

LAKE LEANN PROPERTY OWNERS ASSOCIATION
Annual Meeting Tentative Agenda: June 12, 2021

I. **CALL TO ORDER** – Pledge of Allegiance –President Anthony Ciaramitaro

II. **Roll Call** and determination of quorum

III. **Announcements**

IV. **Approval** of June 8, 2019 Annual Meeting Minutes
May 30, 2020 Special Meeting Minutes

V. **NEW BUSINESS**

A. Motions

1. Ownership of our Dams
2. Late Fees on WQI Assessment
3. Building Control Committee Guideline Motions
4. Grand Point Lot 102

VI. **COMMITTEE REPORTS**

A. Executive Committee – Anthony Ciaramitaro

B. Budget and Finance – Chet Cromwell (See Newsletter)

C. Lake Control – Bob Halstead (See Newsletter)

D. Maintenance/Mooring – Maureen Butrico (See Newsletter)

E. Rules & Regulations – Dan Grant (See Newsletter)

F. Building Control – Mike Bostic (See Newsletter)

VII. **ELECTION OF DIRECTORS**

The following Director positions are available and will be elected

Grand Point	2 year term	Lakeview	3 year term
Grand View	2 year term	Westdale	3 year term
Highland Hills	2 year term	Plaza	3 year term
Cherry Park	2 year term	Crystal Estates	3 year term
Fairway Hills	2 year term	Highland Green	3 year term
Laguana Park	1 year term		

OLD BUSINESS

VIII. **OPEN FORUM**

IX. **ADJOURNMENT**

Call to order: by President Mike Leonard at 10:00am. Leonard shared thanks to the office and maintenance staff and the Board of Directors for cohesively working together. Pledge of Allegiance.

Roll call: Brad Bjorling/Grand View, Pam Spence/Maquago Hills, Marie Milbourne/Indian Hills, Tony Ciaramitaro/Royal Shores, Pierre Goovaerts/Highland Hills, Chris Hemry/Cherry Park, Ray York/Greenbriar, Maxwell Belknap/Lakeview, Christine Austin/Fairway Hills, Mike Leonard/Westdale, Chet Cromwell/Plaza, Maureen Butrico/Laguana Park, Bob Halstead/Crystal Estates, Namrata Carolan/Highland Green. Absent: JoAnn Colton/Grand Point.

The audience consisted of 162 registered voters.

Moment of silence: In honor of Rob Londos. Mr. Londos has been instrumental in managing the water levels and lake Dams with the County of Hillsdale. His service is today at 4pm.

Announcements: Goose Round Up on Friday June 14th, Boat Parade on July 4th. No Water Balloons! The latex is very detrimental to the environmental quality of our lakes. July 4th Fireworks at dusk.

Namrata Carolan/Highland Green moved to approve the June 9, 2018 Annual Meeting Minutes as presented. Tony Ciaramitaro/Royal Shores supported, and the **motion carried**.

Many of you are here regarding the condition of the lake and the water quality is of the utmost importance to the Association and Board of Directors. I would like to ask the agenda to be changed so that Pierre Goovaerts can speak to the current state of the lake.

Namrata Carolan/Highland Green moved to change the agenda to address water quality before New Business. Tony Ciaramitaro/Royal Shores supported, and the **motion carried**.

Pierre Goovaerts/Highland Hills shared that the Water Quality Subcommittee has weekly conference calls with Dr. Jennifer Jones from Restorative Lake Sciences, our Lake Management Company. Dr. Jones was on the lake on May 14th and was surprised by the amount of vegetation that survived the winter. An aggressive treatment was done, and she will be back on the lake on June 12th to assess the condition and determine treatment for the following week. Dr. Jones is included in the process to address member concerns. She is aware of everyone's pictures, questions and concerns and usually replies within a few hours. The last few days we have been receiving quite a few pictures and Dr. Jones would like us to educate everyone that until the nutrients are controlled the lake will either grow a lot of green algae or a lot of blue-green algae. The blue-green algae is bad. While no one wants to see any algae, the pictures we have been receiving have been green algae. Dr. Jones would like to avoid copper sulfate. She is trying to determine a long term plan to manage the inflow of nutrients. Water is warming up and we've had a lot of rain and a lot of run off, so lots of nutrients are running into the lake. Committee is reviewing and trying to understand where the nutrients are coming from. Please keep the pictures coming in. This is important for a solution.

NEW BUSINESS

Stepping into the role of President, I was aware of gaps in our successorship paperwork that validates our ownership. The lack of documentation showing successorship between Lake LeAnn Development Company (LLDC), American Central Corporation and Lake LeAnn Property Owners Association has always been a legal issue. I am happy to announce that we were able to locate several officers of LLDC and they gladly signed Affidavits saying successorship was the full intent of the LLDC! THE GAP HAS OFFICIALLY BEEN CLOSED!

The next steps, now that we have the gap closed showing the successorship of the LLPOA, is to update our Articles of Incorporation and our Bylaws to align with the successorship and to mitigate risk for the association moving forward.

