



# AGENDA

## REGULAR MEETING OF THE VILLAGE COUNCIL

Monday, April 08, 2024

7:30 PM

Village Hall – 21 East Church Street, Lake Orion, MI 48362

(248) 693-8391 ext. 102

**ADDRESSING THE VILLAGE COUNCIL:** Each person wishing to address the village council shall be afforded an opportunity to do so. If you wish to comment, please stand or raise a hand to indicate that you wish to speak. When recognized, give your name and address and direct your comments to the Chair.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call and Determination of Quorum**
4. **Presentations**
5. **Call to the Public**
6. **Consent Agenda**

All items on the Consent Agenda are approved by one vote.

- A.** Receive Village Manager's Proposed FY 2024-25 Budget and Schedule Budget and Truth-in-Taxation Public Hearing
- B.** Approval of Chief of Police Job Description
- C.** Lake Orion Fireworks Association 2024 Fireworks Display Permit Application
- D.** Receive and File FY 2024 Quarter 1 Village of Lake Orion Sewage Disposal Financial Report
- E.** Approval of Village Council meeting minutes of March 25, 2024.
- F.** Receive and File March 2024 Police Department Activity Report

7. **Items Removed from the Consent Agenda**
8. **Approval of Agenda**

By order of the President/Chair, no matters will be discussed after 10:30 p.m., unless council/board/commission votes to continue the meeting.

**9. Public Hearings**

**10. Financial Matters**

A. Financial Statements-March 2024

B. Invoice Approval - April 8, 2024

**11. Other Items**

A. Second Reading and Adoption of Amendment to Village Code Section 130.001 - Garage Sale Permit Fees

B. Orion Villas Condominium Review

C. Peninsula Condominium Review

D. Peninsula Right-of-Way (ROW) License Agreement

E. Building Inspection Services Agreement – Orion Township

**12. Call to the Public**

**13. Council Comments**

**14. Village Manager Comments**

**15. Closed Session Items**

**16. Business From Closed Session**

**17. Adjournment**

*In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the Village, at least three (3) business days in advance of the meeting, if requesting accommodations. The Village of Lake Orion will provide foreign language or hearing impaired interpretation services for those individuals who contact the village to request such services at least seven (7) days prior to the meeting.*

*En el espíritu de la observancia de la Ley de Estadounidenses con Discapacidades, las personas con discapacidad debe sentirse libre para ponerse en contacto con el pueblo, por lo menos tres (3) días hábiles de antelación a la fecha de la reunión, si se solicitan alojamiento. El municipio de Lake Orion proporcionará idioma extranjero o personas con problemas de audición servicios de interpretación para las personas que se ponen en contacto con el pueblo de solicitar dichos servicios con no menos de siete (7) días antes de la reunión.*



## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** April 8, 2024

**TOPIC** Receive Village Manager’s Proposed FY 2024-25 Budget and Schedule Budget and Truth-in-Taxation Public Hearing

### BACKGROUND BRIEF:

Village Manager McClary is requesting that Village Council receive the Proposed FY 2024-25 Budget pursuant to Section 8.2 of the village charter and schedule the budget and Truth-in-Taxation public hearing. Attached is a copy of the proposed budget and the budget calendar showing the schedule and remaining steps in the budget approval process.

The proposed budget will be delivered to Council at Monday’s meeting.

### SUMMARY OF PREVIOUS COUNCIL ACTION:

None

### FINANCIAL IMPACT:

None

### RECOMMENDED MOTION:

To receive the Village Manager’s Proposed FY 2024-25 Budget in accordance with Section 8.2 of the Village of Lake Orion Charter, schedule a budget and Truth-in-Taxation public hearing for Monday, May 13, 2024, at 7:30 PM, and to request that the Clerk/Treasurer publish the required public hearing notice.



# FY 2024-25 BUDGET CALENDAR

<u>DEADLINE</u>	<u>ACTION</u>	<u>RESPONSIBILITY</u>
<b>December 31, 2023</b>	Assessment Day	Oakland County Equalization Division
<b>January 8, 2024</b>	Approve budget preparation calendar; schedule village council goal setting work sessions; determine if water and/or sewer rate analyses need to be completed; commence bidding and special assessment processes for next year’s capital improvement projects, if needed	Village Council
<b>January 11, 2024</b>	Distribute budget preparation instructions to department heads	Village Manager
<b>January 9 – 31, 2024</b>	Conduct village council goal setting work sessions	Village Council
<b>February 29, 2024</b>	Submit preliminary property assessments to Clerk/Treasurer	Oakland County Equalization Division
<b>February 29, 2024</b>	Submit departmental budget requests, fee schedules, CIP schedules, proposed water and sewer rates, proposed special assessment schedules, and supporting documentation to Village Manager	Department Directors
<b>February 29, 2024</b>	Submit preliminary revenue estimates to Village Manager	Clerk/Treasurer



# FY 2024-25 BUDGET CALENDAR

<u>DEADLINE</u>	<u>ACTION</u>	<u>RESPONSIBILITY</u>
<b>March 4 – 7, 2024</b>	Meet with department directors to review departmental budget requests	Village Manager and Clerk/Treasurer
<b>March 22, 2024</b>	Submit final Board of Review property assessment figures to Clerk/Treasurer	Oakland County Equalization Division
<b>March 25, 2024</b>	Schedule budget work sessions	Village Council
<b>March 25 – March 28, 2024</b>	Meet with department directors to review necessary adjustments to departmental budget requests	Village Manager and Clerk/Treasurer
<b>March 25 – April 4, 2024</b>	Prepare Village Manager’s final proposed budget	Village Manager and Management Team
<b>April 1, 2024</b>	Planning Commission review and approval of Capital Improvement Program	Village Manager, Planning Commission, and Planning and Zoning Coordinator
<b>April 8, 2024</b>	Present proposed budget to Village Council; schedule council budget work sessions; schedule budget and Truth-in-Taxation (if necessary) public hearing	Village Manager and Village Council
<b>April 9 – 16, 2024</b>	Conduct council budget work sessions	Village Council and Village Staff
<b>April 17 – 26, 2024</b>	Prepare final proposed budget	Village Manager and Management Team



# FY 2024-25 BUDGET CALENDAR

<u>DEADLINE</u>	<u>ACTION</u>	<u>RESPONSIBILITY</u>
<b>April 29, 2024</b>	Publish public notice of budget and Truth-in-Taxation public hearing (15 days prior to adoption of budget)	Clerk/Treasurer
<b>May 6, 2024</b>	File and make available copy of proposed budget at Office of Clerk/Treasurer (one week prior to adoption of budget)	Clerk/Treasurer
<b>May 13, 2024</b>	Hold public hearing on proposed budget and Truth-in-Taxation (if required); adopt resolution approving budget, CIP, millage rates	Village Council
<b>May 13, 2024</b>	Certify delinquent utility bills to Clerk/Treasurer for placement on tax roll (Village Code Sec. 43.08(F)(2))	Village Council
<b>May 16, 2024</b>	Certification of tax levy to Assessor/County Equalization (within 3 days after adoption of budget)	Clerk/Treasurer
<b>May 28, 2024</b>	Introduce Water and Sewer Rates resolution (if necessary) and schedule public hearing (Village Code Secs. 51.28 and 53.08)	Village Council
<b>May 28, 2024</b>	Introduce annual comprehensive village fee schedule resolution	Village Council
<b>June 10, 2024</b>	Hold public hearing on Water and Sewer Rates resolution; adopt rates	Village Council



# FY 2024-25 BUDGET CALENDAR

<u>DEADLINE</u>	<u>ACTION</u>	<u>RESPONSIBILITY</u>
June 10, 2024	Adopt annual comprehensive village fee schedule	Village Council
June 11 – 13, 2024	Assessor to certify tax roll; Village President to affix warrant to tax roll; Clerk/Treasurer directed to collect taxes	Assessor and Village President
June 17 – 27, 2024	Prepare and mail out tax bills	Clerk/Treasurer
June 17, 2024	Publish notice in newspaper of time when taxes are due and collectable	Clerk/Treasurer
July 1, 2024	Budget takes effect	
August 31, 2024	Taxes due and payable without penalty or interest	
February 28, 2025	Last day to pay delinquent real and personal taxes to the village	
March 1, 2025	Unpaid real property taxes turned over to Oakland County Treasurer for collection	Clerk/Treasurer



## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** April 8, 2024

**TOPIC** Approval of Chief of Police Job Description

### BACKGROUND BRIEF:

Administration is working to begin the advertisement for the Chief of Police job opening and is requesting that the Village Council approve the job description for the position. The draft job description is attached for the information of Council.

Once the job description is approved, the position opening will be advertised on the Village's web site, in the Lake Orion Review, on the Michigan Municipal League web site, on the Michigan Association of Chiefs of Police web site, MCOLES web site, and any other outlets identified as appropriate by Administration. Also attached is a copy of the job advertisement for Council's information.

### SUMMARY OF PREVIOUS COUNCIL ACTION:

None

### FINANCIAL IMPACT:

None to approve the job description. The salary range for the position is \$70,000 - \$89,000 depending on qualifications and experience. Total estimated cost for the position is \$130,000.

### RECOMMENDED MOTION:

To approve the job description for the position of Chief of Police as presented by the Village Manager.

### ATTACHMENTS:

Job Description – Chief of Police

Job Advertisement – Chief of Police





## **CHIEF OF POLICE**

### **JOB ADVERTISEMENT**

The Village of Lake Orion is seeking qualified candidates for the position of Chief of Police. The successful candidate has the opportunity to lead a team of committed professionals and serve as an important member of the Village's executive leadership team. This is an excellent opportunity to lead a dynamic and committed Police Department in a community experiencing substantial lakeside residential development. Lake Orion Police Department enjoys a long history of stable leadership and the support of the Village Council, Village Manager, and community members. The successful candidate will build on this strong this strong foundation of support and will continue to support and enhance community-oriented policing.

The primary challenge, as with most law enforcement agencies currently, is recruiting and retaining qualified and well-suited officers to bring the department to full staffing. The new Chief will be expected to help ensure that the retention of trained and qualified officers continues to be a top priority for Lake Orion. The successful candidate will be committed to the safety of the community and to addressing issues before they become a problem.

An employment application and complete job description containing required or desirable job duties, knowledge, skills, abilities, and minimum qualifications for consideration can be found at the Village's web site at <https://lakeorion.org/jobs> . Salary range is \$70,000 – \$89,000 DOQ/E plus competitive benefits. Position is open until filled, but first review of applications begin on May 3, 2024. Please submit a completed job application and resume and cover letter with five professional references to: Village of Lake Orion, ATTN: Village Manager, 21 East Church Street, Lake Orion, MI 48362. No faxed or emailed applications will be accepted.



## CHIEF OF POLICE JOB DESCRIPTION

**Position:** Chief of Police  
**Supervised By:** Village Manager  
**Supervises:** All Police Department Personnel  
**FLSA Status:** Exempt  
**Status:** Full Time, At-Will

### General Summary

Under the direction of the Village Manager, the Chief of Police plans, develops and directs a complete program of policing and law enforcement to protect the lives and property of the public and to preserve peace in the Village. The Chief acts as a spokesperson for the Village regarding policing, emergency response, and emergency preparedness. He or she interacts with other agencies and departments to ensure a comprehensive and coordinate approach to public safety throughout the community. This position occasionally requires evening, weekend, and holiday hours and on-call responsibilities. This position is a working Chief position is a working Chief requiring occasional road patrol and related duties.

### Essential Duties and Responsibilities

An employee in this position may be called upon to perform any or all of the following essential functions. This list is illustrative of the nature of responsibilities for an employee in this position; it may not include all of the duties to be performed.

1. Planning the activities, programs and goals of the Police Department including operations, patrol, and investigation to insure maximum service to the community. This includes performing patrol and investigative duties.
2. Developing and implementing necessary and appropriate policies, procedures, practices, rules and regulations for the Police Department.
3. Properly and efficiently enforcing all state and federal laws, as well as local ordinances which the Police Department is authorized to enforce.
4. Preparing departmental schedule and assigning personnel to best meet the needs of the public.
5. Providing supervision to police personnel, including assigning and reviewing work, evaluating performance, disciplining, and setting up training programs.
6. Making reassignments and appointments within the department with the approval of the Village Manager.
7. Assisting with the coordination of efforts and communication between police agencies.
8. Establishing and maintaining effective public relations between the department and the community.
9. Meeting and conferring with members of the community, the media, and groups concerning complaints, problems, requests and suggestions.

10. Studies and determines law enforcement needs of the Village and recommends solutions to the Village Manager.
11. Prepares and presents a budget for the Police Department to the Village Manager.
12. Ensures that all records are kept by the department that are required to insure accurate reporting to the Village Manager, Village Council, as well as state and federal agencies.
13. Conducts internal investigations on accusations or complaints against police officers, reports to the Village Manager and prescribes disciplinary action where warranted.

Tools and Equipment Used: Emergency response motor vehicle, firearms, non-lethal weapons, speed detection devices, mobile radio, phone, and a variety of office equipment.

### **Required Minimum Qualifications**

Education and Experience:

1. A bachelor's degree or knowledge and experience equivalent to a bachelor's degree in police science or criminal justice. Graduation from Staff and Command or FBI Academy highly desired.
2. Six to eight years of progressively responsible experience in law enforcement (at least two of which shall have been in a management capacity).
3. A current and valid Michigan Motor Vehicle Operator's license.
4. Current Michigan Commission on Law Enforcement Standards (MCOLES) certification.

### **Necessary Knowledge, Skills, and Abilities:**

Work involves performance requiring some skills or special knowledge acquired through specific police management training and experience.

1. Knowledge of management techniques such as training and development, communication of values and standards, performance evaluation, management, labor relations and problems solving. Ability to utilize the appropriate supervisory skills to assign, review and appraise the work of employees. Possess effective leadership skills to lead the department in everyday activities as well as in an emergency or disaster situation.
2. Knowledge of community policing, crime prevention, drug and alcohol programs, and problem solving strategies.
3. Knowledge of police communications and computer applications.
4. Ability to organize and direct work of self and others and to manage or coordinate multiple tasks or activities simultaneously.
5. Ability to exercise discretion in the use of force and law enforcement powers.
6. Ability to communicate effectively verbally and in writing and the capacity to understand and carry out written and oral instructions. Skilled in public speaking.
7. Ability to establish and maintain effective, positive working relationships with employees, supervisors, other departments, officials, and the public.
8. Ability to maintain confidentiality of highly sensitive data and information.
9. Ability to operate a personal computer, utilizing word processing, spreadsheet, database management, incident reporting, vehicle and criminal records and other software applications as may be necessary to perform essential job functions.
10. Ability to perform tasks in changing and stressful circumstances.
11. Ability to be available to respond at any time for major incidents

**Physical Demands and Work Environment**

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee frequently is required to sit and stand. The employee is frequently required to walk; talk or hear; sit; climb or balance; stoop, kneel, crouch, or crawl; and smell.

This job requires the employee to have the ability to exert moderate, though not constant, physical effort, typically involving some combination of reaching, stooping, walking and climbing, and the lifting carrying, pushing and/or pulling of objects and materials weighing 11-20 pounds. May occasionally be required to run and to lift, move, push, pull, resist, and/or restrain moderate to heavy weights. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and the ability to adjust focus. Must have high levels of eye, hand, and foot coordination.

While performing the duties of this job, the employee will frequently work in outside weather conditions. While essential functions are regularly performed without exposure to adverse environmental conditions, major incidents or events may involve exposure to severe weather, temperature and noise extremes, traffic hazards, animals/wildlife, traffic, moving machinery, heights, violence, toxic agents, explosives, disease or pathogenic substances.

The noise level in the work environment ranges from general office noise to moderately loud.

**Application**

The duties listed above are intended only as illustrations of the various types of work that may be performed. This description should not be interpreted as describing all future responsibilities of the position or limit the nature and extent of assignments an employee may be given.

The Position Description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Adopted: 00/00/0000

Revised:



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## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** April 8, 2024

**TOPIC** Lake Orion Fireworks Association 2024 Fireworks Display Permit Application

**BACKGROUND BRIEF:**

Council is being requested to approve a special event permit for the Fireworks Display Event submitted by Robert Krefski on behalf of the Lake Orion Fireworks Association.

LOFA is proposing to launch approximately 1,000 shells varying size up to 6 inches beginning at dusk (approximately 10:00 p.m.) for approximately 20 minutes on Saturday July 6, 2024, with a rain date of Sunday, July 7, 2024.

The Police Chief and Department of Public works have no objections.

Fire Marshal, Jeff Williams has approved with comments. The Orion Township Fire Department has completed its review of the Application for 2024 Fireworks permits for the limited purpose of compliance with the Village of Lake Orion's Ordinance's and all applicable Fire Codes. Approved with the following conditions.

-All proposed fireworks display shall be in compliance of NFPA 1123 Code for Fireworks displays.

-Efforts must be made to ensure emergency vehicles access is maintained at all times in and around all Village areas, particularly those in the downtown area, Park Island and Bellevue Island.

**SUMMARY OF PREVIOUS COUNCIL ACTION:**

None

**FINANCIAL IMPACT:**

The Village would provide the same enhanced fireworks event police patrol services as in previous years.

**RECOMMENDED MOTION:**

To adopt Resolution No. 2024-020 approving the Application for a Public Display of Fireworks from floating platforms secured in the waters of Lake Orion, with conditions, to be held on Saturday, July 6, 2024, with Sunday, July 7, 2024 as the rain date beginning at dusk (approximately 10:00 p.m.) on either day, submitted by Robert Krefski on behalf of the Lake Orion Fireworks Association (LOFA).



### Village of Lake Orion

21 E. Church Street  
Lake Orion, Michigan 48362  
Tel 248.693.8391  
Fax 248.693.5874  
[www.lakeorion.org](http://www.lakeorion.org)

## EVENT PERMIT APPLICATION

Date of Application: <span style="font-size: 1.2em;">3-28-24</span>	Date Application Fee Paid: <span style="font-size: 1.2em;">3-28-24</span>
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Sponsoring Organization's Legal Name:  
LAKE ORION FIREWORKS FOUNDATION INC

Phone <span style="font-size: 1.2em;">586-996-8967</span>	Fax
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Email <span style="font-size: 1.2em;">rkrefski@comcast.net</span>	Website
-------------------------------------------------------------------	---------

Sponsoring Organization's Agent Name: ACE  
ROBERT KREFSKI

Phone <span style="font-size: 1.2em;">586-996-8967</span>	Fax
-----------------------------------------------------------	-----

Email <span style="font-size: 1.2em;">rkrefski@comcast.net</span>	Website
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Event Name:  
FIREWORKS ON LAKE ORION

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary)  
FIREWORKS WILL BE FIRED ON THE EAST SIDE OF LAKE ORION AT 10:00 PM 7-6-24

Date/Hours of Event:  
10:00 P.M. 7-6-24

Date/Hours of Set-up and Tear Down:  
7-4-24 SET UP  
7-8-24 TEARDOWN



Event Location and Boundaries

*EAST SIDE OF LAKE ORION*

*Include an Event Map which clearly shows the locations for each activity during the event, including but not limited to the following:*

- Tent locations
- Parking / loading areas
- Food / drink stations
- Streets and parking lots to be closed
- Walk / run routes
- Anticipated staffing
- Loading locations
- Porta john locations and number
- Trash/dumpster
- Event staff parking

Will street closures and/or Parking Lot closures be necessary:    ( ) Yes     No

If yes, describe, including: date and time of closures, setup schedule and take down schedule, and time you will need the parking lot for deliveries.

Coordinating with Another Event: YES <input checked="" type="radio"/> NO	If Yes, Event Name
Event Name/Details:	

Event Information
Type of Event <i>(See definitions attached to information page)</i> <input type="checkbox"/> Village Operated <input type="checkbox"/> DDA <input type="checkbox"/> Individual <input type="checkbox"/> Co-Sponsored <input type="checkbox"/> Group
Indicate Status <input checked="" type="checkbox"/> Non-Profit* <input type="checkbox"/> Not-for-Profit <input type="checkbox"/> For-Profit
<i>*If the event is sponsored by a Non-Profit please provide proof of non-profit status.</i>





<p>Annual Event: Is this event expected to occur next year? <input checked="" type="checkbox"/> Yes ( ) No          If Yes, you can reserve a date for next year with this application. To reserve dates for consideration for next year please provide the next year's specific dates. Event Application Form will need to be filled out for each year's event.</p>
<p>Is this event a Fund raiser? ( ) Yes <input checked="" type="checkbox"/> No          If YES, indicate beneficiary information:</p>
<p>Is this the first time the event is being held in the Village of Lake Orion? ( ) Yes <input checked="" type="checkbox"/> No          Describe:</p>
<p>Was this event previously held outside the Village of Lake Orion? ( ) Yes <input checked="" type="checkbox"/> No          Describe:</p>
<p>Total estimated attendance each day  <i>1 DAY ESTIMATE 10,000</i></p>
<p>What parking arrangements will be necessary to accommodate attendance?          Describe:  <i>NONE</i></p>
<p><b>NOTE: For events over 100 people, you must submit a parking plan.</b></p>
<p>How will trash be handled?          Describe:  <i>NONE</i></p>



Is amplification of music or speakers planned or anticipated? ( ) Yes  No  
If yes, describe, including the dates and times and the maximum limit and amplification:

Will tents be used: ( ) Yes  No  
If yes, indicate number of tents, use of each, location and size:

Portable restrooms: ( ) Yes  No  
If yes, number of portable restrooms and location:

Will alcoholic beverages be served: ( ) Yes  No  
If yes, describe:  
  
Is liquor license issued by the State of Michigan? ( ) Yes  No?  
If yes, whose name is the license issued to:  
  
**Copy of License must be submitted to the Village within 15 days of the Event.**

Will food and beverages be sold: ( ) Yes  No  
If yes, describe:  
  
**All food vendors must be approved by the Oakland County Health Departments. No permit is necessary where only pre-packaged, ready-to-eat type foods are sold from a concession stand or booth.**

Will merchandise be sold: ( ) Yes  No  
If yes, describe:



**WILL THE EVENT REQUIRE THE USE OF ANY OF THE FOLLOWING MUNICIPAL EQUIPMENT?**

Electrical Connections: ( ) Yes  No  
If yes, describe:

Water: ( ) Yes  No  
If yes, describe:

Barricades and/or Traffic cones: ( ) Yes  No  
If yes, complete "REQUEST TO USE VILLAGE EQUIPMENT FORM":

Do you have need of emergency fire equipment, such as ambulance? ( ) Yes  No  
If yes, describe:

Other Village services: ( ) Yes  No  
If yes, describe:

**EVENT SIGNS**

Will this event include the use of signs? ( ) Yes  No  
If yes, complete the "TEMPORARY SIGN PERMIT APPLICATION".



**CERTIFICATIONS AND SIGNATURES**

I understand and agree on behalf of the sponsoring event the following must be provided 30 days prior to the event:

- A. A Certificate of Insurance in the amount of \$1,000,000 liability insurance and \$1,000,000 aggregate insurance must be provided which names the Village of Lake Orion as an additionally insured party on the policy. (See Insurance Certificate on "Required Documents for a Special Permit Sheet".)
- B. Event sponsors are required to sign a Hold Harmless Agreement form.
- C. Event sponsor is required to contact the Orion Township Fire Department at least one week prior to the event to set up a time for inspections prior to the event.
- D. All food vendors must be approved by the Oakland County Health Department.
- E. The approval of this Special Event may include additional requirements/and or limitations, based on the Village's review of this application.
- F. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the Village and will promptly pay any billing for Village services which may be rendered.
- G. If the event is serving alcohol, a copy of the Liquor License issued by the State of Michigan shall be provided to the Village prior to the event.
- H. The Event contact persons list complete with cell phone numbers and email addresses shall be provided to the Village at least one week prior to the event.
- I. Advertising of the event is not recommended prior to approval of the Event Permit. Advertising of the event prior to the approval of the permit does not guarantee the event will be approved as advertised. Advertisement must include note that the advertisement is pending Village Approval.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this special Event Permit, affirm the above understandings and agree that my sponsoring organization will comply with the Village Special Event Policy, the terms of the Written Confirmation of approval and all other Village requirements, ordinance and other laws which apply to this Special Event.

