Assessments against the property at the closing, shall be liable for any unpaid Assessments against the property together with interest, costs, and Attorney's fees, costs and expenses incurred in connection with the collection thereof.
- c. There shall be no refunds or prorated refunds of any Assessments or Special Assessment paid to a corporation, partnership, other entity, or person listed as an Owner of record of property in a Lakeview Park Property Owners Association for the sale or conveyance of any property in the Lakeview Park Property Owners Association.
- d. All corporations, partnerships, other entity, or person(s) who purchase property within the Lakeview Park Property Owners Association throughout the year shall be responsible for Membership Assessments starting the following January 1st.

Motion By: Steven Sweeza Second By: Cari Dupre - Yes 44/No 2 Amendment Approved

ARTICLE XI
RESTRICTIONS

SECTION XX. OTHER VEHICLES: No vehicles of any type or vessels of any sort shall enter upon the Lake from the community property. Except for canoes, kayaks, or paddle boats which must have life jackets or vests, all lake usage is used at one's own risk.

Motion By: Cari Dupre Second By: Jan Muck - Yes 41/No 5 Amendment Approved

ARTICLE XIII

- e. **Reduction in Available Dock Spaces:** In the event of a reduction in dock spaces available to the membership, the last person assigned shall be removed and placed at the top of the waiting list. This process shall be repeated until the necessary reduction is complete.

Motion By: Dennis Dusseau Second By: Matthew Clay - Yes 42/No 4 Amendment Approved

ARTICLE XIII

SECTION 1. DOCK SPACE ASSESSMENT

- a. **DOCK SPACE ASSESSMENT:** All corporations, partnership, other entity, or person(s) listed as an Owner of record of property in a Lakeview Park Property Owners Association who are assigned a dock space are required to pay a one-time, non-refundable Dock Space Assessment of five hundred (\$500.00) dollars.
- b. **ASSESSMENT DUE DATE:** Any new dock space tenants must pay the Dock Space Assessment within thirty (30) days of acceptance or date of occupancy of any dock space.
- a. **DOCK SPACE RESERVATIONS:** If more members desire dock space locations than available space will allow, they will be placed on a dated waiting list. Only members in good standing will be placed on this dated waiting list year to year and available space will be assigned to the first member on list. Failure to pay the Membership Assessment by January 1st shall result in the corporations, partnership, other entity, or person(s) listed as an Owner of record of property in a Lakeview Park Property Owners Association removal from the current waiting list.

Motion By : Allen Ondrovick Second By: Cari Dupre - Yes 42/No 4 Amendment Approved

ARTICLE

AIRBNB, SHORT TERM RENTALS AND VRBO RENTALS

SECTION 1: DEFINITION: Any residential property(s) within the Lakeview Property Owners Association that is offered or provided to another guest by a short-term rental Owner or operator for a fee for fewer than thirty (30) consecutive nights.

SECTION 2: REGISTRATION: No person(s) or entity shall engage in the Airbnb, Short Term or VRBO rentals of any property without registering with the Lakeview Property Owners Association.

SECTION 3: REGISTRATION ASSESSEMENT: The corporation, partnership, other entity, or person(s) listed as an Owner of record of property in a Lakeview Park Property Owners Association that engages in the Airbnb, Short Term or VRBO rentals of any property within the

Lakeview Property Owners Association shall be responsible for a yearly registration Assessment in addition to their Annual Assessment, Special Assessments, or other Assessments of one-hundred (\$100.00) dollars that will be included in any billing notice for each rental within the Lakeview Property Owners Association. It shall be the responsibility of the person or entity that engages in the Airbnb, Short Term or VRBO rentals of any property to notify the Lakeview Property Owners Association in writing when such engagement ends.

SECTION 4: PENALTIES: Any person(s) or entity that engages in the Airbnb, Short Term or VRBO rentals of any property who violates Section 1 or Section 2 or whose guest violates these documents shall be subject to a penalty of one hundred (\$100.00) dollars, in addition to their Membership rights as identified in Article VIII, Section 7 being suspended for a period of two (2) years from the date of Assessment or the Boards revocation of possession, use or occupancy of the premises.

SECTION 5 INDEMNIFICATION: The corporation, partnership, other entity, or person(s) listed as an Owner of record of property in a Lakeview Park Property Owners Association that engages in the Airbnb, Short Term or VRBO rentals of any property shall insure (Association to be names additional insured) and indemnify the Lakeview Property Owners Association from any liability or damages of whatsoever cause of nature arising from the engagement in such activities and shall provide yearly proof of such indemnification.

SECTION 6: COMPLIANCE: The Association has the right upon good cause shown to terminate the use or occupancy or rental of any Lots(s) for failure to comply with all documents. All owners or companies shall furnish and require that their guest review and company with all community documents. All owners or companies are responsible for the acts or omission of their guest.

Motion By: Steven Sweeza Second By: Jason Freeman - Yes 40/No 6 Amendment Approved

ARTICLE
VIOLATIONS OF STATE, COUNTY OR LOCAL ORDANCES

SECTION 1. All corporations, partnerships, other entities, or person(s) listed as an Owner of record of property in the Lakeview Park Property Owners Association shall follow all State, County or local laws and Ordinances.

SECTION 2. VIOLATION: Upon notification of violation of State, County or local Ordinances the corporation, partnerships, other entities, or person(s) listed as an Owner of record of property shall immediately notify the Association in writing and shall have thirty (30) days to remedy said violation from the date of said violation(s) notice. Failure to notify the Association or remedy the violation in thirty (30) days shall result in the suspension of their Membership rights as identified in Article VIII, Section 7 for a period of two (2) years from the date of failure to cure or sooner (in the event of imitate or risk or serious of injury or damage to person or property as the Board of Directors may require.

Motion By: Allen Ondrovick Second By: Joe Lumetta - Yes 40/No 6 Amendment Approved

ARTICLE
DEFINITIONS

Community Documents: The term Community Documents include but is not necessarily limited to, Bylaws, Rules and Regulations, Policies and Procedures, Boards Resolutions, Directives or Declaration of Covenants, Conditions or Restrictions.

Member: A corporation, partnership, other entity, or person(s) listed as an Owner of record of property in the Lakeview Park Property Owners Association.

Motion By: Steven Sweeza Second By: Joe DiFatta - Yes 41/No 5Amendment Approved

8 Adjournment - Motion to adjourn

Motion By: Matthew Clay Seconded By: Allen Ondrovick Unanimous Approved

Submitted by Debbie Alexander