Motion and second from the LLPOA Board of Directors to amend Article II of Articles of Incorporation:

ARTICLE II

The purposes for which the Corporation is organized are:

1. Management and Administration. To manage and administer the affairs of the Corporation and, as successor in title and interest to the Lake LeAnn Development Company and the American Central Corporation, to the following platted subdivisions and their associated common areas, all of which are located within Somerset Township, Hillsdale County, Michigan (collectively, the "Subdivisions"):
 - a. Lake LeAnn – Maquago Hills (Plat recorded in Liber 6 of Plats, Pages 9 et seq., Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 362, Pages 387 et seq., Hillsdale County Records;
 - b. Lake LeAnn – Maquago Hills No. 2 (Plat recorded in Liber 6 of Plats, Page 24, Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 386, Pages 590 et seq., Hillsdale County Records;
 - c. Indian Hills Subdivision No. 1 (Plat recorded in Liber 6 of Plats, Pages 12 et seq., Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 363, Pages 3 et seq., Hillsdale County Records;
 - d. Indian Hills Subdivision No. 2 (Plat recorded in Liber 6 of Plats, Pages 29 et seq., Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 365, Pages 337 et seq., Hillsdale County Records;
 - e. Lake LeAnn – Royal Shores (Plat recorded in Liber 6 of Plats, Pages 18 et seq., Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 363, Pages 5 et seq., Hillsdale County Records;
 - f. Lake LeAnn – Royal Shores Number 1 (Plat recorded in Liber 6 of Plats, Pages 25 et seq., Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 364, Pages 412 et seq., Hillsdale County Records;

- g. Highland Hills Subdivision (Plat recorded in Liber 6 of Plats, Pages 21 et seq., Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 363, Pages 110 et seq., Hillsdale County Records;
- h. Lake LeAnn – Cherry Park (Plat recorded in Liber 6 of Plats, Pages 14 et seq., Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 363, Pages 178 et seq., Hillsdale County Records;
- i. Lake LeAnn – Cherry Park Plat Two (Plat recorded in Liber 6 of Plats, Pages 33 et seq., Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 368, Pages 440 et seq., Hillsdale County Records;
- j. Lake LeAnn – Grand Point (Plat recorded in Liber 6 of Plats, Pages 2 et seq., Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 357, Pages 501 et seq., Hillsdale County Records;
- k. Lake LeAnn – Grand Point No. 2 (Plat recorded in Liber 6 of Plats, Page 10, Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 375, Pages 261 et seq., Hillsdale County Records;
- l. Lake LeAnn – Grand Point No. 3 (Plat recorded in Liber 6 of Plats, Page 23, Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 364, Pages 380 et seq., Hillsdale County Records;
- m. Lake LeAnn – Grand View (Plat recorded in Liber 6 of Plats, Pages 6 et seq., Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 369, Pages 597 et seq., Hillsdale County Records;
- n. Lake LeAnn – Greenbriar (Plat recorded in Liber 6 of Plats, Pages 36 et seq., Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 370, Pages 422 et seq., Hillsdale County Records;
- o. Lake LeAnn – Greenbriar Plat Two (Plat recorded in Liber 7 of Plats, Pages 3 et seq., Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 370, Pages 424 et seq., Hillsdale County Records;
- p. Lake LeAnn – Lakeview (Plat recorded in Liber 7 of Plats, Pages 7 et seq., Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 372, Pages 566 et seq., Hillsdale County Records;
- q. Lake LeAnn – Lakeview No. 1 (Plat recorded in Liber 7 of Plats, Page 25, Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 384, Pages 500 et seq., Hillsdale County Records;
- r. Lake LeAnn – Westdale (Plat recorded in Liber 7 of Plats, Pages 11 et seq., Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 375, Pages 263 et seq., Hillsdale County Records;

- s. Lake LeAnn – Fairway Hills (Plat recorded in Liber 7 of Plats, Pages 13 et seq., Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 375, Pages 290 et seq., Hillsdale County Records;
- t. Lake LeAnn – Laguana Park (Plat recorded in Liber 7 of Plats, Page 31, Hillsdale County Records), according to the Declaration of Restrictions recorded in Liber 387, Pages 425 et seq., Hillsdale County Records;
- u. Lake LeAnn Plaza (Plat recorded in Liber 7 of Plats, Page 50, Hillsdale County Records);
- v. Lake LeAnn – Crystal Estates (Plat recorded in Liber 7 of Plats, Page 32, Hillsdale County Records), according to the restrictions recorded in Liber 275, Pages 513 et seq., Hillsdale County Records; and
- w. Highland Green (Plat recorded in Liber 9 of Plats, Page 15, Hillsdale County Records), according to the Declaration of Restrictive Covenants recorded in Liber 422, Pages 272 et seq., Hillsdale County Records.

The foregoing referenced Plats and Declarations, along with the Corporation’s Bylaws, are collectively referred to as the “Subdivision Documents.”

- 2. Collecting Assessments. To collect assessments from the members of the Corporation and to use the proceeds for the purposes of the Corporation.
- 3. Contract and Employ Persons. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Subdivisions.
- 4. Real or Personal Property. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property on behalf of the Corporation in furtherance of any of the purposes of the Corporation.
- 5. Enforce Documents. To enforce the provisions of the Subdivision Documents.
- 6. Administrator. To do anything required of or permitted to the Corporation as administrator of the Subdivisions under the Subdivision Documents.
- 7. General. In general, to promote the health, safety and welfare of the residents residing in the Subdivisions, and to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, repair, replacement and operation of the Subdivisions and the Corporation.

Member comments included: concern of adding something after the Deed of Restrictions were formed, if this is approved and don’t approve Bylaws what happens? **Motion carried** with 114 ayes and 4 nays.

Motion and Second by the Board of Directors to add Article X to Article of Incorporation:

ARTICLE X

Claims against Directors and Volunteer Officers; Assumption of Volunteer Liability by the Corporation

1. Claims against Directors and Volunteer Officers. Under all circumstances except those listed immediately below, no person or entity shall bring or maintain a claim for monetary damages against a director or volunteer officer of the Corporation for a director's or volunteer officer's acts or omissions. Any such claim shall be brought and maintained against the Corporation. This provision cannot eliminate liability for:
 - (a) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled;
 - (b) Intentional infliction of harm on the Corporation, its shareholders, or members;
 - (c) A violation of section 551;
 - (d) An intentional criminal act;
 - (e) A liability imposed under section 497(a).