3-28-24  
Date

Robert Krefski  
Signature of Sponsoring Organization's Agent

ROBERT KREFSKI  
Print Name



**Village of Lake Orion**

21 E. Church Street  
Lake Orion, Michigan 48362  
Tel 248.693.8391  
Fax 248.693.5874  
[www.lakeorion.org](http://www.lakeorion.org)

**HOLD HARMLESS AGREEMENT**

FOR AND IN CONSIDERATION of the granting by the Village of Lake Orion to permit/allow \*

LAKE ORION FIREWORKS 7-6-24  
 Activity/Event Dates and Time

EAST SIDE OF LAKE ORION  
 General Description of Location

as requested by the undersigned, the undersigned does hereby agree to fully hold harmless, defend and indemnify the Village of Lake Orion, and all of its officers, officials, agents and employees, with respect to all claims, losses, damages, causes of action, judgments, costs and expenses, including reasonable attorney fees, whether or not the same are now known, liquidated, discovered, discoverable or justifiable, which may be asserted, brought or rendered against, incurred or suffered by, and/or imposed upon, the Village of Lake Orion and/or its officers, officials, agents and employees, by reason of or arising out of the grant or exercise of the rights stated above granted by the Village of Lake Orion to the undersigned.

[Signature]  
Applicant/Property Owner/Contractor Signature\*\*

[Signature]  
Witness One Signature\*\*\*

\_\_\_\_\_  
Applicant/Property Owner/Contractor Printed Name

SALLY KREFSKI  
Witness One Printed Name

3-28-24  
Date

[Signature]  
Witness Two Signature \*\*\*

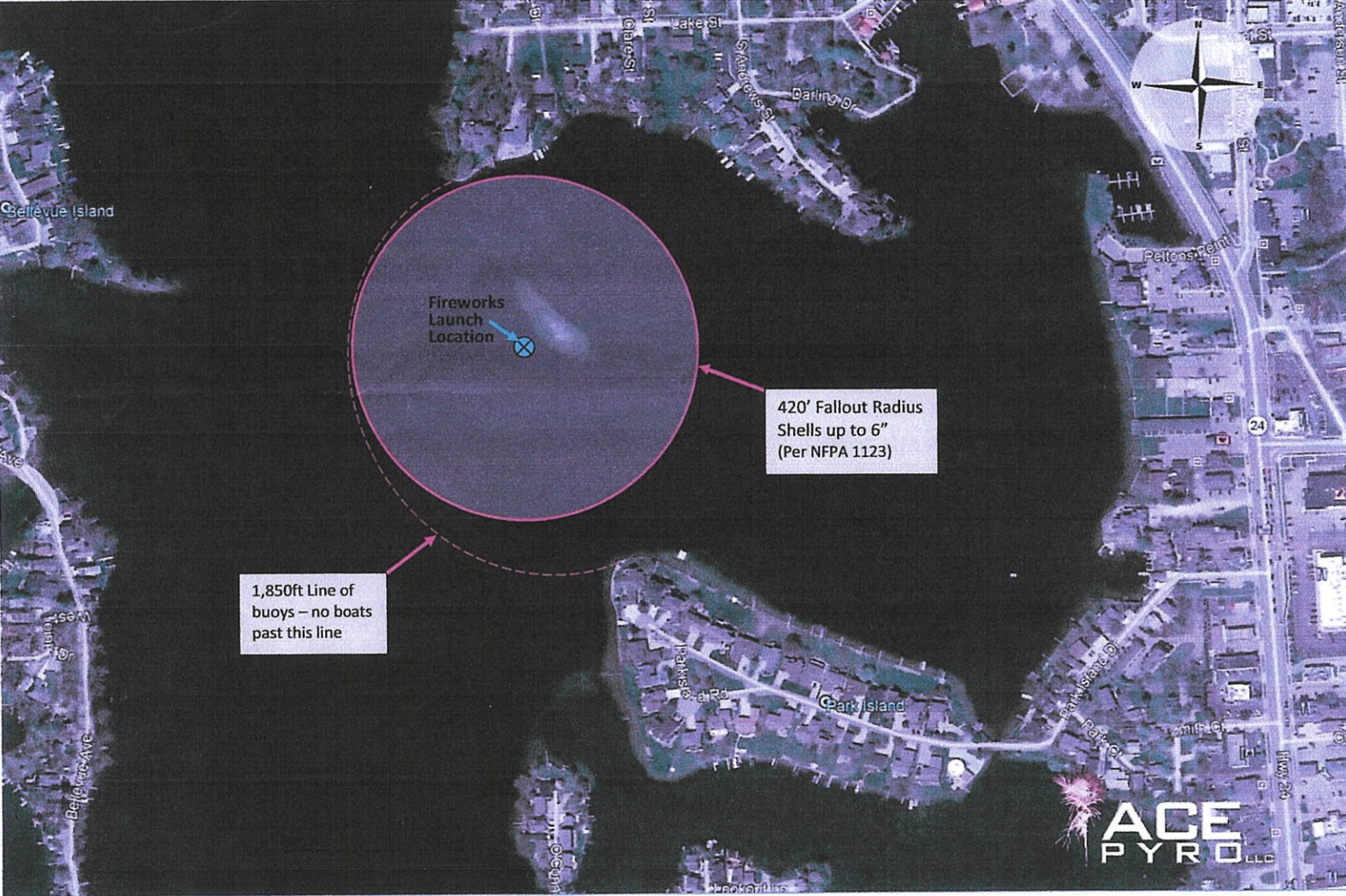
CHERIE HEDRICK  
Witness Two Printed Name

\* Applicant MUST provide information regarding what the activity is, date(s), times activity will be held and the areas (public sidewalks, streets, parking spaces, etc.) that are affected.

\*\* If the activity is obstructing public right-of-way for work on private property, the property owner or contractor MUST provide their signature.

\*\*\* The signatures from two (2) witnesses are required.

### Lake Orion 2020 Fireworks Site Map (v2)



PO BOX 2 | MANCHESTER, MI 48158 | 877-223-3552 | INFO@ACEPYRO.COM



**VILLAGE OF LAKE ORION  
COUNTY OF OAKLAND  
STATE OF MICHIGAN  
RESOLUTION 2024-020**

**A RESOLUTION APPROVING THE APPLICATION FOR A PUBLIC DISPLAY OF FIREWORKS FROM FLOATING PLATFORMS SECURED IN THE WATERS OF LAKE ORION FOR THE FOURTH OF JULY HOLIDAY.**

**RESULT:  
MOVER:  
SECONDER:  
AYES:  
NAYS:  
EXCUSED:**

**RESOLVED:** To adopt Resolution No. 2024-020 approving the Application for a Public Display of Fireworks from floating platforms secured in the waters of Lake Orion, with conditions, to be held on Saturday, July 6, 2024, with Sunday, July 7, 2024 as the rain date beginning at dusk (approximately 10:00 p.m.) on either day, submitted by Robert Krefski on behalf of the Lake Orion Fireworks Association (LOFA).

Drew Espenshade submitting the required "State of Michigan 2023 Permit for Fireworks Other Than Consumer or Low Impact".

1. All proposed fireworks display shall be in compliance of NFPA 1123 – Code for Fireworks.
2. Efforts must be made to ensure emergency vehicle access I maintained at all times for and around all Village areas, particularly, those in the downtown area.

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THIS RESOLUTION WAS DULY ADOPTED BY THE LAKE ORION VILLAGE COUNCIL AT ITS REGULAR MEETING HELD ON APRIL 8<sup>TH</sup>, 2024.



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Sonja Stout  
Clerk/Treasurer  
Village of Lake Orion

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**CERTIFICATION**

I, Sonja Stout, duly appointed Clerk of the Village of Lake Orion, Oakland County, Michigan, do hereby certify that the foregoing is a true and correct copy of Resolution 2024-020 adopted by the Village of Lake Orion Village Council at its regular meeting held on the 8<sup>th</sup> day of April 2024.

Given under my hand and seal of the Village of Lake Orion, Oakland County, Michigan this this 8<sup>th</sup> day of April 2024.



Sonja Stout  
Village of Lake Orion Clerk/Treasurer

DATED: April 8, 2024





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## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** April 8, 2024

**TOPIC** Receive and File FY 2024 Quarter 1 Village of Lake Orion Sewage Disposal Financial Report

### BACKGROUND BRIEF:

Administration is requesting that the Village Council receive and file the most recent Sewage Disposal System Financial Report from the Oakland County Water Resources Commissioner's Office.

The Village of Lake Orion contracts with OCWRC to operate and maintain the Village's sanitary sewer system. The county provides quarterly financial reports on the revenues, expenditures, and fund reserves account activity for the Village's system.

### SUMMARY OF PREVIOUS COUNCIL ACTION:

None

### FINANCIAL IMPACT:

Please refer to the quarterly report for more information.

### RECOMMENDED MOTION:

To receive and file the FY 2024 Quarter 1 Village of Lake Orion Sewage Disposal System Financial Report prepared and submitted by the Oakland County Water Resources Commissioner's Office.

### ATTACHMENTS:



March 27, 2024

Mr. Darwin D.P. McClary  
Village Manager  
Village of Lake Orion  
21 East Church Street  
Lake Orion, MI 48362

Dear Mr. McClary:

Enclosed you will find the reports for the Village of Lake Orion Sewage Disposal System for Fiscal Year 2024 (October 1, 2023 to December 31, 2023).

Copies of the following reports are included for your reference:

- Trial Balance
- Revenue and Expense Report
- Net Assets Report

If you have any questions or concerns, please contact Drew Sandahl, Chief Engineer for sewer systems at 248-285-8375.

Best regards,

A handwritten signature in black ink that reads "Steven A. Korth".

Steven A. Korth, P.E.  
Chief Manager



**Trial Balance**

**Organization** Oakland County  
**Periods** FY2024 : Oct - Dec  
**Ledger** Actuals  
**Accounting Worktag** FND57463 Lake Orion  
 Sewer  
**Book** Operating  
**Company Currency** USD  
**Translation Currency** USD  
**Run** 2/22/2024 10:18

**Consolidation Data**

Ledger Account	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
100100:Cash - Operating	304,077.10	296,928.28	321,304.55	279,700.83
101500:Undeposited Cash	0.00	115,035.00	115,035.00	0.00
126105:Due from Municipalities-AR Con	115,035.00	115,035.00	115,035.00	115,035.00
201210:Vouchers Payable AP Cont	(1,006.41)	62,611.15	146,670.82	(85,066.08)
230852:Accounts Payable	(46,811.96)	46,811.96	47,590.70	(47,590.70)
277500:NC Advances Payable	(105,000.00)	15,000.00	0.00	(90,000.00)
323662:NP Major Maintenance Reserve	(116,703.07)	0.00	0.00	(116,703.07)
323666:NP Emergency Repair Reserve	(11,133.58)	0.00	0.00	(11,133.58)
323667:NP Capital Improvement Reserve	2,981.19	0.00	0.00	2,981.19
340101:NP - Unrestricted	(141,438.27)	0.00	0.00	(141,438.27)
450100:Cash Sweep	0.00	177,646.15	177,646.15	0.00
630000:Charges for Services	0.00	0.00	115,035.00	(115,035.00)
655000:Investment Income	0.00	0.00	960.95	(960.95)
670000:Other Revenues	0.00	0.00	17.83	(17.83)
730000:Contractual Services	0.00	208,803.55	46,811.96	161,991.59
750000:Commodities	0.00	54.18	0.00	54.18
770000:Internal Support Expenditures	0.00	51,451.04	3,268.35	48,182.69
<b>Total</b>	<b>0.00</b>	<b>1,089,376.31</b>	<b>1,089,376.31</b>	<b>0.00</b>

WRC Hierarchy - Op Program	Ledger Account	Revenue Category	Spend Category	SumOfLedger Net Amount
General and Administrative	630000:Charges for Services	RC632086 - Sewage Disposal Services Revenue		-67,922.50
General and Administrative	655000:Investment Income	RC655385 - Income from Investments		-960.95
General and Administrative	670000:Other Revenues	RC670057 - Adjustment Prior Years Revenue		-17.83
General and Administrative	730000:Contractual Services		SC730058 - Administration	1,612.80
General and Administrative	730000:Contractual Services		SC730065 - Administrative Overhead	905.70
General and Administrative	730000:Contractual Services		SC730926 - Indirect Costs	674.19
General and Administrative	730000:Contractual Services		SC730940 - Insurance	1,184.78
General and Administrative	730000:Contractual Services		SC731969 - Transfer to Reserve	1,994.70
General and Administrative	770000:Internal Support Expenditures		SC771638 - Drain Equip Labor	51.12
General and Administrative	770000:Internal Support Expenditures		SC771639 - Drain Equipment	4,849.85
Inspection	770000:Internal Support Expenditures		SC771638 - Drain Equip Labor	286.24
Inspection	770000:Internal Support Expenditures		SC771639 - Drain Equipment	29.67
Mapping Unit	770000:Internal Support Expenditures		SC771639 - Drain Equipment	498.47
Mapping Unit	770000:Internal Support Expenditures		SC771638 - Drain Equip Labor	366.26
Miss Dig	770000:Internal Support Expenditures		SC771638 - Drain Equip Labor	311.36
Miss Dig	770000:Internal Support Expenditures		SC771639 - Drain Equipment	37.94
Non-Operating Expenses	630000:Charges for Services	RC630462 - Debt Service		-15,300.00
Non-Operating Expenses	730000:Contractual Services		SC730970 - Interest Expense	468.30
Pump Maintenance Unit	730000:Contractual Services		SC730065 - Administrative Overhead	3,343.71
Pump Maintenance Unit	730000:Contractual Services		SC730562 - Electrical Service	2,630.69
Pump Maintenance Unit	730000:Contractual Services		SC731269 - Natural Gas	231.19
Pump Maintenance Unit	770000:Internal Support Expenditures		SC771639 - Drain Equipment	3,067.33
Pump Maintenance Unit	770000:Internal Support Expenditures		SC771638 - Drain Equip Labor	10,233.04
Reserves - Capital Improvement	630000:Charges for Services	RC632086 - Sewage Disposal Services Revenue		-19,312.50
Reserves - Capital Improvement	730000:Contractual Services		SC730373 - Contracted Services	103,962.68
Reserves - Capital Improvement	770000:Internal Support Expenditures		SC771638 - Drain Equip Labor	8,455.31
Reserves - Capital Improvement	770000:Internal Support Expenditures		SC771639 - Drain Equipment	303.18
Reserves - Major Maintenance	630000:Charges for Services	RC632086 - Sewage Disposal Services Revenue		-12,500.00
Reserves - Major Maintenance	730000:Contractual Services		SC730065 - Administrative Overhead	201.55
Reserves - Major Maintenance	730000:Contractual Services		SC730373 - Contracted Services	40,625.00
Reserves - Major Maintenance	770000:Internal Support Expenditures		SC771638 - Drain Equip Labor	3,288.97
Reserves - Major Maintenance	770000:Internal Support Expenditures		SC771639 - Drain Equipment	953.88
Sewage System Maintenance	730000:Contractual Services		SC730065 - Administrative Overhead	679.66
Sewage System Maintenance	730000:Contractual Services		SC730653 - Equipment Rental Expense	20.26
Sewage System Maintenance	770000:Internal Support Expenditures		SC771639 - Drain Equipment	101.16
Sewage System Maintenance	770000:Internal Support Expenditures		SC771638 - Drain Equip Labor	345.04
Sewer Systems Engineering	730000:Contractual Services		SC730065 - Administrative Overhead	81.92
Sewer Systems Engineering	770000:Internal Support Expenditures		SC771638 - Drain Equip Labor	1,328.40
Sewer Systems Engineering	770000:Internal Support Expenditures		SC771639 - Drain Equipment	35.62
Systems Control	730000:Contractual Services		SC730065 - Administrative Overhead	3,374.46
Systems Control	750000:Commodities		SC750294 - Material and Supplies	54.18
Systems Control	770000:Internal Support Expenditures		SC771639 - Drain Equipment	6,612.96
Systems Control	770000:Internal Support Expenditures		SC771637 - Drain Equip Materials	294.25
Systems Control	770000:Internal Support Expenditures		SC771638 - Drain Equip Labor	6,732.64

	Beginning Balance	Year to Date Activity	Current Balance
323662:NP Major Maintenance Reserve	\$ 116,703.07	\$ (32,569.40)	\$ 84,133.67
323666:NP Emergency Repair Reserve	11,133.58	-	11,133.58
323667:NP Capital Improvement Reserve	(2,981.19)	(93,408.67)	(96,389.86)
340101:NP - Unrestricted	141,438.27	31,763.39	173,201.66
Total	\$ 266,293.73	\$ (94,214.68)	\$ 172,079.05



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**COUNCIL ACTION SUMMARY SHEET**

**MEETING DATE:** April 8, 2024

**TOPIC** Approval of Village Council meeting minutes of March 25, 2024.

**BACKGROUND BRIEF:**

**SUMMARY OF PREVIOUS COUNCIL ACTION:**

**FINANCIAL IMPACT:**

**RECOMMENDED MOTION:** To approve the March 25, 2024 meeting minutes as presented.

**ATTACHMENTS:**



# MINUTES

## REGULAR MEETING OF THE LAKE ORION VILLAGE COUNCIL

Monday, March 25, 2024

7:30 PM

### Lake Orion Village Hall Council Chambers

21 East Church Street

LAKE ORION, MI 48362

(248) 693-8391 ext. 102

### 1. Call to Order

The Monday, March 25, 2024 Regular Meeting of the Lake Orion Village Council was called to order in the Lake Orion Village Hall Council Chambers located in the 21 East Church Street, Lake Orion, MI 48362 by President Jerry Narsh at 7:30 PM followed by the Pledge of Allegiance.

### 2. Pledge of Allegiance

### 3. Roll Call and Determination of Quorum

Attendee Name	Organization	Title	Status	Arrived
Jerry Narsh	Village of Lake Orion	President	Present	
Teresa L Rutt	Village of Lake Orion	President Pro Tem	Present	
Carl Cyrowski	Village of Lake Orion	Council Member	Excused	
Stan Ford	Village of Lake Orion	Council Member	Present	
Michael Lamb	Village of Lake Orion	Council Member	Excused	
Nancy Moshier	Village of Lake Orion	Council Member	Excused	
Kenneth VanPortfliet	Village of Lake Orion	Council Member	Present	

### STAFF PRESENT:

- Village Manager Darwin McClary
- Village Treasurer/Clerk Sonja Stout
- Interim Police Chief Tom Lindberg
- DPW Director Wes Sanchez

2. **Motion to:** excuse Council member Carl Cyrowski, Nancy Moshier and Mike Lamb from the March 25, 2024 regular Village Council meeting.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Teresa L Rutt, President Pro Tem
<b>SECONDER:</b>	Stan Ford, Council Member
<b>AYES:</b>	Jerry Narsh, Teresa L Rutt, Stan Ford, Kenneth VanPortfliet
<b>EXCUSED:</b>	Carl Cyrowski, Michael Lamb, Nancy Moshier

#### 4. Presentations

Interim Chief Lindberg spoke briefly about his background and goals to overcome the current police department challenges of staffing.

#### 5. Call to the Public

Let the record show no public comments were received.

#### 6. Consent Agenda

All items on the Consent Agenda are approved by one vote.

Pull item #9 from Consent agenda for further discussion.

<b>RESULT:</b>	<b>ADOPTED AS AMENDED [UNANIMOUS]</b>
<b>MOVER:</b>	Kenneth VanPortfliet, Council Member
<b>SECONDER:</b>	Teresa L Rutt, President Pro Tem
<b>AYES:</b>	Jerry Narsh, Teresa L Rutt, Stan Ford, Kenneth VanPortfliet
<b>EXCUSED:</b>	Carl Cyrowski, Michael Lamb, Nancy Moshier

1. Memorial Day Services & Parade 2024 Resolution 2024-017

#### **RESOLUTION 2024-017**

#### **A RESOLUTION APPROVING THE MEMORIAL DAY SERVICES AND PARADE- 2024**

**RESOLVED:** To approve the Events Permit Applications submitted by Thomas Allport on behalf of the American Legion Post 233, dated January 25 2024, for the 2024 Memorial Day Services and Parade on Monday, May 27 2024 to be held from 9:00 AM TO 11:00 AM on various Village properties as outline in the application which is attached.

9:00 AM- Cemetery, Rifle Salute

10:00 AM - Children's Park, Ceremony & Rifle Salute

11:00 AM- Downtown Lake Orion



10:15 AM - 11:00 AM Parade line up from Blanch Simms school to Emman Center

**Street and Parks and Parking Lot Closures**

1. Parking Lots - Parking at all Parking lots and Streets throughout the village, except on parade route. Route From Blanche Sims school To Emman center.
2. Street Closures - To be determined by the Lake Orion Police Department.

**Administrative Requirements**

1. Clean-up of the area is the responsibility of the applicant
2. Additional trash receptacles are the responsibility of the applicant and must be arranged for by the applicant.

**Police Department Requirements**

1. The cellular telephone numbers of event staff and on-scene managers is provided to the police department within twenty-four (24) hours of the event.

**DPW Requirements**

1. Use of Village Orange Cones will be based upon availability
2. DPW will not supply extension cords or cord covers.
3. As always, Village properties will be properly maintained before the events begin.

**Fire Department Requirements**

1. It is recommendation of the Orion Township Fire Department that the event, Memorial Day Parade and Services, be approved with the following condition.
  - A. Parade route will follow as indicated on the provided map from the applicant highlighted in YELLOW only.

**BE IT FURTHER RESOLVED:** To approve the License Agreement between the Village of Lake Orion and American Legion Post 233 for this event and authorize the Village Council President and Village Clerk to execute the Agreement on behalf of the Village.

2. Lake Orion Downtown Corn Hole League 2024

**RESOLVED: COUNCIL RESOLUTION 2024-016**

**A RESOLUTION APPROVING THE EVENTS PERMIT APPLICATION FOR THE 2024 LAKE**

## **ORION DOWNTOWN CORN HOLE LEAGUE**

**RESOLVED:** To approve the Events Permit Applications submitted by Lloyd Coe on behalf of the American Legion/ Sons of the American Legion, dated February 12, 2024 for the 2024 Lake Orion Downtown Corn Hole Series to be held on every Thursday, starting June 6, 2024 and ending August 29, 2024, from 7:00 PM to 9:00 PM on various sidewalks in the village.

### **Fire Department Requirements**

It is the recommendation of the Orion Township Fire Department that the event, Lake Orion Downtown Corn Hole League 2023, be approved with the following condition.

1. There shall be no parking in the Fire Station parking lot or along Anderson Street.
3. Orion Veterans Memorial Day Race, May 27, 2024 Resolution Number 2024-011

**RESOLVED:** To approve the Orion Veterans Memorial Day Race 2024 to be held on MAY 27, 2024, as presented. This is an annual event and is the 8th year for the event.

**FURTHER RESOLVED:** This approval is conditioned on the following requirements of the Fire Department

**Fire Department Requirements:** It is the recommendation of the Orion Township Fire Department that the event, Orion Veterans Memorial Day Run/Walk 2024 on May 27, 2024, be approved with the following condition.

1. There shall be no parking in the Fire Station parking lot or along Anderson Street.

**FURTHER RESOLVED:** To approve the Sign Permit to place various signs throughout the Village, Outside of Children's Park, the horse shoe area, Meeks park along the walkway.

Signs are standard campaign/yard sign size 18x24.

4. Special Event Permit Orion Art & Flower Fair 2024 Resolution 2024-009

## **COUNCIL RESOLUTION 2024-009**

### **RESOLUTION TO APPROVE THE APPLICATION FOR THE**

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**SPECIAL EVENT PERMIT ORION ART & FLOWER FAIR 2024**

**RESOLVED:** To approve the Event Permit Application requesting the use of Public Streets and Right-of-Ways submitted by Holly Nicosia on behalf of Orion Art Center, for the 2024 Orion Art & Flower Fair, Event to be held on Saturday, May 18, 2024 through Sunday, May 19, 2024

as follows:

Date/Time: Friday, May 17, 2024 9:00 AM, Shut down parking lot 3  
Saturday, May 18, 2024 from 10:00 AM to 11:00 PM  
Sunday, May 19, 2024 from 10:00 AM to 6:00 PM

Properties: Flower Fair Vendors: N and S Broadway, W and E Flint - vendors  
Vendor parking on 55 Elizabeth  
Large tent to be placed parking lot 3 to shelter Beer Garden.  
Large tent to be placed in parking lot 3 to shelter OAC, DIY events  
Vendors tent, 10x10 on Broadway and Flint

Other requests: Set up/ Tear down

Friday, May 17, 2024- Set up in Parking lot 3, S. Anderson St. 9:00 AM  
Saturday, May 18, 2024- Vendor set up 6:00 AM, Broadway & Flint  
Sunday, May 19, 2024- 6:00 AM - 8:00 PM tent and vendor tear down

**FURTHER RESOLVED:** That the Village Council approves the License Agreement between the Village of Lake Orion and the Orion Art Center and authorize the President and Clerk to execute it on behalf of the Village

**FURTHER RESOLVED:** The Sign Permit application submitted by Holly Nicosia on behalf of the Orion Art Center is approved.

**FURTHER RESOLVED:** This approval is conditioned on the following:

**Administrative Requirements:**

1. Proof of Insurance to be provided to the Village Clerk prior to the event, as follows:
  - § General Liability - no less than \$1,000,000
  - § Liquor Liability - no less than \$1,000,000
  - § Village to be a Certificate Holder and listed as An Additional Insured on the Certificate
2. The Michigan Liquor Control Commission (MLCC) temporary permit for beer & wine sales on village property located at the municipal parking lot at the corner of Anderson and Front must be approved by the MLCC and copy of license provided must be submitted to the Village Clerk prior to the event. All alcohol sales are controlled and regulated by staff of the requesting organization. Snow fencing will be used to create secure tent entrance and exits to unauthorized activity. Event staff will provide entrance and exit security to the Beer Garden.
3. Temporary electrical wiring or equipment, if used, must be approved by the electric inspector.
4. All tents and/or temporary structures shall be properly secured in case of inclement weather or wind conditions so that they are not blown away and perhaps cause serious injury.
5. Any tents or temporary structures that may have cooking or other heating devices have a minimum of ten-pound multi-use fire extinguisher. More commonly referred to as an "ABC" fire extinguisher.
6. All food vendors must have the approval of the Oakland County Health Department
7. All food trucks must be approved by the Fire Department.
8. Clean-up of the area is the responsibility of the applicant
9. Trash cans will be placed throughout the event. Trash will be monitored and collected by Orion Art Center and/or it's designee. Trash will be disposed in an onsite dumpster.
10. Portable restrooms and location:

1 @ Flint & Lapeer, 1 @ Shadbolt & Broadway and 5 @ Parking lot 3

**Police Department Requirements as follows**

1. The police department will direct the placement of all required barricades for parking lot and any approved street closures. DPW will provide barricades and detour signage.
2. The cellular telephone numbers of event staff and on-scene managers is provided to the police department within twenty-four (24) hours of the event.

**Fire Department comments:** Approves the event with the following conditions

1. There shall be no parking in the Fire Station parking lot or along Anderson Street.
2. Vendor tents shall only be placed in the parking spaces along the curb.
3. Full access shall be maintained in the center of the roads.
4. No obstructions in the intersections.
5. Event coordinator shall contact Fire Prevention Division at 248-391-0304 ext 2000 prior to the event opening to the public.

**DPW Requirements**

1. Use of Village Orange Cones will be based upon availability
2. DPW will not supply extension cords or cord covers.
3. As always, Village properties will be properly maintained before the events begin.
4. DPW will provide barricades for street and parking lot closure following a request from the Chief of Police.

5. Approval of Village Council Regular Meeting Minutes of March 11, 2024

**RESOLVED:** To approve the Monday, March 11, 2024 regular meeting minutes as presented.

6. DDA Board Special Meeting Minutes - February 13, 2024

**RESOLVED:** To approve the Downtown Development Authority Board Special meeting

minutes of Tuesday, February 13, 2024.

7. DDA Board Regular Meeting Minutes -February 15, 2024

**RESOLVED:** To approve the Downtown Development Authority Board Regular meeting minutes of Thursday, February 15, 2024.

8. DDA Board Regular Meeting Minutes -February 20, 2024

**RESOLVED:** To approve the Downtown Development Authority Board Regular meeting minutes of Tuesday, February 20, 2024.

## 7. Items pulled for separate discussion

1. Director's Report

Executive Director Matt Gibb expanded on the Director's report from the March 19, 2024 DDA meeting.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Kenneth VanPortfliet, Council Member
<b>SECONDER:</b>	Jerry Narsh, President
<b>AYES:</b>	Jerry Narsh, Teresa L Rutt, Stan Ford, Kenneth VanPortfliet
<b>EXCUSED:</b>	Carl Cyrowski, Michael Lamb, Nancy Moshier

**RESOLVED:** To receive and file the DDA Executive Director's Report for March 2024.

## 8. Approval of Agenda

1. **Motion to:** approve the March 25, 2024 Village Council agenda with the rescheduling of closed session items 14.1 and 14.2 to the April 8th, 2024 Village Council meeting.

<b>RESULT:</b>	<b>APPROVED AS AMENDED [UNANIMOUS]</b>
<b>MOVER:</b>	Jerry Narsh, President
<b>SECONDER:</b>	Teresa L Rutt, President Pro Tem
<b>AYES:</b>	Jerry Narsh, Teresa L Rutt, Stan Ford, Kenneth VanPortfliet
<b>EXCUSED:</b>	Carl Cyrowski, Michael Lamb, Nancy Moshier

## 9. Public Hearings

## 10. Agenda Items for Consideration

**A. Financial Matters**

1. Invoice Approval - March 25, 2024

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Teresa L Rutt, President Pro Tem
<b>SECONDER:</b>	Stan Ford, Council Member
<b>AYES:</b>	Jerry Narsh, Teresa L Rutt, Stan Ford, Kenneth VanPortfliet
<b>EXCUSED:</b>	Carl Cyrowski, Michael Lamb, Nancy Moshier

**RESOLVED:** To approve March 25, 2024, bills in the amount of \$93,067.52 of which \$9,417.68 are DDA Bills for a net total of \$83,649.84 are approved for payment; and to receive and file the DDA bills.

**B. Other Items**

1. 2024 Green's Park Access Management Agreement - Pedal Boat Pub LLC

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Kenneth VanPortfliet, Council Member
<b>SECONDER:</b>	Teresa L Rutt, President Pro Tem
<b>AYES:</b>	Jerry Narsh, Teresa L Rutt, Stan Ford, Kenneth VanPortfliet
<b>EXCUSED:</b>	Carl Cyrowski, Michael Lamb, Nancy Moshier

**RESOLVED:** To approve the 2024 Green's Park Access Management Agreement between the Village of Lake Orion and Pedal Boat Pub, LLC, for the term of May 1, 2024, through October 31, 2024, and authorize the Village Manager and Clerk/Treasurer to execute the agreement on behalf of the village.

2. 2024 Green's Park Access Management Agreement - Tour on Orion LLC

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Kenneth VanPortfliet, Council Member
<b>SECONDER:</b>	Teresa L Rutt, President Pro Tem
<b>AYES:</b>	Jerry Narsh, Teresa L Rutt, Stan Ford, Kenneth VanPortfliet
<b>EXCUSED:</b>	Carl Cyrowski, Michael Lamb, Nancy Moshier

**RESOLVED:** To approve the 2024 Green's Park Access Management Agreement between the Village of Lake Orion and Tour on Orion, LLC, for the term of May 1, 2024, through October 31, 2024, and authorize the Village Manager and Clerk/Treasurer to execute the agreement on behalf of the village.

3. Deputy Clerk/Treasurer Employment Agreement

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Teresa L Rutt, President Pro Tem
<b>SECONDER:</b>	Stan Ford, Council Member
<b>AYES:</b>	Jerry Narsh, Teresa L Rutt, Stan Ford, Kenneth VanPortfliet
<b>EXCUSED:</b>	Carl Cyrowski, Michael Lamb, Nancy Moshier

**RESOLVED:** To approve the Clerk/Treasurer Employment Agreement between the Village of Lake Orion and Lynsey Blough as presented and authorize the Village Manager and Village Clerk/Treasurer to execute the agreement on behalf of the Village.

4. Adoption of 2023 Oakland County Multi-Jurisdictional Hazard Mitigation Plan

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Kenneth VanPortfliet, Council Member
<b>SECONDER:</b>	Teresa L Rutt, President Pro Tem
<b>AYES:</b>	Jerry Narsh, Teresa L Rutt, Stan Ford, Kenneth VanPortfliet
<b>EXCUSED:</b>	Carl Cyrowski, Michael Lamb, Nancy Moshier

**RESOLVED:** To adopt the following resolution approving the 2023 Oakland County Multi-Jurisdictional Hazard Mitigation Plan:

**VILLAGE OF LAKE ORION  
COUNTY OF OAKLAND  
STATE OF MICHIGAN**

**Resolution No. 2024-019**

**A RESOLUTION  
AUTHORIZING THE ADOPTION OF THE  
OAKLAND COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

**WHEREAS**, the mission of Oakland County and the participating jurisdiction of Village of Lake Orion include the charge to protect the health, safety, and the general welfare of the people of the County and municipalities; and



**WHEREAS**, Oakland County, Michigan, is subject to flooding, tornadoes, winter storms, and other natural, technological, and human-caused hazards; and

**WHEREAS**, pro-active mitigation of known hazards before and after a disaster event can reduce or eliminate long-term risk to life and property; and

**WHEREAS**, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

**WHEREAS** to remain eligible to receive mitigation monies, Oakland County prepared a Hazard Mitigation Plan (the “PLAN”) for the County and all communities in the County; and

**WHEREAS**, Oakland County and the Village of Lake Orion have participated in and completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of hazards, develops a mitigation strategy consistent with a set of uniform goals, and creates a plan for implementing, evaluating and revising this strategy;

**NOW THEREFORE BE IT RESOLVED** that the Village Council for the Village of Lake Orion:

- 1.) Adopts in its entirety the 2023 Oakland County Multi-Jurisdictional Hazard Mitigation Plan (Plan)
- 2.) Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.
- 3.) Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
- 4.) Will continue its support of the Hazard Mitigation Steering Committee and continue to participate in the planning partnership as described by the Plan.

5.) Will help to promote and support the mitigation successes of all planning partners.

**PASSED AND ADOPTED** on March 25, 2024, by the following vote:

YES:

NO:

ABSENT:

ABSTAIN:

ATTEST:

5. Amendments to FY 2023-24 Municipal Fee Schedule

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Teresa L Rutt, President Pro Tem
<b>SECONDER:</b>	Stan Ford, Council Member
<b>AYES:</b>	Jerry Narsh, Teresa L Rutt, Stan Ford, Kenneth VanPortfliet
<b>EXCUSED:</b>	Carl Cyrowski, Michael Lamb, Nancy Moshier

**RESOLVED:** To approve changes to the FY 2023-24 Municipal Fee Schedule to increase the full-time police officer per-minute rate fee from \$0.87 to \$0.93 and to add a new Water System Connection Permit and Inspection Fee of \$100.00.

6. Schedule FY 2024-25 Budget Work Sessions

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Kenneth VanPortfliet, Council Member
<b>SECONDER:</b>	Stan Ford, Council Member
<b>AYES:</b>	Jerry Narsh, Teresa L Rutt, Stan Ford, Kenneth VanPortfliet
<b>EXCUSED:</b>	Carl Cyrowski, Michael Lamb, Nancy Moshier

**RESOLVED:** To schedule FY 2024-25 budget work sessions for the following dates and times: April 10th, 2024 at 6:30 PM , April 11th, 2024 at 6:30 PM, April 15th, 2024 at 6:30 PM.

**11. Call to the Public**

Francesca Kemendora, spoke about the current upcoming election and his concerns with the ability to run for the upcoming election based on the Village charter requirements.

## 12. Council Comments

Council member Ford stated the Paint Creek Trail 40th anniversary run will be held at the memorial event in Rochester rather than being held in April as before mentioned. He also spoke about the recognition event that he attended for the Lake Orion DDA, where they had received an award for their trolley services.

Pro Temm Rutt thanked the DPW for their work in cleaning up the Village for spring clean up.

Council member VanPortfliet attended the DDA meeting in March and encouraged the public to attend the meetings in the future. He also attended the SEMCOG meeting and briefly went over some of the innovative ideas from the past SEMCOG meeting.

President Narsh stated that with the good weather approaching, it's important for the residents to watch out for motorcycles. He also encourages residents to look at the Village and DDA's websites and come to the local meetings when seeking out public information.

## 13. Village Manager Comments

Village Manager McClary briefly went over the following:

- SEMCOG funding; the Village was awarded funding and was 1 out of the 15 communities that were selected for funding for reimbursement for Paser ratings.
- Lake level management; Public works is in the process of raising the water level in Lake Orion over the period of the next four weeks.
- Acting Police Chief; Lindberg currently joined the team March 18 on a temporary basis until recruitment and selection of a permanent Chief of Police is completed.
- Police Officer Recruitment; Chief Lindberg is focused on recruiting new police officers for the department.
- FY 24-25 budget preparation update; April 8<sup>th</sup> the proposed budget will be submitted to council.
- Sanitary sewer pump station; the Village should receive the \$1.75 million funding up front rather than in disbursements on a reimbursement basis.
- CivicPlus meetings essential agenda management system; Administrative staff will receive training on the new agenda management system tomorrow afternoon. The council meeting for April 8<sup>th</sup> will be done on the new agenda management system.

## 14. Closed Session Items

1. Clerk/Treasurer Annual Performance Evaluation

<b>RESULT:</b>	<b>POSTPONED [UNANIMOUS]</b>	<b>Next: 4/8/2024 7:30 PM</b>
<b>MOVER:</b>	Jerry Narsh, President	
<b>SECONDER:</b>	Teresa L Rutt, President Pro Tem	
<b>AYES:</b>	Jerry Narsh, Teresa L Rutt, Stan Ford, Kenneth VanPortfliet	
<b>EXCUSED:</b>	Carl Cyrowski, Michael Lamb, Nancy Moshier	

**RESOLVED: POSTPONED UNTIL APRIL 8<sup>TH</sup>, 2024 REGULAR VILLAGE COUNCIL MEETING.**

2. Village Manager Annual Performance Evaluation

<b>RESULT:</b>	<b>POSTPONED [UNANIMOUS]</b>	<b>Next: 4/8/2024 7:30 PM</b>
<b>MOVER:</b>	Jerry Narsh, President	
<b>SECONDER:</b>	Teresa L Rutt, President Pro Tem	
<b>AYES:</b>	Jerry Narsh, Teresa L Rutt, Stan Ford, Kenneth VanPortfliet	
<b>EXCUSED:</b>	Carl Cyrowski, Michael Lamb, Nancy Moshier	

**RESOLVED: POSTPONED UNTIL APRIL 8<sup>TH</sup>, 2024 REGULAR VILLAGE COUNCIL MEETING.**

15. Reconvene to Open Session

16. Business From Closed Session

17. Adjournment

**Motion to:** adjourn the Monday, March 25, 2024, regular Village Council meeting.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Jerry Narsh, President
<b>SECONDER:</b>	Teresa L Rutt, President Pro Tem
<b>AYES:</b>	Jerry Narsh, Teresa L Rutt, Stan Ford, Kenneth VanPortfliet
<b>EXCUSED:</b>	Carl Cyrowski, Michael Lamb, Nancy Moshier

The Monday, March 25th, 2024, regular Village Council meeting adjourned at 8:20 PM.

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Jerry Narsh  
President

\_\_\_\_\_  
Sonja Stout  
Village Clerk/Treasurer

Date Approved: as presented April 8<sup>th</sup>, 2024.

DRAFT



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**COUNCIL ACTION SUMMARY SHEET**

**MEETING DATE:** April 08, 2024

**TOPIC** Receive and File March 2024 Police Department Activity Report

**BACKGROUND BRIEF:**

Administration is requesting that Village Council receive and file the monthly activity report for the Police Department.

**SUMMARY OF PREVIOUS COUNCIL ACTION:**

**FINANCIAL IMPACT:**

**RECOMMENDED MOTION:**

To receive and file the March 2024 Police Department Activity Report.

# Lake Orion Police Monthly Ordinance Report

MONTH: March 2024					
Item:	Hammond	Ward			Total
Vehicles Checked	2	4			6
Vehicles Tagged					0
Vehicles Towed					0
Abandoned Vehicle Tickets					0
Finger Prints	2	2			4
Ticketed Ordinance Violations					0
Junk/ garbage Investigated	1	1			2
Ordinance Warnings					0
Tall Grass/Weeds Violations					0
Zoning Issues	4				4
Handicap Parking Tickets					0
Other Parking Tickets		3			3
Snow/ Snow Removal Violations					0
Property Maintenance/ Inspections	1				1
Sign Violations	2	4			6
Vehicle Lockouts	2	3			5
<b>TOTAL:</b>	14	14			28
Hours Worked	64	104			168
Hours in HUD District (CDBG)	7	18			25



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
<b>RESERVE COMMAND STAFF</b>													
Cmdr BAUER	11	7	12										30
Asst Cmdr TRENZI	3		8										11
Sgt AIELLO	6	3	8										17
Sgt ROHRBORN	3		4										7
Sgt HAMMOND	3	20	12										35
<b>RESERVE OFFICERS</b>													
Ofc CAMPO	5	2	3										10
Ofc DREW													
Ofc DUNHAM													
Ofc ISAACSON													
Ofc KUCHENMEISTER													
Ofc MAZZOLA													
Ofc MIRKU													
Ofc RUFFINI			3										3
Ofc WARD													
Ofc WOLFF													
Ofc MIHACSI	24	22											46
Ofc SERRAIOCO													
Ofc STALKER			3										3
Ofc RYAN HAMMOND													
<b>TOTAL RESERVE SUPPORT HOURS</b>													
Month Total	55	54	53										
												<b>YTD Total</b>	<b>162</b>

Medical leave  
 Attending Reserve Academy  
 Suspended





	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Mar Total	YTD			
<b>COMMAND STAFF</b>																																				
Cmdr BAUER	5							3	3				2																					12	30	
Asst Cmdr TERENCE								3	5																									8	11	
Sgt AIELLO								3	5																									8	17	
Sgt ROHRBORN									4																									4	7	
Sgt HAMMOND								4	3				2	4																				12	35	
<b>RESERVE OFFICERS</b>																																				
Ofc CAMPO									3																									3	10	
Ofc DREW																																				
Ofc DUNHAM																																				
Ofc ISAACSON																																				
Ofc KUCHENMEISTER																																				
Ofc MAZZOLA																																				
Ofc MIRKU																																				
Ofc RUFFINI									3																										3	3
Ofc WARD																																				
Ofc WOLFF																																				
Ofc MIHACSI																																				46
Ofc SERRAIOCO																																				
Ofc STALKER									3																										3	3
Ofc RYAN HAMMOND																																				
<b>March Total</b>																																				
March Total	5							16	25				4	4																				53	162	

# CLEAR-060 ARREST COMPARISON REPORT

Report for Month: 3 / Year: 2024



Section 6, Item F.

## Lake Orion PD

CLASS	Description	ADULT						JUVENILE					
		Mar/2024	Mar/2023	% CHG	YTD 2024	YTD 2023	% CHG	Mar/2024	Mar/2023	% CHG	YTD 2024	YTD 2023	% CHG
1313	ASSAULT/ BATTERY/SIMPLE (INCL DOMESTIC AND POLICE	0	0	0%	0	2	-100.0%	0	0	0%	0	0	0%
13001	NONAGGRAVATED ASSAULT	0	0	0%	0	2	-100.0%	0	0	0%	0	0	0%
2202	B&E - BURGLARY - FORCED ENTRY - RESIDENCE - HOME I	1	0	0%	1	0	0%	0	0	0%	0	0	0%
22001	BURGLARY -FORCED ENTRY	1	0	0%	1	0	0%	0	0	0%	0	0	0%
3074	RETAIL FRAUD THEFT 2ND DEGREE	0	0	0%	0	1	-100.0%	0	0	0%	0	0	0%
30002	RETAIL FRAUD -THEFT	0	0	0%	0	1	-100.0%	0	0	0%	0	0	0%
<b>Total Part Crimepart Arrests</b>		1		0%	1	3	-66.7%	0	0	0%	0	0	0%
2606	NON-SUFFICIENT FUNDS CHECKS	0	1	-100.0%	0	1	-100.0%	0	0	0%	0	0	0%
26006	FRAUD -BAD CHECKS	0	1	-100.0%	0	1	-100.0%	0	0	0%	0	0	0%
4801	RESISTING OFFICER	0	0	0%	1	0	0%	0	0	0%	0	0	0%
48000	OBSTRUCTING POLICE	0	0	0%	1	0	0%	0	0	0%	0	0	0%
8027	OPERATING W/BLOOD ALCOHOL CONTENT OF .17% OR AB	0	1	-100.0%	0	1	-100.0%	0	0	0%	0	0	0%
8041	OPERATING UNDER THE INFLUENCE OF ALCOHOL / LIQUO	0	1	-100.0%	0	3	-100.0%	0	0	0%	0	0	0%
80413	OPERATING UNDER THE INFLUENCE OF ALCOHOL / LIQUO	0	0	0%	0	1	-100.0%	0	0	0%	0	0	0%
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRU	0	2	-100.0%	0	5	-100.0%	0	0	0%	0	0	0%
5707	TRESPASS (OTHER)	0	0	0%	0	0	0%	0	0	0%	0	0	0%
57001	TRESPASS	0	0	0%	0	0	0%	0	0	0%	0	0	0%
<b>Total Part Crimepart Arrests</b>		0	3	-100.0%	1	6	-83.3%	0	0	0%	0	0	0%
C2931	DWLS OPS LICENSE SUSPENDED / REVOKED	2	2	0%	2	4	-50.0%	0	0	0%	0	0	0%
C2933	VEHICLE REGISTRATION - IMPROPER / EXPIRED	0	0	0%	0	2	-100.0%	0	0	0%	0	0	0%
C2936	OPS - NEVER ACQUIRED - NOLEA	1	0	0%	1	0	0%	0	0	0%	0	0	0%
2900	TRAFFIC OFFENSES	3	2	50.0%	3	6	-50.0%	0	0	0%	0	0	0%
C3020	MISDEMEANOR ARREST WARRANT (ORIGINATING AGENC	2	0	0%	2	5	-60.0%	0	0	0%	0	0	0%
C3050	MISDEMEANOR ARREST WARRANT - OTHER JURISDICTIO	0	0	0%	0	3	-100.0%	0	0	0%	0	0	0%
3000	WARRANTS	2	0	0%	2	8	-75.0%	0	0	0%	0	0	0%
<b>Total Part Crimepart Arrests</b>		5	2	150.0%	5	14	-64.3%	0	0	0%	0	0	0%
C4015	RECKLESS DRIVING CITATION	0	1	-100.0%	0	1	-100.0%	0	0	0%	0	0	0%



# CLEAR-060 ARREST COMPARISON REPORT

Report for Month: 3 / Year: 2024

Lake Orion PD



Section 6, Item F.