2. Assumption of Volunteer Liability. The Corporation shall assume, pay for, and undertake all obligations and liability for any and all acts or omissions of its volunteer directors and volunteer officers if all of the following are met:
 - (a) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.
 - (b) The volunteer was acting in good faith.
 - (c) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
 - (d) The volunteer's conduct was not an intentional tort.
 - (e) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

Motion carried with 122 ayes and 6 nays.

BYLAW MOTIONS:

Mike Leonard/Westdale would like to note that there is a Scribner's error on Item D, and Item V conflicts with a current rule, so both items need to be removed from consideration today.

Namrata Carolan/Highland Green moves to amend and remove Item D & Item V from consideration. Tony Ciaramitaro York/Royal Shores supported. Member comments included: why are these being eliminated and concern with removing Item V due to the construction zones on Dublin Circle, we are finally bringing to attention and now we are removing it. **Motion carried** with 119 ayes and 15 nays. **Motion and Second by the Board of Directors to approve** A-C & E-U moved in a single motion.

Scott Pickard/Indian Hills moved to amend the motion on the floor to pull and handle each of the Bylaw motions individually. Mark Burmis/Cherry Park supported. Member comments included: Could we withdraw original motion to make things easier? In the interest of time, can we pull out the ones everyone agrees on and vote those in one motion? There is no reason for any of these changes; it would be helpful to have some background. **Motion carried** 94 ayes and 50 nays.

Motion and Second by the Board of Directors (A): Article IV Section D. Termination of Membership Membership is terminated upon sale of all Lots. Failure to pay assessments or otherwise comply with the restrictions does not terminate membership; rather, the member instead will simply not be in good standing and will not otherwise have the privileges that attach to good standing status. **Motion carried** with 127 ayes.

Motion and Second by the Board of Directors (B): Article IV Section E. Expenses of Collection All expenses incurred in collecting unpaid assessments and dues, including interests, fines, costs, actual attorneys' fees shall be chargeable to the owner in default. **Motion carried** with 0 nays.

Motion and Second by the Board of Directors (C): Article V Section F. Enforcement of Restrictions: (2) Failure of an owner or their guests or invitees to comply with the Subdivision Documents shall entitle the Association to recover from such owner all damages, fines, expenses, pre-litigation costs and actual attorneys' fees (including pre-litigation costs and fees) incurred in obtaining their compliance with the Subdivision Documents. This specifically includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations. As used in these Bylaws, "Subdivision Documents" means any and all building, use and other restrictions recorded against the lots located within the Lake LeAnn Subdivisions, the Association's Articles of Incorporation, and any Association Rules and Regulations. **Motion carried** with 0 nays.

Motion and Second from the Board of Directors (E): Article V Section J. Audit An annual audit, review or compilation of the Association's financial records by an outside firm, approved by the Board, shall be completed by May 15th of each year and the findings of said audit/review/compilation shall be presented to the Board of Directors. The majority of the Board of Directors has the ability to opt-out of the audit, review or compilation on an annual basis. Member comments included: the proposal is that there could never be an audit, having the ability to opt out. Would like to see clarifying language saying outside firm with no connection to the members on the Board. **Motion failed** with 0 in favor.

Motion and Second from the Board of Directors (F): Article VI The Board of Directors Section A. Powers & Duties (2.) At the next regularly scheduled Board of Directors meeting following the Annual Meeting of the membership, after review of the Annual Meeting in New Business the directors shall select a President, one or more Vice Presidents, a Secretary, and a Treasurer. Member comments included: question whether there was a typo. **Motion carried** with 1 opposed.

Motion and Second from the Board of Directors (G): Article Board of Directors Section C. Requirements of Directorship (3) No two (2) owners or occupants of the same residence may serve on the Board of Directors at the same time; Member comments included: the way this is worded we could have full families on the Board if they each own a lot. Motion failed with 62 ayes and 70 nays.

Re-established the count of registered voters 158.

Motion and Second from the Board of Directors (H): Article VI The Board of Directors Section E. Resignation or Vacancy (1) A Director may resign by written notice to the Association. A Director resignation is effective when it is received by the Association or at a later time if a later time is stated in the notice of resignation. **Motion carried** with 110 ayes.

Re-established the count of registered voters 155.

Motion and second from the Board of Directors (I): Article VI The Board of Directors Section F. Removal of a Director (1) Misfeasance, malfeasance, non-feasance, neglect or other inattention to or incompetence in the performance of duty on the part of a Director, shall be grounds for his or her removal as such. Charges shall be entertained in writing to the Board of Directors and signed by not less than ten (10) members in good standing of the Association. The Board shall then, upon due notice to the person against whom the charges are preferred, conduct a Special Board Meeting duly called for the purpose of disposing of the charges. At such meeting, accused shall have full and ample opportunity to be heard, and the final status of the accused determined by a vote of the Board of Directors; whereby, a two-thirds (2/3) vote of the Directors is necessary for removal of the Director. Member comments included: would like to know why we are going from 8 to 10? If there is a group of Directors that want another Director removed, there would have to be a good majority of the Board in favor. **Motion failed** with 92 ayes.

Motion and second from the Board of Directors (J): Article VI The Board of Directors Section I. Undertaking the Duties of Directorship All newly elected Directors are considered as effective Directors at the time of election at the Annual Meeting. Hence, the newly elected directors will be seated at the dais (as Directors) and their presence counted toward establishment of a quorum of nine at the next Board of Directors meeting. Outgoing Directors are no longer able to vote. However, to facilitate a smooth transition to the new board, the outgoing Directors shall continue with all assignments through the next Board of Directors Meeting. Member comments included: it's unclear, Directors remain on board until beginning of next scheduled Board Meeting, however cannot vote. We have questions that are going unanswered and it is frustrating. Maureen Butrico/Laguana Park agrees that an explanation would be nice but most of these changes are housekeeping rather than substantive changes. **Motion carried** with 124 ayes.

Motion and Second from the Board of Directors (K) to add: Article VI Conduct of Business Section G. Remote Communication Participation Board members may participate in any meeting by means of conference telephone or other means of remote communication through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting by such means constitutes presence in person at the meeting. Member comments included: I've been at Board Meetings where I've experienced this and it doesn't work. You get Directors on cell phone and no one can hear. Would possibly support if new equipment was purchased. If this does pass, I think it should exclude the Annual Meeting. The Board should be held to a higher standard and personally attend Board Meeting. If members have to show up to vote then the Directors should too. **Motion failed** with 44 ayes.

Motion and Second from the Board of Directors (L): Article VII Section A. Annual Meeting (1) The regular Annual Meeting of the Association shall be in June on a date to be set annually by the Board of Directors, at such time and place as the Directors may determine. The Board may change the date of the annual meeting in any given year, provided that at least one such meeting is held in each calendar year. Member comments included: The Board could change the meeting to off season where no one would come. Motion still says June but may change date. There's so much going on in June with graduation parties and weddings, wouldn't mind a change of month. **Motion failed** with 62 ayes.

Motion and Second from the Board of Directors (M) to remove: Article VII Section A. Annual Meeting (3) If, for any reason, the Annual Meeting of the members shall not be held on the day hereinbefore designated, for lack of a quorum or otherwise, such meeting may be called and held as a Special Meeting and proceedings may be held thereat as an Annual Meeting, provided however, that the notice of such meeting shall be the same as required for the Annual Meeting, mailed no less than thirty (30) days prior to the meeting. **Motion failed** with 79 ayes.

Motion and second from the Board of Directors (N): Article VII Section B. Notice (2) It shall further be the duty of the Secretary to include with the notice of any regular or special meetings such suggestions or requests as may be properly presented in writing and endorsed by fifty (50) or more members in good standing, providing such requests are received at least **sixty (60)** days prior to the meeting date. **Motion failed** with 91 ayes.

Re-established the count of registered voters 152.

Motion and second from the Board of Directors (O) to remove: Article VII Section D. Order of Business (1) The order of business at the Annual Meeting of the members shall be as follows provided and that this order of business may not be changed by the Chairperson or by a majority vote of the members present:

- (a) Roll Call
- (b) Reading Consideration of the minutes of the previous meeting and approval thereof
- (c) Stated New Business (business as called for by due notice to the membership)
- (d) Reports of the Officers
- (e) Reports of the Committees
- (f) Election of Directors
- (g) Unfinished business
- (h) Suggestions and/or resolutions by the general assembly

(2) Only at the Annual Meeting or a Special Meeting will the agenda be changed to move the discussion and voting of proposed motions (that require a vote to be taken) to the start of the meeting right after Approval of previous minutes. Voting on motions brought to the Annual Meeting or Special Meeting must start to take place in the first 15 minutes of the meeting. In addition, no other motions may be made by the Board or other attendees, which were not properly noticed, prior to this meeting. Member comments included: What we lose is the 15 minute requirement for voting. The Board could keep us here for hours before a vote is even taken. There is nothing to replace it, it doesn't even say replace it with Roberts Rules of order. **Motion failed** with 1 aye.

Motion and Second from the Board of Directors (P): Article VIII Association Officers Section C. Term The term of all officers shall be for one year, except if the Officer's position as a Director expires earlier as defined in Article VI, Section (i). In such case the Officer's term shall expire on a COTERMINOUS basis with his/her Director's position as defined in Article VI, Section (i). Election of officers shall be new business right after Annual Meeting review at which time the elected officers will assume their duties and oversee the balance of the meeting. Member comments included: What does coterminous mean? Coterminous means that the officer's term expires the same time as the Director's term. **Motion carried** with 122 ayes.

Motion and Second from the Board of Directors (Q): Article VIII Association Officers Section D. Resignation An Officer may resign by written notice to the Association. A Director resignation is effective when it is received by the Association or at a later time if a later time is stated in the notice of resignation. The Board of Directors may elect a successor to fill any vacancy for the remaining term of office. **Motion carried** with 136 ayes.

Motion and Second from the Board of Directors (R): Article IX Committees Section E. Duration Standing Committees exist until the Board ratifies the next committee after the Annual Meeting and not later than second board meeting after the Annual Meeting. **Motion carried** with 131 ayes.

Motion and Second from the Board of Directors (S): Article IX Section H. Lake Control (1) The duties and responsibilities of this Committee shall be, but are not limited to the following:

(a) To establish and implement a weed control program approved by the Board, for both lakes.

(b) To recommend for Board approval and maintain a program for boat usage on the lakes and to prevent persons not belonging to the Association from using the lake and its properties.

(c) To develop a comprehensive lake and watershed management plan to be implemented for the short-term improvements and long-term improvements and sustainability of the Lake LeAnn ecosystem and its community. Member comments included: An item similar to this was brought up at the township: the term watershed is much larger than our lakes, what the township is looking at is that no one has a water runoff plan and I think that's what we are really looking for. Shouldn't we discuss this one along with the membership motion later in the agenda? The member wanted to establish a separate committee; this motion has nothing to do with that. We are paying RLS to develop a watershed for us and the DEQ has offered to subsidize part of this. We don't want to relinquish our responsibility as lake property owners, we hire companies and the committee oversees. Long-term plan is what we are going for. The motion later in the meeting splits the two committees, all this motion is doing is adding to the current Committee. If the other motion passes, then the board would need to go back to this bylaw. If this voted down, and the other motion is voted down, will we have a comprehensive plan? **Motion carried** with 129 ayes.