CLASS	Description	ADULT						JUVENILE					
		Mar/2024	Mar/2023	% CHG	YTD 2024	YTD 2023	% CHG	Mar/2024	Mar/2023	% CHG	YTD 2024	YTD 2023	% CHG
C4041	SPEEDING CITATION	0	1	-100.0%	0	1	-100.0%	0	0	0%	0	0	0%
C4067	ALLOW UNLICENSED DRIVER TO OPERATE VEHICLE	0	1	-100.0%	0	1	-100.0%	0	0	0%	0	0	0%
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	3	-100.0%	0	3	-100.0%	0	0	0%	0	0	0%
C4307	DROVE W/EXPIRED OPS	0	1	-100.0%	0	1	-100.0%	0	0	0%	0	0	0%
C4399	OTHER LICENSE/TITLE/REGIS	0	0	0%	0	0	0%	0	0	0%	0	0	0%
4300	LICENSE / TITLE / REGISTRATION CITATIONS	0	1	-100.0%	0	1	-100.0%	0	0	0%	0	0	0%
<b>Total Part Crimepart Arrests</b>		0	4	-100.0%		4	-100.0%	0	0	0%	0	0	0%
<b>Total for all Crime Parts</b>		6	9	-33.3%	7	27	-74.1%	0	0	0%	0	0	0%



All offenses that were Attempted or Completed

CLASS	Description	Mar/2024	Mar/2023	% CHG	YTD 2024	YTD 2023	% CHG	ARRESTS					
								ARRESTS		JUV		Totals	
								Mar/2024	YTD	Mar/2024	YTD	Mar	YTD
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC IST DEG	0	0	0%	0	1	-100.0%	0	0	0	0	0	0
13001	NONAGGRAVATED ASSAULT	1	1	0%	1	4	-75.0%	0	0	0	0	0	0
13002	AGGRAVATED/FELONIOUS ASSAULT	1	0	0%	1	1	0%	0	0	0	0	0	0
13003	INTIMIDATION/STALKING	0	2	-100.0%	0	3	-100.0%	0	0	0	0	0	0
22001	BURGLARY -FORCED ENTRY	1	0	0%	1	0	100.0%	1	1	0	0	1	1
23003	LARCENY -THEFT FROM BUILDING	0	0	0%	1	0	100.0%	0	0	0	0	0	0
23005	LARCENY -THEFT FROM MOTOR VEHICLE	0	0	0%	0	3	-100.0%	0	0	0	0	0	0
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE G	0	0	0%	2	0	200.0%	0	0	0	0	0	0
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	1	0	0%	1	0	100.0%	0	0	0	0	0	0
26007	FRAUD - IDENTITY THEFT	0	0	0%	0	2	-100.0%	0	0	0	0	0	0
30002	RETAIL FRAUD -THEFT	0	0	0%	0	1	-100.0%	0	0	0	0	0	0
52001	WEAPONS OFFENSE- CONCEALED	0	0	0%	0	1	-100.0%	0	0	0	0	0	0
<b>Totals for Part A</b>		<b>4</b>	<b>3</b>	<b>33.33%</b>	<b>7</b>		<b>-56.25%</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>
26006	FRAUD -BAD CHECKS	0	1	-100.0%	0	1	-100.0%	0	0	0	0	0	0
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	0	0	0%	0	1	-100.0%	0	0	0	0	0	0
48000	OBSTRUCTING POLICE	0	0	0%	1	0	100.0%	0	1	0	0	0	1
50000	OBSTRUCTING JUSTICE	0	0	0%	0	1	-100.0%	0	0	0	0	0	0
53002	PUBLIC PEACE -OTHER	1	0	0%	1	1	0%	0	0	0	0	0	0
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR	0	2	-100.0%	0	5	-100.0%	0	0	0	0	0	0
57001	TRESPASS	2	0	0%	5	0	500.0%	0	0	0	0	0	0
<b>Totals for Part B</b>		<b>3</b>	<b>3</b>	<b>0.00%</b>	<b>7</b>		<b>-22.22%</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
2800	JUVENILE OFFENSES AND COMPLAINTS	1	0	0%	2	1	100.0%	0	0	0	0	0	0
2900	TRAFFIC OFFENSES	3	4	-25.0%	5	17	-70.6%	3	3	0	0	3	3
3000	WARRANTS	1	3	-66.7%	1	16	-93.8%	2	2	0	0	2	2
3100	TRAFFIC CRASHES	9	11	-18.2%	22	29	-24.1%	0	0	0	0	0	0
3200	SICK / INJURY COMPLAINT	5	12	-58.3%	14	30	-53.3%	0	0	0	0	0	0
3300	MISCELLANEOUS COMPLAINTS	60	293	-79.5%	146	467	-68.7%	0	0	0	0	0	0
3500	NON - CRIMINAL COMPLAINTS	42	111	-62.2%	156	320	-51.3%	0	0	0	0	0	0
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	8	20	-60.0%	69	53	30.2%	0	0	0	0	0	0
3800	ANIMAL COMPLAINTS	1	0	0%	1	2	-50.0%	0	0	0	0	0	0

# CLEAR-065 MONTHLY SUMMARY OF OFFENSES

PERIOD 03/01/2024 Thru 03/31/2024



Section 6, Item F.

All offenses that were Attempted or Completed

CLASS	Description	Mar/2024	Mar/2023	% CHG	YTD 2024	YTD 2023	% CHG	ARRESTS					
								ARRESTS		JUV		Totals	
								Mar/2024	YTD	Mar/2024	YTD	Mar	YTD
3900	ALARMS	6	12	-50.0%	14	24	-41.7%	0	0	0	0	0	0
<b>Totals for Part C</b>		<b>136</b>	<b>466</b>	<b>-70.82%</b>	<b>430</b>		<b>-55.16%</b>	<b>5</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>5</b>
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	14	57	-75.4%	21	205	-89.8%	0	0	0	0	0	0
4100	NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	9	5	80.0%	12	38	-68.4%	0	0	0	0	0	0
4200	PARKING CITATIONS	0	5	-100.0%	1	27	-96.3%	0	0	0	0	0	0
4300	LICENSE / TITLE / REGISTRATION CITATIONS	2	8	-75.0%	2	18	-88.9%	0	0	0	0	0	0
<b>Totals for Part D</b>		<b>25</b>	<b>75</b>	<b>-66.67%</b>	<b>36</b>		<b>-87.50%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
6000	MISCELLANEOUS ACTIVITIES (6000)	0	0	0%	0	2	-100.0%	0	0	0	0	0	0
6100	MISCELLANEOUS ACTIVITIES (6100)	0	1	-100.0%	0	1	-100.0%	0	0	0	0	0	0
<b>Totals for Part F</b>			<b>1</b>	<b>-100.00%</b>			<b>#####</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Group Crimepart Totals</b>		<b>168</b>	<b>548</b>	<b>-69.3%</b>	<b>480</b>	<b>1275</b>	<b>-0.62</b>	<b>6</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>7</b>
<b>Totals for all Groups:</b>		<b>168</b>	<b>548</b>	<b>-69.3%</b>	<b>480</b>		<b>-62.4%</b>	<b>6</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>7</b>



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**COUNCIL ACTION SUMMARY SHEET**

**MEETING DATE:** April 8, 2024

**TOPIC** Financial Statements-March 2024

**BACKGROUND BRIEF:** Attached are the financial statements for March 2024 for your review.

**SUMMARY OF PREVIOUS COUNCIL ACTION:**

**FINANCIAL IMPACT:**

**RECOMMENDED MOTION:** To receive and file the financial reports for March 2024.

**ATTACHMENTS:**

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
Dept 000 - REVENUE						
101-000-402-000	Current Real Property Taxes	1,282,734.00	1,309,818.45	5,282.46	(27,084.45)	102.11
101-000-405-000	Property Tax - Personal	30,000.00	1,410.68	0.00	28,589.32	4.70
101-000-406-000	In Lieu of Taxes	37,000.00	38,912.63	0.00	(1,912.63)	105.17
101-000-412-000	Property Tax - DPPT P/Y & C/Y	0.00	7.13	0.00	(7.13)	100.00
101-000-439-000	State Grant-Adult Use Marijuana	45,000.00	59,086.35	0.00	(14,086.35)	131.30
101-000-441-000	Local Community Stabilization Share Tax	1,000.00	0.00	0.00	1,000.00	0.00
101-000-445-000	Penalties & Interest on Taxes	4,000.00	3,581.34	0.00	418.66	89.53
101-000-460-000	Dog License Revenue	100.00	0.00	0.00	100.00	0.00
101-000-476-000	Buisness Licenses and Permits	10,000.00	10,000.00	0.00	0.00	100.00
101-000-528-100	Federal Grants Other - State CRLGG	0.00	0.00	0.00	0.00	0.00
101-000-528-200	Federal Grants Other - County CARES	0.00	0.00	0.00	0.00	0.00
101-000-547-000	State Grant - Other	0.00	0.00	0.00	0.00	0.00
101-000-567-000	STATE GRANTS- MRE REVENUE	0.00	0.00	0.00	0.00	0.00
101-000-574-000	State Grants- State Shared Revenue	300,000.00	176,102.00	0.00	123,898.00	58.70
101-000-574-003	State Shared Relief Assistance	0.00	0.00	0.00	0.00	0.00
101-000-576-000	METRO (Act 48) Revenue	10,000.00	0.00	0.00	10,000.00	0.00
101-000-607-000	Fees	25,000.00	142,810.00	1,125.00	(117,810.00)	571.24
101-000-634-000	Cemetery Opening/Closing Rev	0.00	0.00	0.00	0.00	0.00
101-000-636-000	Cemetery Foundations	0.00	0.00	0.00	0.00	0.00
101-000-640-000	Garbage Collection Fees	213,200.00	86,197.75	333.14	127,002.25	40.43
101-000-643-000	Cemetery Lot Sale	0.00	0.00	0.00	0.00	0.00
101-000-653-000	Park Fees	10,000.00	10,206.36	0.00	(206.36)	102.06
101-000-655-000	Boat Dock Pass Fees	15,000.00	1,125.00	825.00	13,875.00	7.50
101-000-664-000	Interest Earnings	4,000.00	9,861.20	75.81	(5,861.20)	246.53
101-000-671-999	Appropriation from Fund Balanc	0.00	0.00	0.00	0.00	0.00
101-000-673-000	Gain/Loss on Sale of Assets	0.00	0.00	0.00	0.00	0.00
101-000-675-000	Donations	0.00	0.00	0.00	0.00	0.00
101-000-676-248	Reimbursement - Admin Fee - DDA	72,800.00	52,499.97	5,833.33	20,300.03	72.12
101-000-676-395	Trnsf from Road Debt Fund	0.00	0.00	0.00	0.00	0.00
101-000-676-592	Reimbursement -Admin Fee - W&S	121,400.00	91,026.00	10,114.00	30,374.00	74.98
101-000-679-000	Reimbursements-Worker's Comp	0.00	0.00	0.00	0.00	0.00
101-000-681-000	Reimb - Insurance Claims	0.00	0.00	0.00	0.00	0.00
101-000-682-000	Reimbursement-CDBG	0.00	39,303.00	0.00	(39,303.00)	100.00
101-000-682-001	Reimburse - NSP	0.00	0.00	0.00	0.00	0.00
101-000-683-000	Reimbursements-Other	0.00	17.12	0.00	(17.12)	100.00
101-000-683-248	Reimbursement- DDA	0.00	0.00	0.00	0.00	0.00
101-000-689-000	Reimburse Insurance Dividends	0.00	5,896.00	0.00	(5,896.00)	100.00
101-000-694-000	Miscellaneous	2,500.00	(645.60)	374.96	3,145.60	(25.82)
101-000-699-202	Interfund Transfer in - Major Streets	0.00	0.00	0.00	0.00	0.00
101-000-699-203	Interfund Transfer In - Local Streets	0.00	0.00	0.00	0.00	0.00
101-000-699-248	Interfund Transfer In - DDA	0.00	0.00	0.00	0.00	0.00
101-000-699-592	Transfers Water Sewer	0.00	0.00	0.00	0.00	0.00
101-000-699-711	Transfers Cemetery	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - REVENUE		2,183,734.00	2,037,215.38	23,963.70	146,518.62	93.29
TOTAL REVENUES		2,183,734.00	2,037,215.38	23,963.70	146,518.62	93.29

Expenditures  
 Dept 101 - VILLAGE COUNCIL

101-101-701-000	Wages	2,500.00	1,113.69	0.00	1,386.31	44.55
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\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
<b>Fund 101 - GENERAL FUND</b>						
<b>Expenditures</b>						
101-101-701-019	COVID 19 PAYROLL	0.00	0.00	0.00	0.00	0.00
101-101-715-000	Social Security	192.00	86.58	0.00	105.42	45.09
101-101-956-000	Dues & Miscellaneous	120.00	0.00	0.00	120.00	0.00
101-101-957-000	Education & Training	1,800.00	0.00	0.00	1,800.00	0.00
101-101-960-000	Mileage	0.00	0.00	0.00	0.00	0.00
<b>Total Dept 101 - VILLAGE COUNCIL</b>		<b>4,612.00</b>	<b>1,200.27</b>	<b>0.00</b>	<b>3,411.73</b>	<b>26.02</b>
<b>Dept 171 - VILLAGE MANAGER</b>						
101-171-701-000	Wages	91,052.00	73,724.35	6,996.80	17,327.65	80.97
101-171-701-019	COVID 19 PAYROLL	0.00	0.00	0.00	0.00	0.00
101-171-715-000	Social Security	7,533.00	6,099.81	583.46	1,433.19	80.97
101-171-716-000	Health Insurance- Medical	6,000.00	4,510.35	1,500.00	1,489.65	75.17
101-171-717-000	Life & Disability Insurance	1,035.00	750.48	82.20	284.52	72.51
101-171-718-000	Dental Insurance	0.00	1.72	0.00	(1.72)	100.00
101-171-719-000	Pension	13,260.00	10,783.89	1,144.02	2,476.11	81.33
101-171-721-000	Vision Care	0.00	8.95	0.00	(8.95)	100.00
101-171-956-000	Dues & Miscellaneous	1,250.00	1,104.88	0.00	145.12	88.39
101-171-957-000	Education & Training	3,500.00	1,183.84	573.84	2,316.16	33.82
101-171-960-000	Mileage	7,500.00	4,290.46	630.00	3,209.54	57.21
101-171-977-000	Capital Outlay	0.00	0.00	0.00	0.00	0.00
<b>Total Dept 171 - VILLAGE MANAGER</b>		<b>131,130.00</b>	<b>102,458.73</b>	<b>11,510.32</b>	<b>28,671.27</b>	<b>78.14</b>
<b>Dept 215 - VILLAGE CLERK</b>						
101-215-701-000	Wages	70,395.00	54,133.24	0.00	16,261.76	76.90
101-215-701-019	COVID 19 PAYROLL	0.00	0.00	0.00	0.00	0.00
101-215-702-000	Wages Part Time	0.00	0.00	0.00	0.00	0.00
101-215-715-000	Social Security	5,386.00	4,141.19	0.00	1,244.81	76.89
101-215-716-000	Health Insurance- Medical	12,400.00	5,597.72	0.00	6,802.28	45.14
101-215-717-000	Life & Disability Insurance	900.00	305.23	0.00	594.77	33.91
101-215-718-000	Dental Insurance	680.00	264.98	0.00	415.02	38.97
101-215-719-000	Pension	6,300.00	3,330.63	0.00	2,969.37	52.87
101-215-721-000	Vision Care	125.00	54.87	0.00	70.13	43.90
101-215-727-000	Supplies	450.00	376.58	0.00	73.42	83.68
101-215-727-001	Election Supplies	15,633.00	15,632.49	0.00	0.51	100.00
101-215-801-000	Contractual Services	10,000.00	7,053.61	0.00	2,946.39	70.54
101-215-900-000	Printing and Publication	4,000.00	363.10	0.00	3,636.90	9.08
101-215-956-000	Dues & Miscellaneous	500.00	0.00	0.00	500.00	0.00
101-215-957-000	Education & Training	1,500.00	0.00	0.00	1,500.00	0.00
101-215-960-000	Mileage	100.00	0.00	0.00	100.00	0.00
101-215-977-000	Capital Outlay	0.00	0.00	0.00	0.00	0.00
<b>Total Dept 215 - VILLAGE CLERK</b>		<b>128,369.00</b>	<b>91,253.64</b>	<b>0.00</b>	<b>37,115.36</b>	<b>71.09</b>
<b>Dept 228 - Information Technology</b>						
101-228-801-000	Contractual Services	29,000.00	28,157.98	2,422.00	842.02	97.10
101-228-931-000	Repair & Maintenance-Equipment	3,000.00	2,534.56	0.00	465.44	84.49
101-228-957-000	Education & Training	0.00	0.00	0.00	0.00	0.00



\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
Total Dept 228 - Information Technology		32,000.00	30,692.54	2,422.00	1,307.46	95.91
Dept 253 - TREASURER						
101-253-701-000	Wages	74,500.00	50,267.74	5,515.31	24,232.26	67.47
101-253-701-019	COVID 19 PAYROLL	0.00	0.00	0.00	0.00	0.00
101-253-702-000	Wages Part Time	57,943.00	46,281.61	4,893.58	11,661.39	79.87
101-253-702-001	Overtime Wages	0.00	0.00	0.00	0.00	0.00
101-253-715-000	Social Security	9,974.00	7,386.02	796.27	2,587.98	74.05
101-253-716-000	Health Insurance- Medical	23,230.00	4,500.00	1,500.00	18,730.00	19.37
101-253-717-000	Life & Disability Insurance	1,785.00	954.22	97.30	830.78	53.46
101-253-718-000	Dental Insurance	566.00	430.76	42.85	135.24	76.11
101-253-719-000	Pension	4,630.00	2,042.25	573.08	2,587.75	44.11
101-253-721-000	Vision Care	124.00	89.50	8.95	34.50	72.18
101-253-801-000	Contractual Services	10,080.00	189.74	0.00	9,890.26	1.88
101-253-956-000	Dues & Miscellaneous	150.00	99.00	99.00	51.00	66.00
101-253-957-000	Education & Training	3,000.00	1,302.85	599.00	1,697.15	43.43
101-253-960-000	Mileage	350.00	87.77	0.00	262.23	25.08
Total Dept 253 - TREASURER		186,332.00	113,631.46	14,125.34	72,700.54	60.98
Dept 255 - COMMUNITY DEVELOPMENT						
101-255-882-000	Women's Survival	0.00	0.00	0.00	0.00	0.00
101-255-930-000	NSP - Repair and Maintenance	0.00	0.00	0.00	0.00	0.00
101-255-956-000	NSP - Miscellaneous	0.00	0.00	0.00	0.00	0.00
101-255-971-000	NSP - Property Acquisition	0.00	0.00	0.00	0.00	0.00
101-255-975-001	Sidewalks	0.00	0.00	0.00	0.00	0.00
101-255-975-002	Street Trees	0.00	0.00	0.00	0.00	0.00
101-255-975-003	Storm Drains	0.00	0.00	0.00	0.00	0.00
101-255-975-004	Meeks Park Bridge Project	0.00	0.00	0.00	0.00	0.00
Total Dept 255 - COMMUNITY DEVELOPMENT		0.00	0.00	0.00	0.00	0.00
Dept 260 - GENERAL ACTIVITIES						
101-260-701-000	Wages	43,919.00	34,893.65	3,672.85	9,025.35	79.45
101-260-701-019	COVID 19 PAYROLL	0.00	0.00	0.00	0.00	0.00
101-260-702-000	Wages Part Time	17,813.00	6,751.28	505.12	11,061.72	37.90
101-260-702-001	Overtime Wages	0.00	0.00	0.00	0.00	0.00
101-260-702-002	Wages Part Time Clerk	0.00	0.00	0.00	0.00	0.00
101-260-702-003	Wages-Parks	0.00	0.00	0.00	0.00	0.00
101-260-702-004	Stipends-Interns	0.00	0.00	0.00	0.00	0.00
101-260-715-000	Social Security	4,753.00	3,074.80	304.32	1,678.20	64.69
101-260-716-000	Health Insurance- Medical	9,976.00	7,577.50	738.42	2,398.50	75.96
101-260-716-001	Health Insurance-Retirees	13,200.00	8,600.84	856.19	4,599.16	65.16
101-260-716-002	Retiree Health 115 Trust	10,000.00	0.00	0.00	10,000.00	0.00
101-260-717-000	Life & Disability Insurance	847.00	535.52	65.87	311.48	63.23
101-260-718-000	Dental Insurance	690.00	393.53	42.85	296.47	57.03
101-260-719-000	Pension	87,125.00	69,078.12	7,351.36	18,046.88	79.29
101-260-721-000	Vision Care	124.00	81.71	8.95	42.29	65.90
101-260-722-000	Worker's Comp. Insurance	4,203.00	1,547.72	539.00	2,655.28	3
101-260-722-001	Workers Comp-Elected/Lifeguard	100.00	0.00	0.00	100.00	5
101-260-727-000	Supplies	8,797.00	4,849.17	639.14	3,947.83	5

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
101-260-727-001	Election Supplies	0.00	0.00	0.00	0.00	0.00
101-260-727-019	OFFICE SUPPLIES-COVID	0.00	0.00	0.00	0.00	0.00
101-260-728-000	Cleaning Supplies	1,300.00	351.04	0.00	948.96	27.00
101-260-729-000	Postage	5,000.00	2,571.21	500.00	2,428.79	51.42
101-260-730-000	Copier Lease	8,320.00	4,204.03	1,205.78	4,115.97	50.53
101-260-801-000	Contractual Services	100.00	227.50	227.50	(127.50)	227.50
101-260-823-000	Website/Software	7,000.00	4,745.90	92.72	2,254.10	67.80
101-260-830-000	Solid Waste Collection	213,200.00	168,400.34	0.00	44,799.66	78.99
101-260-851-000	Telephone	9,500.00	5,161.57	349.94	4,338.43	54.33
101-260-900-000	Printing and Publication	500.00	150.00	0.00	350.00	30.00
101-260-920-000	Utilities	31,500.00	17,666.93	2,407.19	13,833.07	56.09
101-260-921-000	Municipal Street Lighting	42,000.00	31,003.15	4,158.22	10,996.85	73.82
101-260-922-000	Repair & Mtn-Lights	0.00	0.00	0.00	0.00	0.00
101-260-930-000	Repair and Maintenance	24,000.00	10,636.97	606.93	13,363.03	44.32
101-260-930-001	Building Renovation	7,000.00	4,509.00	0.00	2,491.00	64.41
101-260-931-000	Repair & Maintenance-Equipment	2,500.00	2,181.47	0.00	318.53	87.26
101-260-956-000	Dues & Miscellaneous	10,600.00	11,874.41	67.94	(1,274.41)	112.02
101-260-961-000	Tax Tribunal Refunds	0.00	0.00	0.00	0.00	0.00
101-260-977-000	Capital Outlay	3,500.00	1,341.00	0.00	2,159.00	38.31
Total Dept 260 - GENERAL ACTIVITIES		567,567.00	402,408.36	24,340.29	165,158.64	70.90
Dept 721 - PLANNING AND ZONING						
101-721-702-000	Wages Part Time	0.00	227.82	0.00	(227.82)	100.00
101-721-715-000	Social Security	0.00	17.45	0.00	(17.45)	100.00
101-721-716-000	Health Insurance- Medical	0.00	0.00	0.00	0.00	0.00
101-721-717-000	Life & Disability Insurance	0.00	0.00	0.00	0.00	0.00
101-721-718-000	Dental Insurance	0.00	0.00	0.00	0.00	0.00
101-721-719-000	Pension	0.00	0.00	0.00	0.00	0.00
101-721-726-000	Supplies	500.00	48.34	0.00	451.66	9.67
101-721-801-000	Contractual Services	10,000.00	1,830.00	1,200.00	8,170.00	18.30
101-721-829-000	Planner Services	47,250.00	33,335.00	4,095.00	13,915.00	70.55
101-721-832-000	Planner Retainer	0.00	0.00	0.00	0.00	0.00
101-721-832-001	Planner-Other Services	4,000.00	1,500.00	0.00	2,500.00	37.50
101-721-840-000	Planner - Retainer	11,000.00	8,300.00	1,300.00	2,700.00	75.45
101-721-863-000	Travel Expense	0.00	0.00	0.00	0.00	0.00
101-721-956-000	Dues & Miscellaneous	0.00	0.00	0.00	0.00	0.00
101-721-957-000	Education & Training	2,500.00	0.00	0.00	2,500.00	0.00
101-721-960-000	Mileage	0.00	0.00	0.00	0.00	0.00
Total Dept 721 - PLANNING AND ZONING		75,250.00	45,258.61	6,595.00	29,991.39	60.14
Dept 751 - PARKS AND RECREATION						
101-751-702-001	Overtime Wages	300.00	0.00	0.00	300.00	0.00
101-751-708-000	Wages - Lifeguards	21,630.00	17,623.41	0.00	4,006.59	81.48
101-751-715-000	Social Security	1,957.00	1,348.17	0.00	608.83	68.89
101-751-726-000	Supplies	4,000.00	615.41	51.00	3,384.59	15.39
101-751-801-000	Contractual Services	3,000.00	299.97	0.00	2,700.03	10.00
101-751-806-000	Engineering	3,000.00	0.00	0.00	3,000.00	
101-751-829-000	Planner Services	0.00	0.00	0.00	0.00	
101-751-850-000	Telephone - Green's Park	0.00	0.00	0.00	0.00	

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
101-751-920-000	Utilities	1,100.00	857.06	77.35	242.94	77.91
101-751-931-000	Repair/Maint - Equipment	500.00	398.63	0.00	101.37	79.73
101-751-932-000	Repair/Maint - Grounds	6,000.00	5,168.40	124.64	831.60	86.14
101-751-956-000	Dues & Miscellaneous	0.00	0.00	0.00	0.00	0.00
101-751-977-000	Capital Outlay	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 751 - PARKS AND RECREATION		46,487.00	26,311.05	252.99	20,175.95	56.60
Dept 851 - INSURANCE AND BONDS						
101-851-911-000	Insurance Coverage	74,000.00	70,143.00	0.00	3,857.00	94.79
Total Dept 851 - INSURANCE AND BONDS		74,000.00	70,143.00	0.00	3,857.00	94.79
Dept 880 - CONTRACT SERV - LEAGAL/ACCTING/ENGINEER						
101-880-801-000	Contractual Services	0.00	243.45	243.45	(243.45)	100.00
101-880-805-000	Audit Fees	4,000.00	4,860.50	0.00	(860.50)	121.51
101-880-806-000	Engineering	10,000.00	12,738.75	2,303.75	(2,738.75)	127.39
101-880-810-000	Legal Service Retainer	0.00	0.00	0.00	0.00	0.00
101-880-811-000	Legal Services - Other	45,000.00	16,061.50	445.50	28,938.50	35.69
101-880-812-000	Legal Services - Labor	600.00	0.00	0.00	600.00	0.00
101-880-814-000	OPEB Valuation	4,000.00	1,200.00	1,200.00	2,800.00	30.00
Total Dept 880 - CONTRACT SERV - LEAGAL/ACCTING/ENGINEER		63,600.00	35,104.20	4,192.70	28,495.80	55.20
Dept 964 - TRANSFERS OUT						
101-964-965-125	Transfers DPW	456,819.00	337,500.00	37,500.00	119,319.00	73.88
101-964-965-202	Transfers Major Streets	0.00	0.00	0.00	0.00	0.00
101-964-965-203	Transfer Out - Local Streets	0.00	0.00	0.00	0.00	0.00
101-964-965-207	Transfers Police	400,000.00	42,000.00	0.00	358,000.00	10.50
101-964-965-231	Transfer to Parking Fund	0.00	0.00	0.00	0.00	0.00
101-964-965-398	Transfer Out - N Shore Bridge Debt Serv	0.00	0.00	0.00	0.00	0.00
101-964-965-401	Transfer to Capital Imp Fund	0.00	0.00	0.00	0.00	0.00
Total Dept 964 - TRANSFERS OUT		856,819.00	379,500.00	37,500.00	477,319.00	44.29
TOTAL EXPENDITURES		2,166,166.00	1,297,961.86	100,938.64	868,204.14	59.92
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		2,183,734.00	2,037,215.38	23,963.70	146,518.62	93.29
TOTAL EXPENDITURES		2,166,166.00	1,297,961.86	100,938.64	868,204.14	59.92
NET OF REVENUES & EXPENDITURES		17,568.00	739,253.52	(76,974.94)	(721,685.52)	4,207.95
BEG. FUND BALANCE		864,895.51	864,895.51			
END FUND BALANCE		882,463.51	1,604,149.03			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LAKE ORION  
 PERIOD ENDING 03/31/2024  
 % Fiscal Year Completed: 75.14

Section 10, Item A.

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 151 - CEMETERY TRUST FUND						
Revenues						
Dept 000 - REVENUE						
151-000-643-000	Lot Sales	19,200.00	4,700.00	0.00	14,500.00	24.48
151-000-664-000	Interest Earned	1,050.00	1,183.82	7.26	(133.82)	112.74
151-000-664-001	Interest - Interfund Advances	0.00	3,253.25	0.00	(3,253.25)	100.00
151-000-694-000	Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - REVENUE		20,250.00	9,137.07	7.26	11,112.93	45.12
TOTAL REVENUES		20,250.00	9,137.07	7.26	11,112.93	45.12
Expenditures						
Dept 276 - CEMETERY						
151-276-965-000	Transfer to DPW Fund	0.00	0.00	0.00	0.00	0.00
151-276-965-125	Transfer to DPW Fund	5,250.00	3,937.50	437.50	1,312.50	75.00
151-276-977-000	Capital Outlay	60,000.00	60,000.00	0.00	0.00	100.00
Total Dept 276 - CEMETERY		65,250.00	63,937.50	437.50	1,312.50	97.99
TOTAL EXPENDITURES		65,250.00	63,937.50	437.50	1,312.50	97.99
Fund 151 - CEMETERY TRUST FUND:						
TOTAL REVENUES		20,250.00	9,137.07	7.26	11,112.93	45.12
TOTAL EXPENDITURES		65,250.00	63,937.50	437.50	1,312.50	97.99
NET OF REVENUES & EXPENDITURES		(45,000.00)	(54,800.43)	(430.24)	9,800.43	121.78
BEG. FUND BALANCE		367,198.37	367,198.37			
END FUND BALANCE		322,198.37	312,397.94			

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET FUND						
Revenues						
Dept 000 - REVENUE						
202-000-546-000	State Grant - Highway and Streets	228,000.00	140,852.17	43,457.77	87,147.83	61.78
202-000-547-000	State Grant - Other	0.00	0.00	0.00	0.00	0.00
202-000-664-000	Interest Earnings	1,200.00	3,847.25	14.29	(2,647.25)	320.60
202-000-671-999	Appropriation from Fund Balanc	0.00	0.00	0.00	0.00	0.00
202-000-683-000	Reimbursements-Other	0.00	0.00	0.00	0.00	0.00
202-000-694-000	Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - REVENUE		229,200.00	144,699.42	43,472.06	84,500.58	63.13
TOTAL REVENUES		229,200.00	144,699.42	43,472.06	84,500.58	63.13
Expenditures						
Dept 260 - GENERAL ACTIVITIES						
202-260-722-000	Worker's Comp. Insurance	1,575.00	1,260.90	0.00	314.10	80.06
202-260-801-000	Contractual Services	10,500.00	4,836.00	1,245.00	5,664.00	46.06
202-260-805-000	Audit Fees	1,000.00	559.00	0.00	441.00	55.90
202-260-965-101	Transfer Out - General Fund	0.00	0.00	0.00	0.00	0.00
202-260-965-203	Transfer Out - Local Streets	68,000.00	51,000.03	5,666.67	16,999.97	75.00
Total Dept 260 - GENERAL ACTIVITIES		81,075.00	57,655.93	6,911.67	23,419.07	71.11
Dept 463 - ROUTINE MAINTENANCE						
202-463-701-000	Wages	12,978.00	10,376.06	896.35	2,601.94	79.95
202-463-701-013	Overtime	1,100.00	566.07	0.00	533.93	51.46
202-463-714-000	Fringe Benefits	0.00	0.00	0.00	0.00	0.00
202-463-715-000	Social Security	1,076.00	837.05	68.57	238.95	77.79
202-463-716-000	Health Insurance- Medical	3,200.00	2,549.98	257.84	650.02	79.69
202-463-717-000	Life & Disability Insurance	158.00	125.63	11.35	32.37	79.51
202-463-718-000	Dental Insurance	400.00	256.36	24.87	143.64	64.09
202-463-719-000	Pension	2,363.00	1,972.52	222.45	390.48	83.48
202-463-721-000	Vision Care	74.00	45.65	4.41	28.35	61.69
202-463-726-000	Supplies	2,000.00	820.93	106.44	1,179.07	41.05
202-463-801-000	Contractual Services	8,300.00	8,142.59	0.00	157.41	98.10
202-463-940-000	Equipment Rental	16,800.00	12,178.97	836.15	4,621.03	72.49
202-463-977-000	Capital Outlay	14,648.00	0.00	0.00	14,648.00	0.00
Total Dept 463 - ROUTINE MAINTENANCE		63,097.00	37,871.81	2,428.43	25,225.19	60.02
Dept 474 - TRAFFIC SERVICES						
202-474-701-000	Wages	2,704.00	295.03	0.00	2,408.97	10.91
202-474-701-013	OVERTIME	300.00	0.00	0.00	300.00	0.00
202-474-714-000	Fringe Benefits	0.00	0.00	0.00	0.00	0.00
202-474-715-000	Social Security	232.00	22.57	0.00	209.43	9.73
202-474-716-000	Health Insurance- Medical	1,000.00	79.30	0.00	920.70	7.93
202-474-717-000	Life & Disability Insurance	60.00	2.67	0.00	57.33	4.45
202-474-718-000	Dental Insurance	200.00	7.61	0.00	192.39	3.81
202-474-719-000	Pension	804.00	739.69	83.42	64.31	98.96
202-474-721-000	Vision Care	20.00	1.41	0.00	18.59	9.29
202-474-726-000	Supplies	8,400.00	1,125.38	356.40	7,274.62	13.40

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LAKE ORION  
 PERIOD ENDING 03/31/2024  
 % Fiscal Year Completed: 75.14

Section 10, Item A.

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET FUND						
Expenditures						
202-474-801-000	Contractual Services	5,000.00	1,477.48	39.01	3,522.52	29.55
202-474-940-000	Equipment Rental	2,500.00	188.80	0.00	2,311.20	7.55
202-474-977-000	Capital Outlay	0.00	0.00	0.00	0.00	0.00
Total Dept 474 - TRAFFIC SERVICES		21,220.00	3,939.94	478.83	17,280.06	18.57
Dept 478 - WINTER MAINTENANCE						
202-478-701-000	Wages	6,489.00	3,285.95	369.97	3,203.05	50.64
202-478-701-013	Overtime	6,300.00	1,669.30	113.85	4,630.70	26.50
202-478-714-000	Fringe Benefits	0.00	0.00	0.00	0.00	0.00
202-478-715-000	Social Security	993.00	379.07	37.02	613.93	38.17
202-478-716-000	Health Insurance- Medical	2,000.00	432.85	0.00	1,567.15	21.64
202-478-717-000	Life & Disability Insurance	125.00	34.83	0.00	90.17	27.86
202-478-718-000	Dental Insurance	300.00	83.79	0.00	216.21	27.93
202-478-719-000	Pension	5,000.00	3,945.03	444.90	1,054.97	78.90
202-478-721-000	Vision Care	37.00	14.62	0.00	22.38	39.51
202-478-726-000	Supplies	12,600.00	6,296.26	0.00	6,303.74	49.97
202-478-801-000	Contractual Services	0.00	0.00	0.00	0.00	0.00
202-478-940-000	Equipment Rental	6,300.00	3,959.46	556.38	2,340.54	62.85
202-478-977-000	Capital Outlay	29,352.00	29,352.00	0.00	0.00	100.00
Total Dept 478 - WINTER MAINTENANCE		69,496.00	49,453.16	1,522.12	20,042.84	71.16
Dept 875 - CONSTRUCTION						
202-875-806-000	Engineering	3,150.00	0.00	0.00	3,150.00	0.00
202-875-940-000	Equipment Rental	0.00	0.00	0.00	0.00	0.00
Total Dept 875 - CONSTRUCTION		3,150.00	0.00	0.00	3,150.00	0.00
TOTAL EXPENDITURES		238,038.00	148,920.84	11,341.05	89,117.16	62.56
Fund 202 - MAJOR STREET FUND:						
TOTAL REVENUES		229,200.00	144,699.42	43,472.06	84,500.58	63.13
TOTAL EXPENDITURES		238,038.00	148,920.84	11,341.05	89,117.16	62.56
NET OF REVENUES & EXPENDITURES		(8,838.00)	(4,221.42)	32,131.01	(4,616.58)	47.76
BEG. FUND BALANCE		484,628.42	484,628.42			
END FUND BALANCE		475,790.42	480,407.00			

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET FUND						
Revenues						
Dept 000 - REVENUE						
203-000-546-000	State Grant - Highway and Streets	101,000.00	61,315.18	18,918.04	39,684.82	60.71
203-000-547-000	State Grant - Other	0.00	0.00	0.00	0.00	0.00
203-000-664-000	Interest Earnings	200.00	572.30	10.50	(372.30)	286.15
203-000-671-999	Appropriation from Fund Balanc	0.00	0.00	0.00	0.00	0.00
203-000-683-000	Reimbursements-Other	0.00	0.00	0.00	0.00	0.00
203-000-694-000	Miscellaneous	5,300.00	8,326.68	0.00	(3,026.68)	157.11
203-000-699-202	Interfund Transfer in - Major Streets	68,000.00	51,000.03	5,666.67	16,999.97	75.00
Total Dept 000 - REVENUE		174,500.00	121,214.19	24,595.21	53,285.81	69.46
TOTAL REVENUES		174,500.00	121,214.19	24,595.21	53,285.81	69.46
Expenditures						
Dept 260 - GENERAL ACTIVITIES						
203-260-722-000	Worker's Comp. Insurance	1,281.00	1,260.90	0.00	20.10	98.43
203-260-801-000	Contractual Services	10,500.00	992.50	622.50	9,507.50	9.45
203-260-805-000	Audit Fees	924.00	458.50	0.00	465.50	49.62
203-260-965-398	Transfer Out - N Shore Bridge Debt Serv	0.00	0.00	0.00	0.00	0.00
Total Dept 260 - GENERAL ACTIVITIES		12,705.00	2,711.90	622.50	9,993.10	21.35
Dept 463 - ROUTINE MAINTENANCE						
203-463-701-000	Wages	37,853.00	21,489.32	1,845.04	16,363.68	56.77
203-463-701-013	OVERTIME	5,775.00	749.64	0.00	5,025.36	12.98
203-463-714-000	Fringe Benefits	0.00	0.00	0.00	0.00	0.00
203-463-715-000	Social Security	3,729.00	1,701.24	141.16	2,027.76	45.62
203-463-716-000	Health Insurance- Medical	7,700.00	5,628.72	590.40	2,071.28	73.10
203-463-717-000	Life & Disability Insurance	700.00	271.17	21.85	428.83	38.74
203-463-718-000	Dental Insurance	1,470.00	471.43	42.64	998.57	32.07
203-463-719-000	Pension	4,242.00	3,698.47	417.09	543.53	87.19
203-463-721-000	Vision Care	273.00	84.89	7.69	188.11	31.10
203-463-726-000	Supplies	1,260.00	580.62	0.00	679.38	46.08
203-463-801-000	Contractual Services	9,850.00	10,062.37	0.00	(212.37)	102.16
203-463-806-000	Engineering	0.00	150.00	0.00	(150.00)	100.00
203-463-940-000	Equipment Rental	22,000.00	20,468.23	1,489.58	1,531.77	93.04
203-463-977-000	Capital Outlay	0.00	0.00	0.00	0.00	0.00
Total Dept 463 - ROUTINE MAINTENANCE		94,852.00	65,356.10	4,555.45	29,495.90	68.90
Dept 474 - TRAFFIC SERVICES						
203-474-701-000	Wages	5,150.00	680.31	0.00	4,469.69	13.21
203-474-701-013	Overtime	300.00	32.39	0.00	267.61	10.80
203-474-714-000	Fringe Benefits	0.00	0.00	0.00	0.00	0.00
203-474-715-000	Social Security	418.00	54.51	0.00	363.49	13.04
203-474-716-000	Health Insurance- Medical	525.00	100.77	0.00	424.23	19.19
203-474-717-000	Life & Disability Insurance	63.00	3.22	0.00	59.78	5.11
203-474-718-000	Dental Insurance	105.00	6.37	0.00	98.63	10
203-474-719-000	Pension	915.00	986.28	111.23	(71.28)	10
203-474-721-000	Vision Care	16.00	1.14	0.00	14.86	10

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET FUND						
Expenditures						
203-474-726-000	Supplies	5,250.00	1,781.41	162.55	3,468.59	33.93
203-474-940-000	Equipment Rental	2,730.00	280.50	0.00	2,449.50	10.27
Total Dept 474 - TRAFFIC SERVICES		15,472.00	3,926.90	273.78	11,545.10	25.38
Dept 478 - WINTER MAINTENANCE						
203-478-701-000	Wages	14,060.00	8,214.99	817.28	5,845.01	58.43
203-478-701-013	Overtime	8,400.00	3,204.74	75.90	5,195.26	38.15
203-478-714-000	Fringe Benefits	0.00	0.00	0.00	0.00	0.00
203-478-715-000	Social Security	1,572.00	873.63	68.35	698.37	55.57
203-478-716-000	Health Insurance- Medical	4,400.00	1,087.31	26.14	3,312.69	24.71
203-478-717-000	Life & Disability Insurance	231.00	64.83	3.98	166.17	28.06
203-478-718-000	Dental Insurance	315.00	122.89	3.22	192.11	39.01
203-478-719-000	Pension	6,095.00	4,684.73	528.32	1,410.27	76.86
203-478-721-000	Vision Care	63.00	22.08	0.67	40.92	35.05
203-478-726-000	Supplies	14,700.00	8,457.22	0.00	6,242.78	57.53
203-478-801-000	Contractual Services	0.00	0.00	0.00	0.00	0.00
203-478-940-000	Equipment Rental	6,349.00	9,378.35	902.70	(3,029.35)	147.71
203-478-977-000	Capital Outlay	5,000.00	5,000.00	0.00	0.00	100.00
Total Dept 478 - WINTER MAINTENANCE		61,185.00	41,110.77	2,426.56	20,074.23	67.19
Dept 875 - CONSTRUCTION						
203-875-726-000	Supplies	0.00	0.00	0.00	0.00	0.00
203-875-977-000	Capital Outlay	0.00	0.00	0.00	0.00	0.00
Total Dept 875 - CONSTRUCTION		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		184,214.00	113,105.67	7,878.29	71,108.33	61.40
Fund 203 - LOCAL STREET FUND:						
TOTAL REVENUES		174,500.00	121,214.19	24,595.21	53,285.81	69.46
TOTAL EXPENDITURES		184,214.00	113,105.67	7,878.29	71,108.33	61.40
NET OF REVENUES & EXPENDITURES		(9,714.00)	8,108.52	16,716.92	(17,822.52)	83.47
BEG. FUND BALANCE		83,506.80	83,506.80			
END FUND BALANCE		73,792.80	91,615.32			



\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 207 - POLICE FUND						
Revenues						
Dept 000 - REVENUE						
207-000-404-001	Property Tax - Police Millage	379,036.00	387,027.47	1,556.47	(7,991.47)	102.11
207-000-406-000	In Lieu of Taxes	3,600.00	0.00	0.00	3,600.00	0.00
207-000-408-000	Property Tax - PA 78 Senior & Disabled H	0.00	0.00	0.00	0.00	0.00
207-000-412-000	Property Tax - DPPT P/Y & C/Y	0.00	0.00	0.00	0.00	0.00
207-000-445-000	Penalties & Interest on Taxes	0.00	0.00	0.00	0.00	0.00
207-000-451-000	Liquor License Fees	21,000.00	8,884.15	0.00	12,115.85	42.31
207-000-480-000	Services Provided - DDA	105,040.00	78,779.97	8,753.33	26,260.03	75.00
207-000-528-200	Federal Grants Other - County CARES	0.00	0.00	0.00	0.00	0.00
207-000-541-000	PA 302/32 MJTC Fund	1,000.00	949.80	0.00	50.20	94.98
207-000-564-001	PA 32 Revenue	0.00	0.00	0.00	0.00	0.00
207-000-564-100	PA 32 - Training	1,000.00	0.00	0.00	1,000.00	0.00
207-000-661-000	Parking Fines	5,000.00	2,570.83	23.14	2,429.17	51.42
207-000-662-000	Court Penal Fines	70,000.00	25,295.94	1,702.80	44,704.06	36.14
207-000-663-000	Drug Forfeiture	0.00	0.00	0.00	0.00	0.00
207-000-663-001	Forfeitures	0.00	0.00	0.00	0.00	0.00
207-000-664-000	Interest Earnings	1,650.00	3,241.88	25.21	(1,591.88)	196.48
207-000-671-999	Appropriation from Fund Balanc	0.00	0.00	0.00	0.00	0.00
207-000-673-000	Gain/Loss on Sale of Assets	0.00	0.00	0.00	0.00	0.00
207-000-674-101	Transfer from General Fund	400,000.00	42,000.00	0.00	358,000.00	10.50
207-000-683-000	Reimbursements-Other	3,000.00	0.00	0.00	3,000.00	0.00
207-000-684-000	Reimburse - OUIL	5,000.00	0.00	0.00	5,000.00	0.00
207-000-694-000	Miscellaneous Revenue	6,000.00	3,088.19	286.00	2,911.81	51.47
207-000-694-001	DRIVING WHILE LIC SUSPENDED	0.00	150.00	0.00	(150.00)	100.00
207-000-695-000	Loan Proceeds	0.00	0.00	0.00	0.00	0.00
207-000-697-000	Vehicle Leases	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - REVENUE		1,001,326.00	551,988.23	12,346.95	449,337.77	55.13
TOTAL REVENUES		1,001,326.00	551,988.23	12,346.95	449,337.77	55.13
Expenditures						
Dept 301 - POLICE/SHERIFF/CONSTABLE						
207-301-701-000	Wages	87,500.00	62,394.66	5,394.32	25,105.34	71.31
207-301-701-001	Wages	150,515.00	95,740.42	7,856.88	54,774.58	63.61
207-301-701-013	Overtime	14,000.00	40,224.13	158.67	(26,224.13)	287.32
207-301-701-019	Wages Covid	0.00	0.00	0.00	0.00	0.00
207-301-702-000	Wages Part Time	61,800.00	12,944.73	427.74	48,855.27	20.95
207-301-702-001	Overtime Wages	12,000.00	2,570.89	171.52	9,429.11	21.42
207-301-702-002	Wages Part Time Clerk	4,120.00	3,409.29	74.44	710.71	82.75
207-301-702-013	OVERTIME	0.00	2,393.46	863.59	(2,393.46)	100.00
207-301-703-000	Wages - Clerk	45,056.00	34,305.65	3,587.20	10,750.35	76.14
207-301-703-001	Overtime Clerk FT	500.00	217.64	84.08	282.36	43.53
207-301-709-000	Wages - Marine Unit	3,605.00	1,219.68	0.00	2,385.32	33.83
207-301-709-013	Overtime	300.00	0.00	0.00	300.00	0.00
207-301-711-000	Wages - CMV Enforcement	1,545.00	381.15	0.00	1,163.85	24.67
207-301-711-013	Overtime	150.00	0.00	0.00	150.00	0.00
207-301-712-000	Wages - Ordinance Enforcement	28,840.00	27,768.94	2,805.40	1,071.06	96.29
207-301-712-001	Overtime Code Enforcement	500.00	0.00	0.00	500.00	0.00
207-301-712-013	Overtime	0.00	857.81	0.00	(857.81)	100.00
207-301-715-000	Social Security	43,003.00	21,544.41	1,638.90	21,458.59	50.13
207-301-716-000	Health Insurance- Medical	82,279.00	26,147.25	1,902.05	56,131.75	31.78