Motion and Second from the Board of Directors (T): Article X Indemnification Section A. No Liability to Association (1) No director, officer, employee or other agent of the Association and no person serving at the request of the Association as a director, officer, employee or other agent shall be liable to the Association for any loss or damage suffered by it on account of an action or omission by such person as a director, officer, employee or other agent if such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of this Association; unless with respect to an action or suit by or in the right of the Association to procure a judgment in its favor, such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his or her duty to this Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled, including rights contained within the Association's Articles of Incorporation. **Motion carried** with 132 ayes.

Motion and Second from the Board of Directors (U): Article X Indemnification Section B. Indemnity (2) The Association shall indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suitor proceeding by or in the right of the Association by reason of the fact that such person is or was a director, officer, employee or agent of the Association or is or was serving in such capacity at the request of the Association in any other Association, partnership, joint venture, trust or other enterprise against expenses and attorneys' fees actually and reasonably incurred by such person in the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; provided, that no indemnification shall be made in respect of any claim, issue, or matter as to which such person is adjudged to be liable for Committees gross negligence or misconduct in the performance of his or her duty to the Association unless and only to the extent that the court in which such action or suit was brought determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses and attorneys' fees which such court deems proper. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which

such Director or officer may be entitled, including rights contained within the Association's Articles of Incorporation. Member comments included: We dealt with this issue in the Articles of Incorporation Article X no need to discuss this again. **Motion carried** with 117 ayes.

Dues Increase and Assessment:

Motion and second from the Board of Directors: that they be allowed to assess a \$70 one-time assessment per member and to raise LLPOA Dues by \$25 per lot starting in 2020. Member comments included: What is considered per member – it would be per voting member. It would have been nice to have an explanation on where the dollars are being spent. Our properties would be nothing without the lake, \$70 is one dinner, that's all they are asking. If we can't spend \$70 then move. Monthly expenditures are on the website and we go over it at every board meeting. If we give them more money, will it work? What we are paying now is cheap. We have part-time people and they get raises so we need to curb our expenses in other areas. \$125 paid per lot and the LCC gets about \$40 of which about \$30 is put towards the water. Last year we voted down selling property because we didn't need money and now you're saying we need the money. A lot of detailed analysis is being done that we have never budgeted for. The state wants data in order to implement changes and data costs money. Anything that RLS brings to the table is going to cost us money. If we had this money in our pocket, we won't lose any time in moving forward with solutions. Could we pay this earlier? **Motion carried** with 132 ayes.

Rules and Regulations:

Motion and second from the Board of Directors: to allow phone numbers and emails to be available to members except for those members that opt out. Member comments included: this came up as a discussion to create a membership directory at some time in the future. Why do this when we get bombarded with emails and phone calls already.

Motion carried with 95 ayes and 32 nays.

Re-established the count of registered voters 149.

Property Sale:

Motion and second from the Board of Directors: that they shall be allowed to consider the sale of the LLPOA property on Grandview Dr., known as Lot 65 in Grandview Subdivision. Member comments included: This is a non-buildable lot. We have interested buyers. This lot has never been kept up and I know someone who is interested in purchasing this lot and they will make it look nice for the neighborhood. **Motion carried** with 135 ayes.

Re-established the count of registered voters 140.

Motions from Membership:

Move that the Lake Control Committee (LCC) be split into two Standing Committees, with the scope and role of both to be as follows: The existing Lake Control Committee (LCC) would be responsible for all activities on the surface of our lakes such as: mooring, permits, fees, security, etc. and the new Lake Water Quality Committee (LWQC) be responsible for all lake ecology and biology or (i.e. the chemistry of the lake water,) everything under the surface, including: water quality, weed control, fish stocking, water sheds and managing the Lake Management companies. Member comments included: This motion implies that there is something broken, there is nothing broken. The afferece says nothing is broken, the inference says that we are trying to prepare for a long future. We need to think differently and act

differently. We are finding no end to the discovery. The point is to put something in place that will help us. We agree that the lakes need to be fixed. Looking at the past, we did have the reports but no recommendations on how to move forward. Now we are on the path with the right people. The system of working together is working great. We meet every Wednesday and have minutes every week; everything is published. On the bottom of a flyer it states that this committee is to be staffed with experts in ecology and biology, of the four people that signed this letter, what are their degrees and background telling us they are qualified to be on this committee? The current LCC is doing a great job! I cannot say enough about the commitment the committee has made to both lakes, even with the minimal increase they have asked for; they have taken everyone into consideration. Halstead has done a wonderful job holding everything together the last year. We've seen this coming and yes, we are researching all options. Do an internet search and you will see, we are not alone in our issues. Spoke to the fact our board does not represent the entire community. They do and they have been working tirelessly to solve these issues. Does this motion need a 2/3 vote? The motion is not out of order, what it does is to move it to direct the board to split the committee. What it takes is a Bylaw change, which means that we would not be voting on the Bylaw change until next year and the new committee, if it passes, will not be put in place until next year. **Motion failed** with 13 ayes.

Re-established the count of registered voters 123

Move to add the underlined words to Article V, Section G. Rules and Regulations section of our Bylaws (see following) Article V Association Powers and Duties Section G Rules and Regulations: The Board of Directors shall establish reasonable rules and regulations, (i.e. collectively owned property only) concerning the use of the lakes and of properties and facilities of the Association and shall enforce these rules and regulations. Member comments included: There is no collectively owned property. We are the corporation. Do you want the board to make rules on your property? We have Subdivision Restrictions; we don't need the Board telling us what to do. **Motion failed** with 5 ayes.