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 207 - POLICE FUND						
Expenditures						
207-301-716-001	Health Insurance - Retired	13,500.00	21,726.32	2,185.01	(8,226.32)	160.94
207-301-717-000	Life & Disability Insurance	5,000.00	2,161.76	186.99	2,838.24	43.24
207-301-718-000	Dental Insurance	8,700.00	2,147.39	124.80	6,552.61	24.68
207-301-719-000	Pension	99,000.00	57,668.29	5,276.76	41,331.71	58.25
207-301-721-000	Vision Care	1,381.00	389.33	24.33	991.67	28.19
207-301-722-000	Worker's Comp Insurance	5,000.00	5,463.90	0.00	(463.90)	109.28
207-301-723-000	Unemployment	0.00	0.00	0.00	0.00	0.00
207-301-724-000	City taxes	0.00	0.00	0.00	0.00	0.00
207-301-727-000	Supplies	2,500.00	663.27	91.44	1,836.73	26.53
207-301-730-000	Copier Lease	1,500.00	1,504.21	180.47	(4.21)	100.28
207-301-740-000	Operating Supplies	8,240.00	2,320.23	0.00	5,919.77	28.16
207-301-742-000	Shooting Program	6,000.00	350.00	0.00	5,650.00	5.83
207-301-743-000	Bullet Proof Vests	4,000.00	0.00	0.00	4,000.00	0.00
207-301-801-000	Contractual Services	137,000.00	92,019.88	135.00	44,980.12	67.17
207-301-802-000	Attorney Fees - Prosecutions	50,000.00	38,643.50	5,324.75	11,356.50	77.29
207-301-804-000	County Dispatch Contract	41,000.00	27,247.35	0.00	13,752.65	66.46
207-301-807-000	Clemis Service Fees	11,600.00	7,011.83	0.00	4,588.17	60.45
207-301-820-000	Uniform Purchases	5,000.00	2,101.61	0.00	2,898.39	42.03
207-301-821-000	Uniform Cleaning	2,000.00	0.00	0.00	2,000.00	0.00
207-301-851-000	Telephone	10,000.00	6,205.28	548.86	3,794.72	62.05
207-301-863-000	Travel Expense	1,000.00	83.84	0.00	916.16	8.38
207-301-865-000	Gasoline & Oil	15,000.00	4,932.26	742.09	10,067.74	32.88
207-301-920-000	Utilities	0.00	0.00	0.00	0.00	0.00
207-301-930-000	Repair and Maintenance	10,000.00	7,800.63	7,252.00	2,199.37	78.01
207-301-930-003	Repair and Maintenance/Watercraft	1,500.00	382.50	0.00	1,117.50	25.50
207-301-931-000	Repair & Maint - Equipment	5,000.00	979.75	0.00	4,020.25	19.60
207-301-932-000	Repair & Maint - Vehicles	16,000.00	572.33	238.28	15,427.67	3.58
207-301-933-000	Vehicle Changeover	0.00	0.00	0.00	0.00	0.00
207-301-934-000	Vehicle Leases	0.00	0.00	0.00	0.00	0.00
207-301-934-001	Vehicle Lease Interest	0.00	0.00	0.00	0.00	0.00
207-301-935-000	Vehicle Capital Outlay	2,000.00	0.00	0.00	2,000.00	0.00
207-301-940-000	Equipment Rental	1,000.00	0.00	0.00	1,000.00	0.00
207-301-956-000	Dues & Miscellaneous	1,100.00	1,049.33	0.00	50.67	95.39
207-301-957-000	Education & Training	3,100.00	1,394.00	444.00	1,706.00	44.97
207-301-965-231	Transfer to Parking Fund	5,000.00	0.00	0.00	5,000.00	0.00
207-301-965-401	Transfer to Capital Imp Fund	0.00	0.00	0.00	0.00	0.00
207-301-977-000	Capital Outlay	10,000.00	0.00	0.00	10,000.00	0.00
Total Dept 301 - POLICE/SHERIFF/CONSTABLE		1,017,834.00	616,938.90	47,719.57	400,895.10	60.61
TOTAL EXPENDITURES		1,017,834.00	616,938.90	47,719.57	400,895.10	60.61
Fund 207 - POLICE FUND:						
TOTAL REVENUES		1,001,326.00	551,988.23	12,346.95	449,337.77	55.13
TOTAL EXPENDITURES		1,017,834.00	616,938.90	47,719.57	400,895.10	60.61
NET OF REVENUES & EXPENDITURES		(16,508.00)	(64,950.67)	(35,372.62)	48,442.67	393.45
BEG. FUND BALANCE		317,519.23	317,519.23			
END FUND BALANCE		301,011.23	252,568.56			

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 225 - DEPT OF PUBLIC WORKS FUND						
Revenues						
Dept 000 - REVENUE						
225-000-528-200	Federal Grants Other - County CARES	0.00	0.00	0.00	0.00	0.00
225-000-580-000	Services Provided-DDA Admin/Snow	57,200.00	42,000.03	4,666.67	15,199.97	73.43
225-000-603-000	Equipment Rental	78,750.00	64,053.05	5,393.04	14,696.95	81.34
225-000-634-000	Cemetery Open/Close	30,000.00	10,090.00	200.00	19,910.00	33.63
225-000-636-000	Cemetery Foundations	6,300.00	1,888.00	0.00	4,412.00	29.97
225-000-643-000	Cemetery Lot Sales	0.00	0.00	0.00	0.00	0.00
225-000-664-000	Interest Income	315.00	373.82	11.31	(58.82)	118.67
225-000-671-999	Appropriation from Fund Balanc	0.00	0.00	0.00	0.00	0.00
225-000-673-000	Gain/Loss on Sale of Assets	0.00	0.00	0.00	0.00	0.00
225-000-676-101	Transfer In from General Fund	456,819.00	337,500.00	37,500.00	119,319.00	73.88
225-000-681-000	Reimb - Insurance Claims	0.00	0.00	0.00	0.00	0.00
225-000-683-000	Reimbursements-Other	0.00	0.00	0.00	0.00	0.00
225-000-694-000	Miscellaneous	9,000.00	3,650.04	0.00	5,349.96	40.56
225-000-699-711	Transfers In	5,000.00	3,937.50	437.50	1,062.50	78.75
Total Dept 000 - REVENUE		643,384.00	463,492.44	48,208.52	179,891.56	72.04
TOTAL REVENUES		643,384.00	463,492.44	48,208.52	179,891.56	72.04
Expenditures						
Dept 276 - CEMETERY						
225-276-701-001	Wages	43,260.00	29,507.54	3,982.69	13,752.46	68.21
225-276-701-013	Overtime	2,200.00	1,778.92	37.95	421.08	80.86
225-276-714-000	Fringe Benefits	0.00	0.00	0.00	0.00	0.00
225-276-715-000	Social Security	5,343.00	2,393.47	307.58	2,949.53	44.80
225-276-716-000	Health Insurance- Medical	11,550.00	7,263.78	1,573.97	4,286.22	62.89
225-276-717-000	Life & Disability Insurance	1,103.00	407.02	76.04	695.98	36.90
225-276-718-000	Dental Insurance	1,050.00	668.41	138.57	381.59	63.66
225-276-719-000	Pension	0.00	0.00	0.00	0.00	0.00
225-276-721-000	Vision Care	179.00	121.86	25.19	57.14	68.08
225-276-740-000	Operating Supplies	3,150.00	771.55	0.00	2,378.45	24.49
225-276-748-000	Foundations	525.00	0.00	0.00	525.00	0.00
225-276-801-000	Contractual Services	2,100.00	0.00	0.00	2,100.00	0.00
225-276-830-000	Solid Waste Collection	0.00	0.00	0.00	0.00	0.00
225-276-920-000	Utilities	2,100.00	253.28	0.00	1,846.72	12.06
225-276-930-000	Repair and Maintenance	6,000.00	3,000.98	0.00	2,999.02	50.02
225-276-956-000	Dues & Miscellaneous	105.00	0.00	0.00	105.00	0.00
225-276-977-000	Capital Outlay	0.00	0.00	0.00	0.00	0.00
225-276-985-000	Land Improvement	4,200.00	1,386.00	0.00	2,814.00	33.00
Total Dept 276 - CEMETERY		82,865.00	47,552.81	6,141.99	35,312.19	57.39
Dept 441 - DEPARTMENT OF PUBLIC WORKS						
225-441-701-000	Wages	33,527.00	34,083.02	3,220.47	(556.02)	101.66
225-441-701-001	Wages	98,550.00	80,403.28	9,354.75	18,146.72	81.59
225-441-701-013	Overtime	5,250.00	2,728.27	472.12	2,521.73	51.97
225-441-701-019	COVID 19 PAYROLL	3,675.00	0.00	0.00	3,675.00	0.00
225-441-702-000	Wages Part Time	0.00	0.00	0.00	0.00	0.00
225-441-702-003	Wages-Parks	33,527.00	19,097.02	1,212.37	14,429.98	51.97
225-441-702-013	Overtime	2,678.00	531.90	113.85	2,146.10	11.38

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 225 - DEPT OF PUBLIC WORKS FUND						
Expenditures						
225-441-715-000	Social Security	13,828.00	10,468.55	1,099.57	3,359.45	75.71
225-441-716-000	Health Insurance- Medical	38,850.00	38,435.11	3,478.76	414.89	98.93
225-441-716-001	Health Insurance-Retirees	56,700.00	33,604.36	3,180.14	23,095.64	59.27
225-441-717-000	Life - Disability Insurance	2,520.00	1,702.95	166.72	817.05	67.58
225-441-718-000	Dental Insurance	5,355.00	3,293.30	320.80	2,061.70	61.50
225-441-719-000	Pension	57,750.00	32,759.81	3,642.03	24,990.19	56.73
225-441-721-000	Vision Care	578.00	591.68	57.73	(13.68)	102.37
225-441-722-000	Worker's Comp. Insurance	2,940.00	378.27	0.00	2,561.73	12.87
225-441-740-000	Operating Supplies	8,000.00	5,039.05	125.36	2,960.95	62.99
225-441-740-001	Operating Supplies-Cemetery	0.00	0.00	0.00	0.00	0.00
225-441-741-000	Small Tools	4,725.00	3,594.35	226.16	1,130.65	76.07
225-441-801-000	Contractual Services	30,000.00	6,813.46	1,343.52	23,186.54	22.71
225-441-820-000	Uniform Purchase	7,350.00	2,519.12	0.00	4,830.88	34.27
225-441-821-000	Uniform Cleaning	4,830.00	3,379.14	384.52	1,450.86	69.96
225-441-851-000	Telephone	6,300.00	3,982.97	502.49	2,317.03	63.22
225-441-863-000	Travel Expense	0.00	0.00	0.00	0.00	0.00
225-441-865-000	Gasoline & Oil	23,100.00	13,651.24	4,653.17	9,448.76	59.10
225-441-920-000	Utilities	11,550.00	7,859.10	1,300.30	3,690.90	68.04
225-441-930-000	Repair & Maint-Building	13,650.00	1,591.08	171.38	12,058.92	11.66
225-441-931-000	Repair & Maint-Equip	6,300.00	2,900.14	616.82	3,399.86	46.03
225-441-932-000	Repair & Maint - Vehicles	18,216.00	11,200.38	3,137.23	7,015.62	61.49
225-441-940-000	Equipment Rental	525.00	0.00	0.00	525.00	0.00
225-441-956-000	Dues & Miscellaneous	1,575.00	706.33	0.00	868.67	44.85
225-441-957-000	Education & Training	5,250.00	3,728.85	111.00	1,521.15	71.03
225-441-965-401	Transfer to Capital Imp Fund	14,281.00	0.00	0.00	14,281.00	0.00
225-441-977-000	Capital Outlay	0.00	0.00	0.00	0.00	0.00
225-441-995-003	Interest Expense - Interfund Advances	4,095.00	3,253.25	0.00	841.75	79.44
Total Dept 441 - DEPARTMENT OF PUBLIC WORKS		515,475.00	328,295.98	38,891.26	187,179.02	63.69
Dept 443 - PHASE II STORMWATER						
225-443-701-001	Wages	5,516.00	5,286.96	224.83	229.04	95.85
225-443-701-013	Overtime	525.00	164.47	132.08	360.53	31.33
225-443-701-019	COVID 19 PAYROLL	0.00	0.00	0.00	0.00	0.00
225-443-714-000	Fringe Benefits	0.00	0.00	0.00	0.00	0.00
225-443-715-000	Social Security	521.00	417.09	27.31	103.91	80.06
225-443-716-000	Health Insurance- Medical	1,313.00	1,353.94	112.55	(40.94)	103.12
225-443-717-000	Life & Disability Insurance	63.00	72.29	4.23	(9.29)	114.75
225-443-718-000	Dental Insurance	173.00	123.09	10.73	49.91	71.15
225-443-721-000	Vision Care	131.00	22.60	1.87	108.40	17.25
225-443-740-000	Operating Supplies	1,050.00	0.00	0.00	1,050.00	0.00
225-443-801-000	Contractual Services	11,049.00	5,113.75	922.50	5,935.25	46.28
225-443-900-000	Printing	0.00	0.00	0.00	0.00	0.00
225-443-930-000	Repair and Maintenance	16,800.00	15,067.42	0.00	1,732.58	89.69
225-443-955-000	DEQ Permit Fees	525.00	0.00	0.00	525.00	0.00
225-443-956-000	Dues & Misc.	525.00	0.00	0.00	525.00	0.00
225-443-977-000	Capital Outlay	0.00	0.00	0.00	0.00	0.00
Total Dept 443 - PHASE II STORMWATER		38,191.00	27,621.61	1,436.10	10,569.39	72.32
TOTAL EXPENDITURES		636,531.00	403,470.40	46,469.35	233,060.60	68

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LAKE ORION  
 PERIOD ENDING 03/31/2024  
 % Fiscal Year Completed: 75.14

Section 10, Item A.

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 225 - DEPT OF PUBLIC WORKS FUND						
Fund 225 - DEPT OF PUBLIC WORKS FUND :						
	TOTAL REVENUES	643,384.00	463,492.44	48,208.52	179,891.56	72.04
	TOTAL EXPENDITURES	636,531.00	403,470.40	46,469.35	233,060.60	63.39
	NET OF REVENUES & EXPENDITURES	6,853.00	60,022.04	1,739.17	(53,169.04)	875.85
	BEG. FUND BALANCE	52,251.20	52,251.20			
	END FUND BALANCE	59,104.20	112,273.24			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LAKE ORION  
 PERIOD ENDING 03/31/2024  
 % Fiscal Year Completed: 75.14

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 231 - PARKING METER/SYSTEM FUND						
Revenues						
Dept 000 - REVENUE						
231-000-607-000	Fees	0.00	0.00	0.00	0.00	0.00
231-000-661-000	Parking Fines Revenue	5,000.00	0.00	0.00	5,000.00	0.00
231-000-664-000	Interest Earnings	0.00	19.10	0.16	(19.10)	100.00
231-000-674-101	Transfer from General Fund	0.00	0.00	0.00	0.00	0.00
231-000-674-207	Transfer From Police Fund	5,000.00	0.00	0.00	5,000.00	0.00
231-000-694-000	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - REVENUE		10,000.00	19.10	0.16	9,980.90	0.19
TOTAL REVENUES		10,000.00	19.10	0.16	9,980.90	0.19
Expenditures						
Dept 333 - PARKING						
231-333-701-019	COVID 19 PAYROLL	0.00	0.00	0.00	0.00	0.00
231-333-702-000	Wages Part Time	6,695.00	3,356.82	690.56	3,338.18	50.14
231-333-702-001	Overtime Wages	0.00	0.00	0.00	0.00	0.00
231-333-715-000	Social Security	513.00	256.78	52.83	256.22	50.05
231-333-717-000	Life & Disability Insurance	200.00	13.88	3.14	186.12	6.94
231-333-722-000	Worker's Comp. Insurance	200.00	210.15	0.00	(10.15)	105.08
231-333-727-000	Supplies	600.00	0.00	0.00	600.00	0.00
231-333-740-000	Operating Supplies	700.00	0.00	0.00	700.00	0.00
231-333-820-000	Uniform Purchase	500.00	0.00	0.00	500.00	0.00
231-333-851-000	Telephone	300.00	311.83	44.58	(11.83)	103.94
231-333-863-000	Travel Expense	0.00	0.00	0.00	0.00	0.00
Total Dept 333 - PARKING		9,708.00	4,149.46	791.11	5,558.54	42.74
TOTAL EXPENDITURES		9,708.00	4,149.46	791.11	5,558.54	42.74
Fund 231 - PARKING METER/SYSTEM FUND:						
TOTAL REVENUES		10,000.00	19.10	0.16	9,980.90	0.19
TOTAL EXPENDITURES		9,708.00	4,149.46	791.11	5,558.54	42.74
NET OF REVENUES & EXPENDITURES		292.00	(4,130.36)	(790.95)	4,422.36	1,414.51
BEG. FUND BALANCE		3,916.47	3,916.47			
END FUND BALANCE		4,208.47	(213.89)			

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND						
Revenues						
Dept 000 - REVENUE						
248-000-402-000	Current Real Property Taxes	903,236.00	772,911.27	281,199.62	130,324.73	85.57
248-000-402-100	Property Tax - Twp DDA Capture	0.00	0.00	0.00	0.00	0.00
248-000-405-000	Property Tax - Personal	0.00	0.00	0.00	0.00	0.00
248-000-412-000	Property Tax - DPPT P/Y & C/Y	0.00	1,474.57	0.00	(1,474.57)	100.00
248-000-441-000	Local Community Stabilization Share Tax	10,000.00	15,970.70	0.00	(5,970.70)	159.71
248-000-445-000	Penalties & Interest on Taxes	2,000.00	0.00	0.00	2,000.00	0.00
248-000-539-000	State Grants	109,028.00	3,500.00	0.00	105,528.00	3.21
248-000-582-000	Intergovernment - Police	0.00	201,995.92	0.00	(201,995.92)	100.00
248-000-664-000	Interest Earned	2,500.00	4,393.11	16.20	(1,893.11)	175.72
248-000-671-999	Appropriation from Fund Balanc	107,459.00	0.00	0.00	107,459.00	0.00
248-000-673-000	Gain/Loss on Sale of Assets	0.00	0.00	0.00	0.00	0.00
248-000-676-404	Transfer From Prop Acq Fund	0.00	0.00	0.00	0.00	0.00
248-000-676-592	Reimbursement -Admin Fee - W&S	0.00	0.00	0.00	0.00	0.00
248-000-681-000	Reimburse - Insurance Claims	0.00	7,218.00	0.00	(7,218.00)	100.00
248-000-683-000	Reimbursements-Other	0.00	0.00	0.00	0.00	0.00
248-000-685-000	Sponsorships	102,400.00	8,802.22	300.00	93,597.78	8.60
248-000-685-100	Transportaion Sponsorship	28,000.00	16,907.00	0.00	11,093.00	60.38
248-000-686-000	Downtown Events	20,000.00	5,018.01	0.00	14,981.99	25.09
248-000-686-002	Flower Fair Revenue	0.00	305.00	0.00	(305.00)	100.00
248-000-686-003	New Year Resolution Run Revenue	0.00	0.00	0.00	0.00	0.00
248-000-686-004	OktoberFest Revenue	0.00	0.00	0.00	0.00	0.00
248-000-686-005	Babes On Broadway	0.00	0.00	0.00	0.00	0.00
248-000-686-006	Electircal Vehicles	0.00	633.56	0.00	(633.56)	100.00
248-000-687-000	Merchandise Sales	10,000.00	0.00	0.00	10,000.00	0.00
248-000-688-000	Gift Certificate Sales	5,000.00	355.00	0.00	4,645.00	7.10
248-000-692-000	Rent	0.00	0.00	0.00	0.00	0.00
248-000-694-000	Miscellaneous	0.00	315.00	0.00	(315.00)	100.00
248-000-696-000	PROCEEDS FROM THE SALE OF BONDS/NOTES	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - REVENUE		1,299,623.00	1,039,799.36	281,515.82	259,823.64	80.01
TOTAL REVENUES		1,299,623.00	1,039,799.36	281,515.82	259,823.64	80.01
Expenditures						
Dept 260 - GENERAL ACTIVITIES						
248-260-701-000	Wages	73,272.00	39,322.21	3,076.96	33,949.79	53.67
248-260-701-019	COVID 19 PAYROLL	0.00	0.00	0.00	0.00	0.00
248-260-704-000	Wages - Administrative Coordinator	34,278.00	28,241.95	2,755.50	6,036.05	82.39
248-260-706-000	Wages	46,852.00	21,915.11	4,826.30	24,936.89	46.78
248-260-706-001	Marketing Coordinator	0.00	0.00	0.00	0.00	0.00
248-260-707-000	Wages - Grounds Coordinator	5,150.00	1,819.25	0.00	3,330.75	35.33
248-260-711-013	OVERTIME	0.00	0.00	0.00	0.00	0.00
248-260-715-000	Social Security	9,708.00	6,942.01	815.39	2,765.99	71.51
248-260-716-000	Health Insurance- Medical	7,451.00	2,877.74	0.00	4,573.26	38.62
248-260-717-000	Life & Disability Insurance	1,220.00	330.67	0.00	889.33	27.10
248-260-718-000	Dental Insurance	700.00	222.13	0.00	477.87	31.73
248-260-719-000	Pension	8,039.00	3,818.99	0.00	4,220.01	47.51
248-260-720-000	Unemployment	0.00	0.00	0.00	0.00	0.00
248-260-721-000	Vision Care	130.00	45.91	0.00	84.09	33.84
248-260-722-000	Worker's Comp. Insurance	0.00	0.00	0.00	0.00	0.00
248-260-801-000	Contractual Services	16,499.00	18,000.00	6,000.00	(1,501.00)	109.10

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
<b>Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND</b>						
<b>Expenditures</b>						
248-260-801-002	Contr Services - Police Admin Fee	60,000.00	46,800.00	5,200.00	13,200.00	78.00
248-260-801-003	Contract Services - DPW Admin Fee	30,000.00	23,193.76	2,500.00	6,806.24	77.31
248-260-801-004	Contract Services - GF Admin Fee	70,000.00	52,499.97	5,833.33	17,500.03	75.00
248-260-801-005	Contractual Services- Township	2,700.00	0.00	0.00	2,700.00	0.00
248-260-801-012	Contractual Services-Parking Code Enforc	21,000.00	16,380.00	1,820.00	4,620.00	78.00
248-260-801-022	Cont Service-Police Crowd Control	20,000.00	15,599.97	1,733.33	4,400.03	78.00
248-260-801-023	Contract Services-DPW event support	10,000.00	7,800.03	866.67	2,199.97	78.00
248-260-801-033	Contract Services-DPW snow removal	15,000.00	11,700.00	1,300.00	3,300.00	78.00
248-260-805-000	Audit Fees	2,000.00	2,950.00	0.00	(950.00)	147.50
248-260-810-000	Legal Services	17,984.15	17,364.90	880.75	619.25	96.56
248-260-823-000	Website/Software	6,000.00	4,145.75	741.54	1,854.25	69.10
248-260-823-001	Municipal Software	3,501.00	3,386.60	288.90	114.40	96.73
248-260-829-000	Planner Services	2,629.00	675.00	525.00	1,954.00	25.68
248-260-851-000	Telephone	3,500.00	2,616.86	295.46	883.14	74.77
248-260-900-000	Printing and Publication	100.00	0.00	0.00	100.00	0.00
248-260-920-000	Utilities	4,000.00	4,140.97	464.17	(140.97)	103.52
248-260-921-000	Municipal Street Lighting	6,500.00	6,376.33	936.55	123.67	98.10
248-260-930-000	Repair and Maintenance	0.00	58.00	0.00	(58.00)	100.00
248-260-930-002	Building Maintenance	400.00	287.06	35.83	112.94	71.77
248-260-940-000	Equipment Rental	0.00	0.00	0.00	0.00	0.00
248-260-941-000	Office Rent	12,000.00	12,000.00	0.00	0.00	100.00
248-260-942-000	Office Expenses	3,313.00	1,199.89	54.52	2,113.11	36.22
248-260-942-019	Covid Office Expenses	0.00	0.00	0.00	0.00	0.00
248-260-946-000	Credit Card Fees	100.00	0.00	0.00	100.00	0.00
248-260-955-001	Credit Card Fees	0.00	0.00	0.00	0.00	0.00
248-260-956-000	Dues & Miscellaneous	1,500.00	1,209.00	0.00	291.00	80.60
248-260-957-000	Education & Training	920.00	919.38	0.00	0.62	99.93
248-260-958-000	General Activities Misc	0.00	0.00	0.00	0.00	0.00
248-260-958-019	Covid General Activities	0.00	0.00	0.00	0.00	0.00
248-260-961-000	Tax Tribunal Refunds	0.00	0.00	0.00	0.00	0.00
248-260-962-000	Mileage	500.00	37.65	0.00	462.35	7.53
248-260-965-101	Transfer Out - General Fund	0.00	0.00	0.00	0.00	0.00
248-260-965-401	Transfer to Capital Imp Fund	0.00	0.00	0.00	0.00	0.00
248-260-965-404	Transfer Out - DDA Property Acq Fund	157,500.00	157,500.00	0.00	0.00	100.00
248-260-974-000	Capital Outlay - Equipment	1,235.00	1,234.84	0.00	0.16	99.99
<b>Total Dept 260 - GENERAL ACTIVITIES</b>		<b>655,681.15</b>	<b>513,611.93</b>	<b>40,950.20</b>	<b>142,069.22</b>	<b>78.33</b>
<b>Dept 725 - ORGANIZATION</b>						
248-725-822-000	Newsletter	1,720.00	455.00	0.00	1,265.00	26.45
248-725-824-000	Volunteer Recognition & Dvp.	0.00	0.00	0.00	0.00	0.00
248-725-825-000	Gift Certificate Redemption	5,000.00	2,625.00	0.00	2,375.00	52.50
248-725-826-000	Historic Celebration/Education	580.00	579.74	0.00	0.26	99.96
248-725-827-000	Awareness Program	1,200.00	232.61	99.93	967.39	19.38
248-725-827-019	Covid Awareness Program/Organization	0.00	0.00	0.00	0.00	0.00
248-725-864-000	Grant & Scholorship Distriubution	0.00	0.00	0.00	0.00	0.00
248-725-881-000	Merchandise to Sell	500.00	211.01	0.00	288.99	42.20
<b>Total Dept 725 - ORGANIZATION</b>		<b>9,000.00</b>	<b>4,103.36</b>	<b>99.93</b>	<b>4,896.64</b>	<b>45.59</b>
<b>Dept 726 - DESIGN</b>						
248-726-745-000	Beautification Supplies	1,500.00	647.71	0.00	852.29	43.48