Re-established the count of registered voters 110

Committee Reports can be found on the website.

Election of Directors:

The following slate was voted in:

Maquago Hills	Pam Spence	3 years	
Indian Hills	Marie Milbourne	3 years	
Royal Shores	Tony Ciaramitaro	3 years	
Greenbriar	Dan Grant and Dave Reineke	3 years	Dan Grant won by majority vote

Re-established the count of registered voters 94

The following Directors were elected to 1-year terms, serving in a subdivision they do not own property in.

Laguana Park	Maureen Butrico	
Lakeview	Bob Halstead and Richard LaRowe	Bob Halstead won by majority vote
Westdale	Mike Leonard	
Crystal Estates	Mike Bannon and Richard LaRowe	Mike Bannon won by majority vote

Open Forum:

The following comments were made: should have a requirement that members should serve on a committee or attend board meetings before being elected. Thank you to Board and I appreciate all the work you have done. Please watch speed while driving through subdivisions and watch the no wake zone on the lake. Notice a lot of our Association parks are eroding on the north lake. We need to save that land. We have great information on what we can do on our own property while we wait for results. The best board I have served on has an executive director, please consider this. Thank the Board, I know it is a time commitment, please consider committee selection to not be weighted with Directors. Can we sell more properties to raise funds? Land study is about 2/3 complete. Motion V was removed due to a typo, would like to see that fixed and revoted on.

Meeting adjourned at 1:09pm.

LAKE LEANN PROPERTY OWNERS ASSOCIATION **Special Membership Meeting Minutes -Draft**
Virtual and Call-In platform – Cisco-Webex/Hungarford **May 30, 2020**
CALL TO ORDER – President Mike Leonard called the meeting to order at

Pledge of Allegiance – President Mike Leonard

Roll Call

JoAnn Colton, Lee Plowman, Pam Spence, Tony Ciaramitaro, Chris Hemry, Dan Grant, Bob Halstead, Mike Leonard, Chet Cromwell, Maureen Butrico, Mike Bannon, Marie Milbourne, Pierre Govaerts, and Christine Austin.

Staff online: Michelle Gramm and Julie Sinkovitz.

Members joined Online and Call-In

Determination of quorum:

441 Participants (34 of those were Call-In)

NEW BUSINESS

A. Motions

Motion A (1). Motion and a second from Board of Directors for a Five (5) Year LFA (Laminar Flow Aeration) Special Assessment as follows:

Proposed: To approve a five (5) year LFA Special Assessment of \$275/year, per voting member. Payment will be due 60 days after approval.

Discussion included: Option available for LLPOA to buy the LFA equipment at a reduced cost after 5 years. The leasing contract will have performance milestones so progress will be seen before 5 years, regular measurements will be done for these and adjustments will be made throughout the process.

Motion carried: 259 approved and 74 denied.

Motion A (2). Motion and second from Board of Directors for the following SET of bylaw changes:

Proposed: Article IV; Membership; Section A. Qualifications (2). All persons or entities possessing such an interest as set forth in the preceding paragraph who are in compliance with such restrictions and uses,

the covenants in these By-laws and have paid all assessments*, fees, fines and dues (financial obligations) called for by said restrictions and under these By-laws shall be members in good standing of the Association.

*A Payment Plan may be authorized for Special Assessments for the general Membership, by the Board of Directors. Members would remain in good standing as long as the Payment Plan remains current.

Proposed: Article IV; Suspension of Membership; Section C. Suspension of Membership in Good Standing (1). Non-payment of all assessments*, fees, fines and dues (financial obligations) by March 1 of each year constitutes an automatic suspension of a membership in good standing status. No action by the Board of Directors or a written request for such action is required for a non-payment suspension. Upon payment of said assessments*, fees, fines and dues (financial obligations) both present and delinquent, the member's rights and privileges shall be automatically restored.

*A Payment Plan may be authorized for Special Assessments for the general Membership, by the Board of Directors. Members would remain in good standing as long as the Payment Plan remains current. There was no discussion regarding this motion.

Motion carried: 295 approved and 21 denied.

Motion A (3). Motion and a second from the Board to propose a Special Lake Water Quality Improvement Assessment Payment Plan Service Charge

Proposed: To approve an LLPOA Service Charge of \$5.00 per each installment.

Discussion regarding the reason for the charge and how many payments.

Motion carried: 199 approved and 90 denied.

Motion A (4). Motion and second from the Board of Directors to present to the Membership the ability to institute Absentee Voting.

Details were available to all Members in the Special Meeting Notice pages 4 through 8.

Discussion regarding verifying members voting absentee, utilizing online and paper copies, Members ability to request a ballot, voting for directors only during in person meetings.

Members have the ability to access the Special Membership Meeting Notice on the website and it was mailed and emailed.

Motion carried: 228 approved and 30 denied

OPEN FORUM

Problems with poling and resolutions.

Reiterate call in members needed to answer the call from the meeting to be able to join and vote.

The entire community has the benefits of the parks and use of the lakes. All participation is welcomed.

All property values are affected by the quality of the lakes.

The contracts will be signed soon, work will begin in the summer and permits have already been applied for. The bio blast will happen this Fall and this season will have some benefits. The system cannot run in the winter. This will still be a tough summer.

Payments do not correlate with is project's implementation. Capitol is needed to begin installation. People may pay in full or pay more than one year if possible.

Thank you to the people that put in the hard work to put this together. Thank you to Cisco Webex and the Board for the hard work and effort. Being able to involve the entire membership in this recent pandemic was a great effort. Thank everyone for your patience.

Motion 3 did not need 2/3 majority as it was not a bylaw change.

Payment will be due 60 days from today (August 1st) and invoices will be sent out.

Recap motions again.

There is an option to pay in full.

Let the Board know where there is no signage in a subdivision.

\$380,000 needed for the first year of the project.

Board would review refunding payments if the project ended before the 5 years.

The questions and comments from this meeting are available.

This is an unprecedented time and the need to continue moving the Association forward. Cooperation and collaboration has been excellent.

ADJOURNMENT

Bannon moved to adjourn at 12:16 pm.

Ciaramitaro supported and motion carried.

New Business

Motions for the Annual Meeting

1. Motion and a second from the Board to deed the Dam properties to the County with deeds and easements approved by our attorney.

Why Transfer Ownership of our Dams?

1. BACKGROUND

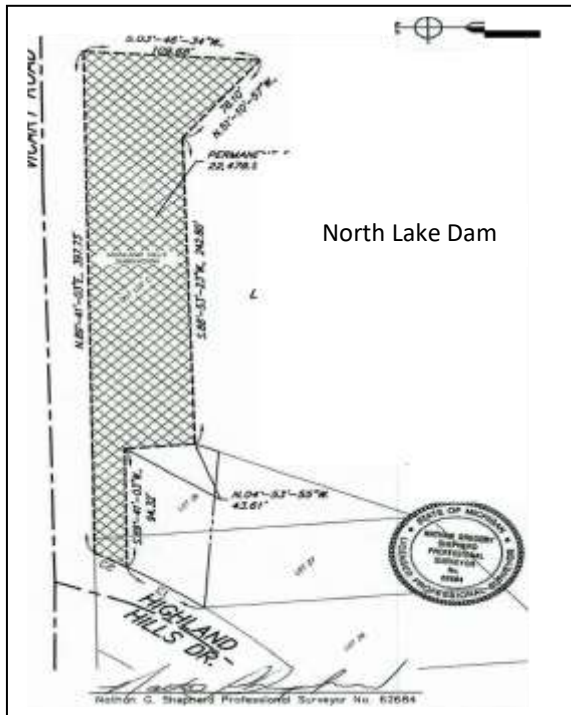
- a. **Part 307** of Michigan’s Natural Resources and Environmental Protection Act makes Counties and County Drain Commissioners responsible for maintaining lake levels and lake level control structures. MCL 324.30708(1).
- b. **A 1975 Order** of the Hillsdale County Circuit Court established the legal lake level for both Lake LeAnn lakes.
- c. **In 1975 a Special Assessment District (SAD)** was created and approved for the purpose of raising money to construct and/or maintain existing control measures (dams) or construction of new control measures (dams) to maintain the lake levels established in the above referenced Court Order.
- d. **The Drain Commissioner** is responsible for maintaining the lake level using the dams, but the Lake Association owns the dam properties. The Drain Commissioner needs access to these properties to maintain the lake level.

2. ECONOMIC REASONS TO TRANSFER DAM PROPERTY TO COUNTY

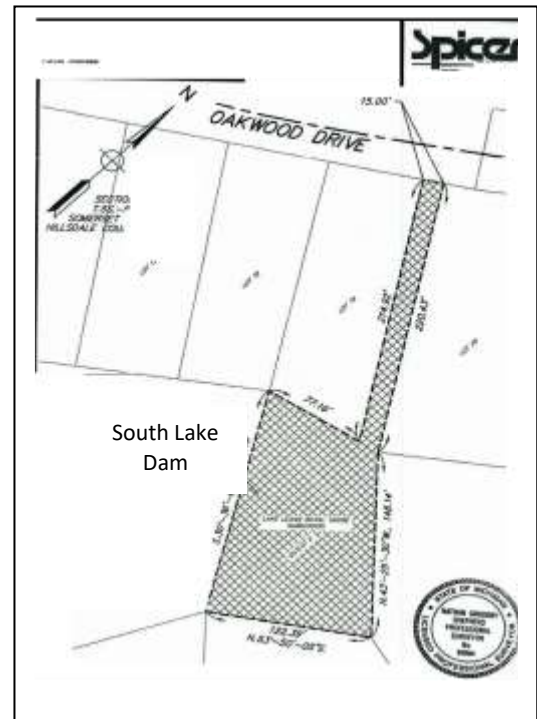
- a. **REDUCED LIABILITY** – *If either or both dams fail and flood downstream properties, the Lake Association could be liable for extensive monetary damages as the current owners of both dams/dam properties. If the County owned the dams, the County is protected by the “governmental immunity” legal doctrine, which could protect it from liability unlike the Lake Association. If “governmental immunity” did not apply, the lake level Special Assessment District would likely be liable for any damages and pass these costs on to Association Members on their tax bills.*
- b. **REDUCED LIABILITY INSURANCE PREMIUMS** – Saving \$513 per year.
- c. **NO PROPERTY TAXES** – Deeding over the dams would no longer make the Lake Association responsible for property taxes for the dam properties. Saving \$244 per year.
- d. **LIMITED ECONOMIC USE** – Other than allowing access to Lake Association members, the dam properties have limited economic value to the Association

3. COUNTY USE OF THE PROPERTY IF ASSOCIATION DEEDS PROPERTY

- a. **PUBLIC ACCESS** – The County is willing to not designate the dam properties as a public park, and rather, will specify its use as land to maintain the dams.
- b. **PATHWAYS** – The County can grant the Lake Association easements to maintain and access the various pathways on the dam properties.
- c. **MAINTENANCE AND MOWING** – The County is willing to enter into an agreement with the Association relating to the upkeep of the dam properties (e.g. mowing grass, etc...)



North Lake Dam



South Lake Dam

Midland Dam Failure Estimated Cost of Damage

“Residents along flood-ravaged lakes in Midland and Gladwin counties are learning what it might cost them personally to restore the lakes and dams wrecked in May floods — and they might be in for sticker shock. At Wixom and Sanford lakes, the two dam-created reservoirs most severely impacted by the May 19 Edenville and Sanford dam failures and resulting flooding, lakefront residents face annual assessment fees to restore the lakes and dams of nearly \$1,500 to almost \$2,400 — every year for 40 years. Residents along less-impacted but also flood-damaged Secord and Smallwood dams and lakes face annual assessments for 40 years of about \$240 to nearly \$600.” (Source Detroit Free Press 9-11-2020)

..... “The task force's commissioned engineering consultant, GEI Consulting, places the probable construction cost for restoring the damaged dams and lakes behind them at \$338 million — \$208 million for the Edenville Dam and Wixom Lake; \$ 92 million for Sanford dam and lake; \$24 million for Secord Lake and \$14 million for Smallwood.” (Source Detroit Free Press 9-11-2020)

Fieger files suits seeking \$500 million on behalf of Midland-area flood victims

Sarah Rahal

The Detroit News

Attorney Geoffrey Fieger filed two proposed class-action lawsuits Thursday seeking \$500 million for Midland-area flood victims, claiming the owner of the dams and the State of Michigan were negligent in maintaining them.

Source The Detroit News

Published May 28, 2020/Updated May 29, 2020

- 2. Motion and a second from the Board to charge a monthly \$5.00 late fee to all members that are delinquent paying the Water Quality Assessment.**

The Board reviewed the fees associated with the WQI assessment for the LFA project. The membership approved a \$5 service charge per each installment on the payment plan for the Water Quality Improvement special assessment, but we do not currently have an approval for a late fee for those members who do not pay the assessment on time. There is an inequity for those on the payment plan and those that have not paid or have paid late with no fee charged.

The Board is proposing a monthly \$5.00 late fee to all members that are delinquent in paying the WQI assessment. Please keep in mind the Association does have an approved late fee on delinquent dues.

Building Control Committee Guideline Changes

- 3. Motion and a second from the Board to Add to Temporary Structures: A temporary structure is defined as portable structures, structures constructed of fabric, wood or vinyl, and shall not be considered accessory structures and are not permitted to be used as garages, living spaces, or accessory buildings/structures. Temporary is defined as not to exceed 180 days.**
- 4. Motion and a second from the Board to Add to Structures: All structures are to be of wood, plastic, or metal construction and conform to the appearance of the house.**
- 5. Motion and a second from the Board to Add to Fence: Fence on lake lots are not allowed to be parallel to the water's edge unless under the guidance of the Dog Pen Building Guidelines. Side fences must be a minimum of 25 feet from the water's edge.**
- 6. Motion and a second from the Board to Add to Shed: Effective September 1, 2021 New sheds will require a 4-foot setback – front, back, and both sides. The door cannot face so that the member has to use the neighbor's property to access the shed.**
- 7. Motion and a second from the Board Remove from Temporary Structures: All out buildings and sheds are to be of wood, plastic or metal construction and conform to the appearance of the house.**

The motions to revise the Building Guidelines for the subdivision lots are to improve the definitions and enhance the property value.

Note that sheds have been allowed to be on the lot line as they are moveable structures. Providing a restriction for sheds to have a 4' setback from the lot lines will have the Guidelines the same as the Township providing easement around the shed without going on the neighbor's property and not having any shed overhang on the neighbor's property.

Note also that fences on the water are not restricted and currently can go to the water and across the lot water frontage. Recently there have been fences being added to the water side and should be restricted so the frontage can remain open to the water as per the motion.

- 8. Motion and a second from the Board to allow for sale of Grand Point Lot 102 on Lemott Circle, also with permission for the LLPOA to request International Paper (successor to American Central Corporation, Grantor on the current deed for Grand Point Lot 102 to the LLPOA) to release the Restrictions on the Deed limiting the use to park or beach only. Thereby, allowing Grand Point Lot 102 to be sold for residential development use, subject to the remaining subdivision restrictions and the right of ingress-egress through Grand Point Lot 102 by the adjacent peninsula lot owner (Parcel# 04 125 001 008).**

The Board of Directors supports offering Grand Point Lot 102 on Lemott Circle "For Sale" to the general public through a local Realtor. Lot 102 is currently vacant land abutting a causeway that services the Peninsula lot Parcel #04 125 001 008. The new Owner of the peninsula lot Parcel has recently expressed an interest in buying the property, since he already has a right of ingress-egress through this property.

Lot 102 is at the west end of Lemott Circle and is encumbered by a right of ingress-egress through the property for the benefit of the peninsula lot owner and also has limited direct access to the lake because of the adjacent causeway. (See site map).

In addition, Grand Point Lot 102 has an existing deed restriction for park or beach use only. As part of the Motion to the Membership the Board is asking for permission to request International Paper Corp. (successor to American Central Co., the Grantor to the LLPOA) to remove the restriction from the deed for park and beach use only. This would allow us to market the property for residential development, subject to the Grand Point Subdivision Deed Restrictions and the right of ingress-egress to service the peninsula property.

Since, there is not a recorded easement between the peninsula lot owner and the LLPOA, an easement agreement specifying the location and width of the easement and responsibility for improvements and maintenance will need to be negotiated if we continue to own the property.

The annual property taxes on this parcel are \$123.79. If the property is sold, the Association will start collecting \$150 Annual Dues and any applicable Special Assessments that apply.