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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND						
Expenditures						
248-726-746-000	Hanging Baskets	3,400.00	0.00	0.00	3,400.00	0.00
248-726-801-000	Contractual Services	5,200.00	2,900.00	0.00	2,300.00	55.77
248-726-843-000	Facade Program	7,800.00	5.00	0.00	7,795.00	0.06
248-726-845-000	Public Art Program	0.00	0.00	0.00	0.00	0.00
248-726-883-000	Banners and Holiday Lighting	6,600.00	5,999.66	0.00	600.34	90.90
248-726-975-001	Capital Outlay - Beautification	0.00	0.00	0.00	0.00	0.00
248-726-975-002	Capital Outlay - Streets	0.00	0.00	0.00	0.00	0.00
248-726-975-019	Covid Capital Outlay	0.00	0.00	0.00	0.00	0.00
Total Dept 726 - DESIGN		24,500.00	9,552.37	0.00	14,947.63	38.99
Dept 728 - ECONOMIC DEVELOPMENT						
248-728-801-000	Contractual Services	16,472.00	4,750.00	0.00	11,722.00	28.84
248-728-860-000	Trolley Expense	28,000.00	12,997.91	0.00	15,002.09	46.42
248-728-861-000	Survey Expense	0.00	0.00	0.00	0.00	0.00
248-728-862-000	Training Materials	0.00	0.00	0.00	0.00	0.00
248-728-864-000	Grant & Scholarship Distribution	0.00	0.00	0.00	0.00	0.00
248-728-886-000	Marketing Materials	0.00	0.00	0.00	0.00	0.00
248-728-886-001	Blight Reduction	0.00	0.00	0.00	0.00	0.00
248-728-886-002	Social District	1,000.00	231.60	0.00	768.40	23.16
248-728-888-000	Brand Marketing	23,831.12	15,485.24	1,128.00	8,345.88	64.98
248-728-888-001	Contractual Services Brand Marketing	19,700.00	23,255.00	2,245.00	(3,555.00)	118.05
Total Dept 728 - ECONOMIC DEVELOPMENT		89,003.12	56,719.75	3,373.00	32,283.37	63.73
Dept 729 - PROMOTION						
248-729-880-000	Event Promotion	500.00	307.65	0.00	192.35	61.53
248-729-880-001	Event Promo - Gazebo Series	10,170.07	10,170.07	0.00	0.00	100.00
248-729-880-004	Event Promo - Halloween Parade	2,500.00	2,450.61	0.00	49.39	98.02
248-729-880-005	Event Promo - Hmtwn/Holiday Vill	8,355.85	7,934.29	140.00	421.56	94.95
248-729-880-006	Event Promo - New Years Res. Run	0.00	0.00	0.00	0.00	0.00
248-729-880-007	Event Promo - Flower Fair	0.00	0.00	0.00	0.00	0.00
248-729-880-008	Event Promo-Photo Contest	0.00	0.00	0.00	0.00	0.00
248-729-880-009	Event Promo-Lake Orion Love Shop to Win	0.00	0.00	0.00	0.00	0.00
248-729-880-010	Babes On Broadway	0.00	0.00	0.00	0.00	0.00
248-729-880-011	Restaurant week	0.00	0.00	0.00	0.00	0.00
248-729-880-012	Sing & Stroll Tree Lighting	12,000.00	11,807.72	0.00	192.28	98.40
248-729-880-013	SD Nights- Stronger Together Winter	600.00	259.00	205.00	341.00	43.17
248-729-880-014	Octoberfest	0.00	0.00	0.00	0.00	0.00
248-729-880-015	Winter Activities	7,100.00	7,019.39	6,877.39	80.61	98.86
248-729-880-016	Athletic Events-other	0.00	0.00	0.00	0.00	0.00
248-729-880-017	Movie Night	998.81	998.81	0.00	0.00	100.00
248-729-880-019	Covid Event Promotion	0.00	0.00	0.00	0.00	0.00
248-729-880-100	Stronger Together- smr fall	3,300.00	722.39	13.50	2,577.61	21.89
248-729-885-000	Port-A-Johns	2,200.00	1,793.51	0.00	406.49	81.52
248-729-895-000	Event Promo-Comm. Sponsorships	0.00	0.00	0.00	0.00	0.00
248-729-975-020	Capital Outlay Parks & rec	0.00	0.00	0.00	0.00	0.00
Total Dept 729 - PROMOTION		47,724.73	43,463.44	7,235.89	4,261.29	9

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND						
Expenditures						
Dept 730 - CAPITAL PROJECTS						
248-730-253-885	Knox Box Grant Program	0.00	0.00	0.00	0.00	0.00
248-730-885-100	Knox Box Grant Program	4,000.00	0.00	0.00	4,000.00	0.00
248-730-931-000	Repair & Maintenance-Equipment	0.00	0.00	0.00	0.00	0.00
248-730-965-101	Transfer Out - General Fund	0.00	0.00	0.00	0.00	0.00
248-730-965-301	Interfund TRF 2023 DDA Bond Project	422,709.00	0.00	0.00	422,709.00	0.00
248-730-965-404	Transfer Out - DDA Property Acq Fund	0.00	0.00	0.00	0.00	0.00
248-730-965-592	Transfers To Water/Sewer Fund	0.00	0.00	0.00	0.00	0.00
248-730-975-000	Capital Outlay	23,969.00	1,636.00	0.00	22,333.00	6.83
248-730-975-003	DDA Capital Outlay	5,871.00	5,871.00	2,500.00	0.00	100.00
248-730-975-005	DDA Capital Outlay- Wayfinding/Lighting	0.00	0.00	0.00	0.00	0.00
248-730-975-006	DDA Capital Outlay - Parking	0.00	0.00	0.00	0.00	0.00
248-730-975-009	Capital Outlay - Dumpsters	30,000.00	0.00	0.00	30,000.00	0.00
248-730-975-011	Capital Outlay - Trail Extensi	0.00	0.00	0.00	0.00	0.00
248-730-975-015	Captial Outlay- Outdoor Sound	0.00	0.00	0.00	0.00	0.00
248-730-975-020	Capital Outlay Parks & rec	0.00	0.00	0.00	0.00	0.00
248-730-992-000	Bond Principal	0.00	0.00	0.00	0.00	0.00
248-730-995-000	Bond Interest	0.00	0.00	0.00	0.00	0.00
Total Dept 730 - CAPITAL PROJECTS		486,549.00	7,507.00	2,500.00	479,042.00	1.54
TOTAL EXPENDITURES		1,312,458.00	634,957.85	54,159.02	677,500.15	48.38
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND:						
TOTAL REVENUES		1,299,623.00	1,039,799.36	281,515.82	259,823.64	80.01
TOTAL EXPENDITURES		1,312,458.00	634,957.85	54,159.02	677,500.15	48.38
NET OF REVENUES & EXPENDITURES		(12,835.00)	404,841.51	227,356.80	(417,676.51)	3,154.20
BEG. FUND BALANCE		498,200.06	498,200.06			
END FUND BALANCE		485,365.06	903,041.57			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LAKE ORION  
 PERIOD ENDING 03/31/2024  
 % Fiscal Year Completed: 75.14

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BGD USED
Fund 301 - DOWNTOWN DEV BOND PROJECT 2023						
Revenues						
Dept 000 - REVENUE						
301-000-300-001	2023 Downtown Dev Tax Exempt Bond Projec	0.00	0.00	0.00	0.00	0.00
301-000-300-002	2023 Downtown Dev Tax Exempt Bond Projec	0.00	0.00	0.00	0.00	0.00
301-000-664-000	Interest Earnings	0.00	1,490.13	151.24	(1,490.13)	100.00
301-000-671-999	Appropriation from Fund Balanc	2,755,000.00	0.00	0.00	2,755,000.00	0.00
301-000-699-301	TRF in from DDA	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - REVENUE		2,755,000.00	1,490.13	151.24	2,753,509.87	0.05
TOTAL REVENUES		2,755,000.00	1,490.13	151.24	2,753,509.87	0.05
Expenditures						
Dept 901 - 905						
301-901-930-000	Repair and Maintenance	0.00	0.00	0.00	0.00	0.00
301-901-950-000	Demolition & Land Improvement	296,646.64	2,154.23	101.40	294,492.41	0.73
301-901-956-000	Dues & Miscellaneous	0.00	0.00	0.00	0.00	0.00
301-901-971-000	Capital Outlay - Buildings	2,200,000.00	2,120,874.70	0.00	79,125.30	96.40
Total Dept 901 - 905		2,496,646.64	2,123,028.93	101.40	373,617.71	85.04
Dept 905 - Downtown Dev Bond 2023						
301-905-301-000	Bond Issuance Expense	0.00	0.00	0.00	0.00	0.00
301-905-731-000	2023 Bond Taxable Issuance Expenses	1,000.00	500.00	0.00	500.00	50.00
301-905-731-001	2023 Tax exempt Bond Issuance Expense	1,000.00	500.00	0.00	500.00	50.00
301-905-745-001	Property taxes-Orion Twp	3,353.36	3,353.36	0.00	0.00	100.00
301-905-920-000	Utilities	0.00	0.00	0.00	0.00	0.00
301-905-992-003	2023 DDA bonds Taxable	75,000.00	75,000.00	75,000.00	0.00	100.00
301-905-992-004	2023 DDA BONDS TAX EXEMPT	180,000.00	180,000.00	180,000.00	0.00	100.00
301-905-993-001	2023 DDA bond taxable interest	62,000.00	60,931.02	40,322.00	1,068.98	98.28
301-905-993-002	2023 DDA tax exempt bond interest	106,000.00	105,777.78	70,000.00	222.22	99.79
Total Dept 905 - Downtown Dev Bond 2023		428,353.36	426,062.16	365,322.00	2,291.20	99.47
TOTAL EXPENDITURES		2,925,000.00	2,549,091.09	365,423.40	375,908.91	87.15
Fund 301 - DOWNTOWN DEV BOND PROJECT 2023:						
TOTAL REVENUES		2,755,000.00	1,490.13	151.24	2,753,509.87	0.05
TOTAL EXPENDITURES		2,925,000.00	2,549,091.09	365,423.40	375,908.91	87.15
NET OF REVENUES & EXPENDITURES		(170,000.00)	(2,547,600.96)	(365,272.16)	2,377,600.96	1,498.59
BEG. FUND BALANCE		4,944,949.68	4,944,949.68			
END FUND BALANCE		4,774,949.68	2,397,348.72			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LAKE ORION  
 PERIOD ENDING 03/31/2024  
 % Fiscal Year Completed: 75.14

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 401 - CAPITAL PROJECTS FUND						
Revenues						
Dept 000 - REVENUE						
401-000-664-000	Interest Earnings	0.00	1.65	0.16	(1.65)	100.00
401-000-671-999	Appropriation from Fund Balanc	0.00	0.00	0.00	0.00	0.00
401-000-676-101	Transfer In from General Fund	0.00	0.00	0.00	0.00	0.00
401-000-676-125	Transfer In from DPW Fund	0.00	0.00	0.00	0.00	0.00
401-000-676-207	Transfer from Police Fund	0.00	0.00	0.00	0.00	0.00
401-000-682-000	Reimbursement-CDBG	0.00	0.00	0.00	0.00	0.00
401-000-683-000	Reimbursements-Other	0.00	0.00	0.00	0.00	0.00
401-000-694-000	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
401-000-699-202	Interfund Transfer in - Major Streets	0.00	0.00	0.00	0.00	0.00
401-000-699-203	Interfund Transfer In - Local Streets	0.00	0.00	0.00	0.00	0.00
401-000-699-248	Interfund Transfer In - DDA	0.00	0.00	0.00	0.00	0.00
401-000-699-592	Transfers Water/Sewer	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - REVENUE		0.00	1.65	0.16	(1.65)	100.00
TOTAL REVENUES		0.00	1.65	0.16	(1.65)	100.00
Expenditures						
Dept 000 - REVENUE						
401-000-882-000	Downtown Street Broadcast Syst	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - REVENUE		0.00	0.00	0.00	0.00	0.00
Dept 751 - PARKS AND RECREATION						
401-751-801-000	Contractual Services	0.00	0.00	0.00	0.00	0.00
401-751-806-000	Engineering	0.00	0.00	0.00	0.00	0.00
Total Dept 751 - PARKS AND RECREATION		0.00	0.00	0.00	0.00	0.00
Dept 901 - 905						
401-901-971-000	Capital Outlay - Buildings	0.00	0.00	0.00	0.00	0.00
401-901-972-751	Capital Outlay Parks	890.00	890.00	0.00	0.00	100.00
401-901-973-000	Capital Outlay - Vehicles	0.00	0.00	0.00	0.00	0.00
401-901-974-000	Capital Outlay - Equipment	0.00	0.00	0.00	0.00	0.00
401-901-975-000	Capital Outlay-Construction	0.00	0.00	0.00	0.00	0.00
Total Dept 901 - 905		890.00	890.00	0.00	0.00	100.00
TOTAL EXPENDITURES		890.00	890.00	0.00	0.00	100.00
Fund 401 - CAPITAL PROJECTS FUND:						
TOTAL REVENUES		0.00	1.65	0.16	(1.65)	100.00
TOTAL EXPENDITURES		890.00	890.00	0.00	0.00	100.00
NET OF REVENUES & EXPENDITURES		(890.00)	(888.35)	0.16	(1.65)	9
BEG. FUND BALANCE		3,369.99	3,369.99			76

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LAKE ORION  
 PERIOD ENDING 03/31/2024  
 % Fiscal Year Completed: 75.14

Section 10, Item A.

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 401 - CAPITAL PROJECTS FUND						
END FUND BALANCE		2,479.99	2,481.64			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LAKE ORION  
 PERIOD ENDING 03/31/2024  
 % Fiscal Year Completed: 75.14

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 404 - DDA PROPERTY ACQUISITION						
Revenues						
Dept 000 - REVENUE						
404-000-664-000	Interest Earnings	150.00	94.83	10.95	55.17	63.22
404-000-694-000	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
404-000-699-248	Interfund Transfer In - DDA	483,750.00	157,500.00	0.00	326,250.00	32.56
Total Dept 000 - REVENUE		483,900.00	157,594.83	10.95	326,305.17	32.57
TOTAL REVENUES		483,900.00	157,594.83	10.95	326,305.17	32.57
Expenditures						
Dept 901 - 905						
404-901-901-000	Debt Service- Parking Deck	168,750.00	0.00	0.00	168,750.00	0.00
404-901-930-000	Repair & Maintenance - Bldg	0.00	0.00	0.00	0.00	0.00
404-901-950-000	Demolition & Land Improvement	0.00	0.00	0.00	0.00	0.00
404-901-956-000	Miscellaneous	0.00	0.00	0.00	0.00	0.00
404-901-971-000	Capital Outlay - Building	0.00	0.00	0.00	0.00	0.00
404-901-980-248	Prop Acq Transfer to DDA	0.00	0.00	0.00	0.00	0.00
404-901-992-000	Bond Principal	300,000.00	300,000.00	0.00	0.00	100.00
404-901-995-000	Bond Interest	15,000.00	15,000.00	0.00	0.00	100.00
Total Dept 901 - 905		483,750.00	315,000.00	0.00	168,750.00	65.12
TOTAL EXPENDITURES		483,750.00	315,000.00	0.00	168,750.00	65.12
Fund 404 - DDA PROPERTY ACQUISITION:						
TOTAL REVENUES		483,900.00	157,594.83	10.95	326,305.17	32.57
TOTAL EXPENDITURES		483,750.00	315,000.00	0.00	168,750.00	65.12
NET OF REVENUES & EXPENDITURES		150.00	(157,405.17)	10.95	157,555.17	14,936.78
BEG. FUND BALANCE		326,840.70	326,840.70			
END FUND BALANCE		326,990.70	169,435.53			

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 592 - WATER AND SEWER FUND						
Revenues						
Dept 000 - REVENUE						
592-000-445-000	Penalties & Interest on Taxes	0.00	0.00	0.00	0.00	0.00
592-000-540-001	State Grants -SAW	0.00	0.00	0.00	0.00	0.00
592-000-547-000	State Grant - Other	0.00	0.00	0.00	0.00	0.00
592-000-620-000	Sewer Penalty Fees	12,000.00	13,378.88	0.00	(1,378.88)	111.49
592-000-640-000	Capital/Lateral Charges Sewer	9,000.00	0.00	0.00	9,000.00	0.00
592-000-640-002	Capital/Lateral Charges-Water	10,000.00	5,704.97	0.00	4,295.03	57.05
592-000-645-000	Sewer Usage Charges	1,136,296.00	298,339.39	1,196.73	837,956.61	26.26
592-000-645-002	Water Usage Charges	1,388,806.00	264,443.49	1,023.14	1,124,362.51	19.04
592-000-648-000	Federal Grant Revenue	0.00	0.00	0.00	0.00	0.00
592-000-662-002	Water Penalty Fees	16,000.00	12,724.15	0.00	3,275.85	79.53
592-000-664-000	Sewer Interest Earned	9,000.00	16,811.53	59.82	(7,811.53)	186.79
592-000-664-002	Water Interest Earned	0.00	0.00	0.00	0.00	0.00
592-000-664-003	Promissory Note Interest	7,500.00	15,000.00	0.00	(7,500.00)	200.00
592-000-671-999	Appropriation from Fund Balanc	0.00	0.00	0.00	0.00	0.00
592-000-673-000	Gain/Loss on Sale of Assets	0.00	0.00	0.00	0.00	0.00
592-000-683-000	Reimbursements-Other	0.00	0.00	0.00	0.00	0.00
592-000-694-000	Miscellaneous Revenue	500.00	20,647.90	250.00	(20,147.90)	4,129.58
592-000-695-002	Non-Village Water Debt	0.00	517,894.00	0.00	(517,894.00)	100.00
592-000-699-101	Interfund Transfer In - General Fund	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - REVENUE		2,589,102.00	1,164,944.31	2,529.69	1,424,157.69	44.99
TOTAL REVENUES		2,589,102.00	1,164,944.31	2,529.69	1,424,157.69	44.99
Expenditures						
Dept 260 - GENERAL ACTIVITIES						
592-260-805-000	Audit Fees	7,000.00	5,922.00	0.00	1,078.00	84.60
592-260-823-001	Municipal Software	0.00	0.00	0.00	0.00	0.00
592-260-852-000	Miss Dig	2,334.00	2,333.68	0.00	0.32	99.99
592-260-959-000	Financial Administration	121,368.00	92,928.78	10,114.00	28,439.22	76.57
Total Dept 260 - GENERAL ACTIVITIES		130,702.00	101,184.46	10,114.00	29,517.54	77.42
Dept 548 - SEWER ACTIVITIES						
592-548-701-000	Wages	0.00	0.00	0.00	0.00	0.00
592-548-715-000	Social Security	0.00	0.00	0.00	0.00	0.00
592-548-716-000	Health Insurance- Medical	0.00	0.00	0.00	0.00	0.00
592-548-717-000	Life & Disability Insurance	0.00	0.00	0.00	0.00	0.00
592-548-718-000	Dental Insurance	0.00	0.00	0.00	0.00	0.00
592-548-719-000	Pension	0.00	0.00	0.00	0.00	0.00
592-548-721-000	Vision Care	0.00	0.00	0.00	0.00	0.00
592-548-722-000	Worker's Comp. Insurance	0.00	0.00	0.00	0.00	0.00
592-548-726-000	Supplies	800.00	846.19	289.51	(46.19)	105.77
592-548-801-000	Contract Services	12,000.00	19,637.07	4,611.67	(7,637.07)	163.64
592-548-813-000	Legal Service	0.00	0.00	0.00	0.00	0.00
592-548-831-000	Sewage Disposal Costs	943,480.00	558,455.68	41,048.21	385,024.32	59.19
592-548-956-000	Dues & Miscellaneous	0.00	0.00	0.00	0.00	0.00
592-548-975-001	Capital Improvements - SAW	0.00	0.00	0.00	0.00	0.00
592-548-992-000	Interceptor Drain Bond Princip	63,353.00	0.00	0.00	63,353.00	0.00
592-548-995-000	Bond Interest	22,781.00	14,343.13	0.00	8,437.87	63.41

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 592 - WATER AND SEWER FUND						
Expenditures						
<hr/>						
Total Dept 548 - SEWER ACTIVITIES		1,042,414.00	593,282.07	45,949.39	449,131.93	56.91
Dept 556 - WATER ACTIVITIES						
592-556-701-000	Wages	60,683.00	35,379.19	3,539.53	25,303.81	58.30
592-556-701-013	Overtime	5,000.00	2,282.63	75.90	2,717.37	45.65
592-556-714-000	Fringe Benefits	0.00	0.00	0.00	0.00	0.00
592-556-715-000	Social Security	5,037.00	2,881.14	276.53	2,155.86	57.20
592-556-716-000	Health Insurance- Medical	13,200.00	7,243.60	428.98	5,956.40	54.88
592-556-717-000	Life - Disability Insurance	745.00	412.20	38.33	332.80	55.33
592-556-718-000	Dental Insurance	1,260.00	906.97	92.58	353.03	71.98
592-556-719-000	Pension	88,732.00	73,951.93	8,229.19	14,780.07	83.34
592-556-721-000	Vision Care	263.00	158.49	16.21	104.51	60.26
592-556-722-000	Worker's Comp. Insurance	2,500.00	3,026.16	0.00	(526.16)	121.05
592-556-726-000	Supplies	7,000.00	2,320.21	0.00	4,679.79	33.15
592-556-741-000	Small Tools	1,500.00	0.00	0.00	1,500.00	0.00
592-556-745-000	Water Purchase -Orion Township	485,100.00	331,054.29	35,678.58	154,045.71	68.24
592-556-801-000	Contract Services	11,666.00	4,440.63	1,556.25	7,225.37	38.06
592-556-806-000	Engineering	50,000.00	2,337.50	0.00	47,662.50	4.68
592-556-813-000	Legal Service	1,000.00	552.75	173.25	447.25	55.28
592-556-831-000	Sewage Disposal Costs	0.00	0.00	0.00	0.00	0.00
592-556-931-000	Equip Repair & Maint - Misc.	3,000.00	2,315.96	(363.96)	684.04	77.20
592-556-931-001	Equip Repair & Maint - Hydrant	7,500.00	2,147.69	1,773.00	5,352.31	28.64
592-556-931-002	Equip Repair & Maint - Mains	5,000.00	332.78	278.00	4,667.22	6.66
592-556-931-003	Equip Repair & Maint - Meters	5,000.00	0.00	0.00	5,000.00	0.00
592-556-940-000	Equipment Rental	22,000.00	17,653.86	1,608.23	4,346.14	80.24
592-556-956-000	Dues & Miscellaneous	3,500.00	1,618.08	0.00	1,881.92	46.23
592-556-957-000	Education and Training	3,000.00	1,768.58	1,150.00	1,231.42	58.95
592-556-975-000	Capital Improvement	0.00	0.00	0.00	0.00	0.00
592-556-977-001	Capital Improvemts-Fairview	0.00	0.00	0.00	0.00	0.00
592-556-991-000	Principal Payments - Debt	0.00	0.00	0.00	0.00	0.00
592-556-992-001	2003 GO Bond Principal	0.00	0.00	0.00	0.00	0.00
592-556-992-002	State Revolving Bond Principal	270,000.00	265,000.00	265,000.00	5,000.00	98.15
592-556-995-000	Bond Interest Expense	90,214.00	91,814.77	47,345.98	(1,600.77)	101.77
592-556-995-001	2003 GO Bond Interest	0.00	0.00	0.00	0.00	0.00
592-556-995-002	98 Revenue Bond Interest	0.00	0.00	0.00	0.00	0.00
Total Dept 556 - WATER ACTIVITIES		1,142,900.00	849,599.41	366,896.58	293,300.59	74.34
Dept 560 - DEPRECIATION						
592-560-958-002	Water Depreciation	145,000.00	0.00	0.00	145,000.00	0.00
592-560-968-000	Sewer Depreciation	130,000.00	0.00	0.00	130,000.00	0.00
Total Dept 560 - DEPRECIATION		275,000.00	0.00	0.00	275,000.00	0.00
TOTAL EXPENDITURES		2,591,016.00	1,544,065.94	422,959.97	1,046,950.06	59.59
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Fund 592 - WATER AND SEWER FUND: TOTAL REVENUES		2,589,102.00	1,164,944.31	2,529.69	1,424,157.69	44.99



REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LAKE ORION  
 PERIOD ENDING 03/31/2024  
 % Fiscal Year Completed: 75.14

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 592 - WATER AND SEWER FUND						
TOTAL EXPENDITURES		2,591,016.00	1,544,065.94	422,959.97	1,046,950.06	59.59
NET OF REVENUES & EXPENDITURES		(1,914.00)	(379,121.63)	(420,430.28)	377,207.63	9,807.82
BEG. FUND BALANCE		7,181,312.24	7,181,312.24			
END FUND BALANCE		7,179,398.24	6,802,190.61			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LAKE ORION  
 PERIOD ENDING 03/31/2024  
 % Fiscal Year Completed: 75.14

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 701 - ESCROW						
Revenues						
Dept 000 - REVENUE						
701-000-406-000	In Lieu of Taxes	0.00	0.00	0.00	0.00	0.00
701-000-664-000	Interest Earnings	0.00	0.00	0.00	0.00	0.00
701-000-675-000	Review/Escrow Deposits	0.00	2,715.36	1,000.00	(2,715.36)	100.00
Total Dept 000 - REVENUE		0.00	2,715.36	1,000.00	(2,715.36)	100.00
TOTAL REVENUES		0.00	2,715.36	1,000.00	(2,715.36)	100.00
Expenditures						
Dept 000 - REVENUE						
701-000-965-101	Transfer Out - General Fund	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - REVENUE		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 701 - ESCROW:						
TOTAL REVENUES		0.00	2,715.36	1,000.00	(2,715.36)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	2,715.36	1,000.00	(2,715.36)	100.00
BEG. FUND BALANCE		15,682.50	15,682.50			
END FUND BALANCE		15,682.50	18,397.86			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LAKE ORION  
 PERIOD ENDING 03/31/2024  
 % Fiscal Year Completed: 75.14

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 737 - OPEB TRUST FUND						
Revenues						
Dept 000 - REVENUE						
737-000-581-000	Contribution - General Fund (OPEB)	0.00	0.00	0.00	0.00	0.00
737-000-669-000	Investment Gains and Losses	0.00	14,305.24	0.00	(14,305.24)	100.00
Total Dept 000 - REVENUE		0.00	14,305.24	0.00	(14,305.24)	100.00
TOTAL REVENUES		0.00	14,305.24	0.00	(14,305.24)	100.00
Expenditures						
Dept 000 - REVENUE						
737-000-801-000	Contractual Services	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - REVENUE		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 737 - OPEB TRUST FUND:						
TOTAL REVENUES		0.00	14,305.24	0.00	(14,305.24)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	14,305.24	0.00	(14,305.24)	100.00
BEG. FUND BALANCE		212,759.34	212,759.34			
END FUND BALANCE		212,759.34	227,064.58			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LAKE ORION  
 PERIOD ENDING 03/31/2024  
 % Fiscal Year Completed: 75.14

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 752 - PAYROLL CLEARING						
Revenues						
Dept 000 - REVENUE						
752-000-528-200	Federal Grants Other - County CARES	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - REVENUE		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
Fund 752 - PAYROLL CLEARING:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
BEG. FUND BALANCE						
END FUND BALANCE						

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LAKE ORION  
 PERIOD ENDING 03/31/2024  
 % Fiscal Year Completed: 75.14

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 901 - FIXED ASSETS						
Expenditures						
Dept 101 - VILLAGE COUNCIL						
901-101-975-000	Capital Outlay	0.00	0.00	0.00	0.00	0.00
Total Dept 101 - VILLAGE COUNCIL		0.00	0.00	0.00	0.00	0.00
Dept 301 - POLICE/SHERIFF/CONSTABLE						
901-301-975-000	Capital Outlay	0.00	0.00	0.00	0.00	0.00
Total Dept 301 - POLICE/SHERIFF/CONSTABLE		0.00	0.00	0.00	0.00	0.00
Dept 441 - DEPARTMENT OF PUBLIC WORKS						
901-441-975-000	Capital Outlay	0.00	0.00	0.00	0.00	0.00
Total Dept 441 - DEPARTMENT OF PUBLIC WORKS		0.00	0.00	0.00	0.00	0.00
Dept 560 - DEPRECIATION						
901-560-968-001	Depr General Government	0.00	0.00	0.00	0.00	0.00
901-560-968-002	Depr Public Safety	0.00	0.00	0.00	0.00	0.00
901-560-968-003	Depr Public Works	0.00	0.00	0.00	0.00	0.00
901-560-968-004	Depr Recreation and Culture	0.00	0.00	0.00	0.00	0.00
901-560-968-005	Depreciation Equipment	0.00	0.00	0.00	0.00	0.00
Total Dept 560 - DEPRECIATION		0.00	0.00	0.00	0.00	0.00
Dept 751 - PARKS AND RECREATION						
901-751-975-000	Capital Outlay	0.00	0.00	0.00	0.00	0.00
Total Dept 751 - PARKS AND RECREATION		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 901 - FIXED ASSETS:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
BEG. FUND BALANCE						
END FUND BALANCE						
TOTAL REVENUES - ALL FUNDS		11,390,019.00	5,708,616.71	437,801.72	5,681,402.29	50.12
TOTAL EXPENDITURES - ALL FUNDS		11,630,855.00	7,692,489.51	1,058,117.90	3,938,365.49	6
NET OF REVENUES & EXPENDITURES		(240,836.00)	(1,983,872.80)	(620,316.18)	1,743,036.80	82
BEG. FUND BALANCE - ALL FUNDS		15,357,030.51	15,357,030.51			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LAKE ORION  
PERIOD ENDING 03/31/2024  
% Fiscal Year Completed: 75.14

Section 10, Item A.

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% BDGT USED
END FUND BALANCE - ALL FUNDS		15,116,194.51	13,373,157.71			

Fund 101 GENERAL FUND

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
*** Assets ***			
ACCOUNTS RECEIVABLE			
101-000-020-000	Current Real Property Tax Receivable	4,348.66	10,342.43
101-000-028-000	Garbage Charges Receivable	13,416.09	18,910.53
101-000-029-000	Garbage Penalty Charges Receivable	2,112.36	2,743.78
101-000-040-000	Accounts Receivable	183.71	39,303.00
ACCOUNTS RECEIVABLE		20,060.82	71,299.74
CASH CHECKING			
101-000-001-000	Cash	4,263.20	4,340.12
101-000-007-000	Payroll-checking	1,334.12	863.24
CASH CHECKING		5,597.32	5,203.36
DUE FROM OTHER AGENCY			
DUE FROM OTHER AGENCY		0.00	0.00
DUE FROM INTERFUND			
DUE FROM INTERFUND		0.00	0.00
CASH INVESTMENTS			
CASH INVESTMENTS		0.00	0.00
PREPAID EXPENDITURES			
PREPAID EXPENDITURES		0.00	0.00
CASH SAVINGS			
101-000-002-000	Cash - Savings-GF Receiving	328,559.64	864,153.99
101-000-002-001	Cash Savings - Water Sewer	661.09	4,270.49
101-000-009-000	Investment/ MI Class	80,454.43	84,523.38
101-000-010-000	Investment/LGIP County Inv	465,013.13	601,693.24
101-000-011-000	Cash - Payroll Savings	24,176.99	(8,998.57)
101-000-018-000	Cash - Imprest (Petty Cash)	225.00	100.00
101-000-019-000	Change Fund - Cash Drawer	250.00	250.00
CASH SAVINGS		899,340.28	1,545,992.53
Unclassified			
101-000-034-000	Unbilled Utility/Rubbish Receivable	48,546.33	0.00
101-000-067-301	Due from other funds	0.00	6.15
Unclassified		48,546.33	6.15
<b>Total Assets</b>		<b>973,544.75</b>	<b>1,622,501.78</b>
*** Liabilities ***			
ACCRUED AND OTHER LIAB			
101-000-213-000	Accrued Property Tax - Est Chargebacks	3,700.00	3,700.00
101-000-222-100	DUE TO OAKLAND COUNTY - DOG LICENSE	444.50	571.50
101-000-228-100	DUE TO STATE OF MICHIGAN - FINGERPRINT	95.00	138.25
101-000-231-002	Accident Ins -Principal	0.00	0.10
101-000-247-000	Health Insurance	0.00	8.95
101-000-279-000	Due From Retirees - Retiree Healthcare	405.05	(2,216.11)
101-000-280-000	Due to Other Govt - Undistributed PILOT	0.00	(150.00)
101-000-281-000	BZA/PC DEPOSITS	8,863.32	(23,002.94)
ACCRUED AND OTHER LIAB		13,507.87	(20,950.25)
ACCOUNTS PAYABLE			
101-000-202-000	Accounts Payable	1,737.68	0.00
ACCOUNTS PAYABLE		1,737.68	0.00

Fund 101 GENERAL FUND

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
*** Liabilities ***			
DUE TO INTERFUND			
	DUE TO INTERFUND	0.00	0.00
Unclassified			
101-000-339-000	Deferred Revenue	0.00	39,303.00
	Unclassified	0.00	39,303.00
<b>Total Liabilities</b>		<b>15,245.55</b>	<b>18,352.75</b>
*** Fund Balance ***			
FUND BALANCE			
101-000-390-000	Fund Balance - Unassigned	791,074.97	864,895.51
	FUND BALANCE	791,074.97	864,895.51
<b>Total Fund Balance</b>		<b>791,074.97</b>	<b>864,895.51</b>
<b>Beginning Fund Balance</b>		<b>791,074.97</b>	<b>864,895.51</b>
<b>Net of Revenues VS Expenditures</b>		<b>167,224.23</b>	<b>739,253.52</b>
<b>Ending Fund Balance</b>		<b>958,299.20</b>	<b>1,604,149.03</b>
<b>Total Liabilities And Fund Balance</b>		<b>973,544.75</b>	<b>1,622,501.78</b>



Fund 151 CEMETERY TRUST FUND

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
*** Assets ***			
ACCOUNTS RECEIVABLE			
151-000-040-000	Accounts Receivable	10,164.00	0.00
	ACCOUNTS RECEIVABLE	<u>10,164.00</u>	<u>0.00</u>
CASH CHECKING			
	CASH CHECKING	<u>0.00</u>	<u>0.00</u>
CASH INVESTMENTS			
	CASH INVESTMENTS	<u>0.00</u>	<u>0.00</u>
PREPAID EXPENDITURES			
	PREPAID EXPENDITURES	<u>0.00</u>	<u>0.00</u>
CASH SAVINGS			
151-000-002-000	Cash - Savings-CPCF	127,258.72	112,335.25
151-000-010-000	Investment/LGIP County Inv	104,283.94	105,770.89
	CASH SAVINGS	<u>231,542.66</u>	<u>218,106.14</u>
Unclassified			
151-000-084-125	Due From DPW	122,181.80	94,291.80
	Unclassified	<u>122,181.80</u>	<u>94,291.80</u>
	<b>Total Assets</b>	<b>363,888.46</b>	<b>312,397.94</b>
*** Liabilities ***			
ACCRUED AND OTHER LIAB			
	ACCRUED AND OTHER LIAB	<u>0.00</u>	<u>0.00</u>
ACCOUNTS PAYABLE			
	ACCOUNTS PAYABLE	<u>0.00</u>	<u>0.00</u>
DUE TO INTERFUND			
	DUE TO INTERFUND	<u>0.00</u>	<u>0.00</u>
	<b>Total Liabilities</b>	<b>0.00</b>	<b>0.00</b>
*** Fund Balance ***			
FUND BALANCE			
151-000-390-000	Fund Balance - Unassigned	339,617.67	367,198.37
	FUND BALANCE	<u>339,617.67</u>	<u>367,198.37</u>
	<b>Total Fund Balance</b>	<b>339,617.67</b>	<b>367,198.37</b>
	<b>Beginning Fund Balance</b>	<b>339,617.67</b>	<b>367,198.37</b>
	<b>Net of Revenues VS Expenditures</b>	<b>24,270.79</b>	<b>(54,800.43)</b>
	<b>Ending Fund Balance</b>	<b>363,888.46</b>	<b>312,397.94</b>
	<b>Total Liabilities And Fund Balance</b>	<b>363,888.46</b>	<b>312,397.94</b>

Fund 202 MAJOR STREET FUND

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
*** Assets ***			
ACCOUNTS RECEIVABLE			
	ACCOUNTS RECEIVABLE	0.00	0.00
CASH CHECKING			
202-000-007-000	Payroll-checking	0.00	(0.98)
	CASH CHECKING	0.00	(0.98)
DUE FROM OTHER AGENCY			
	DUE FROM OTHER AGENCY	0.00	0.00
DUE FROM INTERFUND			
	DUE FROM INTERFUND	0.00	0.00
PREPAID EXPENDITURES			
	PREPAID EXPENDITURES	0.00	0.00
CASH SAVINGS			
202-000-002-000	CASH	192,968.02	116,166.46
202-000-010-000	Investment/LGIP County Inv	218,069.26	355,943.25
202-000-011-000	Cash - Payroll Savings	1,549.06	8,298.27
	CASH SAVINGS	412,586.34	480,407.98
Unclassified			
	Unclassified	0.00	0.00
	<b>Total Assets</b>	<b>412,586.34</b>	<b>480,407.00</b>
*** Liabilities ***			
ACCRUED AND OTHER LIAB			
	ACCRUED AND OTHER LIAB	0.00	0.00
ACCOUNTS PAYABLE			
	ACCOUNTS PAYABLE	0.00	0.00
DUE TO INTERFUND			
	DUE TO INTERFUND	0.00	0.00
	<b>Total Liabilities</b>	<b>0.00</b>	<b>0.00</b>
*** Fund Balance ***			
FUND BALANCE			
202-000-390-000	Fund Balance - Unassigned	388,858.58	484,628.42
	FUND BALANCE	388,858.58	484,628.42
	<b>Total Fund Balance</b>	<b>388,858.58</b>	<b>484,628.42</b>
	<b>Beginning Fund Balance</b>	<b>388,858.58</b>	<b>484,628.42</b>
	<b>Net of Revenues VS Expenditures</b>	<b>23,727.76</b>	<b>(4,221.90)</b>
	<b>Ending Fund Balance</b>	<b>412,586.34</b>	<b>480,406.52</b>

Fund 202 MAJOR STREET FUND

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
<b>Total Liabilities And Fund Balance</b>		<b>412,586.34</b>	<b>480,407.00</b>

Fund 203 LOCAL STREET FUND

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
*** Assets ***			
ACCOUNTS RECEIVABLE			
	ACCOUNTS RECEIVABLE	0.00	0.00
CASH CHECKING			
203-000-007-000	Payroll-checking	0.00	(15.41)
	CASH CHECKING	0.00	(15.41)
DUE FROM OTHER AGENCY			
	DUE FROM OTHER AGENCY	0.00	0.00
DUE FROM INTERFUND			
	DUE FROM INTERFUND	0.00	0.00
PREPAID EXPENDITURES			
	PREPAID EXPENDITURES	0.00	0.00
CASH SAVINGS			
203-000-002-000	Cash - Savings-LSF	(3,427.15)	34,290.56
203-000-010-000	Investment/LGIP County Inv	46,532.71	47,196.13
203-000-011-000	Cash - Payroll Savings	3,347.02	10,144.04
	CASH SAVINGS	46,452.58	91,630.73
Unclassified			
	Unclassified	0.00	0.00
	<b>Total Assets</b>	<b>46,452.58</b>	<b>91,615.32</b>
*** Liabilities ***			
ACCRUED AND OTHER LIAB			
	ACCRUED AND OTHER LIAB	0.00	0.00
ACCOUNTS PAYABLE			
	ACCOUNTS PAYABLE	0.00	0.00
DUE TO INTERFUND			
	DUE TO INTERFUND	0.00	0.00
	<b>Total Liabilities</b>	<b>0.00</b>	<b>0.00</b>
*** Fund Balance ***			
FUND BALANCE			
203-000-390-000	Fund Balance - Unassigned	63,125.21	83,506.80
	FUND BALANCE	63,125.21	83,506.80
Unclassified			
	Unclassified	0.00	0.00
	<b>Total Fund Balance</b>	<b>63,125.21</b>	<b>83,506.80</b>

Fund 203 LOCAL STREET FUND

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
	<b>Beginning Fund Balance</b>	<b>63,125.21</b>	<b>83,506.80</b>
	<b>Net of Revenues VS Expenditures</b>	<b>(16,672.63)</b>	<b>8,108.52</b>
	<b>Ending Fund Balance</b>	<b>46,452.58</b>	<b>91,615.32</b>
	<b>Total Liabilities And Fund Balance</b>	<b>46,452.58</b>	<b>91,615.32</b>

Fund 207 POLICE FUND

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
*** Assets ***			
ACCOUNTS RECEIVABLE			
207-000-040-000	Accounts Receivable	107,361.17	106,418.17
	ACCOUNTS RECEIVABLE	<u>107,361.17</u>	<u>106,418.17</u>
CASH CHECKING			
207-000-001-000	Cash	0.00	(42.86)
207-000-007-000	Payroll-checking	0.00	21.64
	CASH CHECKING	<u>0.00</u>	<u>(21.22)</u>
DUE FROM OTHER AGENCY			
207-000-072-000	Due From Counties	4,144.81	4,144.81
	DUE FROM OTHER AGENCY	<u>4,144.81</u>	<u>4,144.81</u>
DUE FROM INTERFUND			
	DUE FROM INTERFUND	<u>0.00</u>	<u>0.00</u>
CASH INVESTMENTS			
	CASH INVESTMENTS	<u>0.00</u>	<u>0.00</u>
PREPAID EXPENDITURES			
	PREPAID EXPENDITURES	<u>0.00</u>	<u>0.00</u>
CASH SAVINGS			
207-000-002-000	Cash Savings	248,704.20	(75,348.82)
207-000-010-000	Investment/LGIP County Inv	289,917.04	294,050.52
207-000-011-000	Cash - Payroll Savings	970.41	30,883.89
	CASH SAVINGS	<u>539,591.65</u>	<u>249,585.59</u>
Unclassified			
	Unclassified	<u>0.00</u>	<u>0.00</u>
	<b>Total Assets</b>	<b><u>651,097.63</u></b>	<b><u>360,127.35</u></b>
*** Liabilities ***			
ACCRUED AND OTHER LIAB			
207-000-213-000	Accrued Property Tax - Est Chargebacks	1,100.00	1,100.00
207-000-231-002	Accident Ins -Principal	0.00	40.62
	ACCRUED AND OTHER LIAB	<u>1,100.00</u>	<u>1,140.62</u>
ACCOUNTS PAYABLE			
	ACCOUNTS PAYABLE	<u>0.00</u>	<u>0.00</u>
DEFERRED INFLOWS			
207-000-212-000	Ouil - Def Revenue	110,777.17	106,418.17
	DEFERRED INFLOWS	<u>110,777.17</u>	<u>106,418.17</u>
DUE TO INTERFUND			
	DUE TO INTERFUND	<u>0.00</u>	<u>0.00</u>
	<b>Total Liabilities</b>	<b><u>111,877.17</u></b>	<b><u>107,558.79</u></b>

\*\*\* Fund Balance \*\*\*

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Fund 207 POLICE FUND

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
*** Fund Balance ***			
FUND BALANCE			
207-000-390-000	Fund Balance - Unassigned	440,604.49	317,519.23
	FUND BALANCE	440,604.49	317,519.23
Unclassified			
	Unclassified	0.00	0.00
<b>Total Fund Balance</b>		<b>440,604.49</b>	<b>317,519.23</b>
<b>Beginning Fund Balance</b>		<b>440,604.49</b>	<b>317,519.23</b>
<b>Net of Revenues VS Expenditures</b>		<b>98,615.97</b>	<b>(64,950.67)</b>
<b>Ending Fund Balance</b>		<b>539,220.46</b>	<b>252,568.56</b>
<b>Total Liabilities And Fund Balance</b>		<b>651,097.63</b>	<b>360,127.35</b>

Fund 225 DEPT OF PUBLIC WORKS FUND

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
*** Assets ***			
ACCOUNTS RECEIVABLE			
225-000-040-000	Accounts Receivable	2,800.00	2,129.46
	ACCOUNTS RECEIVABLE	<u>2,800.00</u>	<u>2,129.46</u>
CASH CHECKING			
225-000-001-000	Cash	0.00	1,978.15
225-000-007-000	Payroll-checking	0.00	26.73
	CASH CHECKING	<u>0.00</u>	<u>2,004.88</u>
DUE FROM INTERFUND			
	DUE FROM INTERFUND	<u>0.00</u>	<u>0.00</u>
CASH INVESTMENTS			
	CASH INVESTMENTS	<u>0.00</u>	<u>0.00</u>
PREPAID EXPENDITURES			
	PREPAID EXPENDITURES	<u>0.00</u>	<u>0.00</u>
CASH SAVINGS			
225-000-002-000	Cash - Savings - DPW Fund	125,330.06	175,136.29
225-000-010-000	Investment/LGIP County Inv	26,957.20	27,341.49
225-000-011-000	Cash - Payroll Savings	(338.97)	(47.08)
	CASH SAVINGS	<u>151,948.29</u>	<u>202,430.70</u>
Unclassified			
	Unclassified	<u>0.00</u>	<u>0.00</u>
	<b>Total Assets</b>	<b><u>154,748.29</u></b>	<b><u>206,565.04</u></b>
*** Liabilities ***			
ACCRUED AND OTHER LIAB			
	ACCRUED AND OTHER LIAB	<u>0.00</u>	<u>0.00</u>
ACCOUNTS PAYABLE			
225-000-202-000	Accounts Payable	758.55	0.00
	ACCOUNTS PAYABLE	<u>758.55</u>	<u>0.00</u>
DUE TO INTERFUND			
225-000-214-711	DUE TO CEMETERY PERPETUAL CARE	122,181.80	94,291.80
	DUE TO INTERFUND	<u>122,181.80</u>	<u>94,291.80</u>
	<b>Total Liabilities</b>	<b><u>122,940.35</u></b>	<b><u>94,291.80</u></b>
*** Fund Balance ***			
FUND BALANCE			
225-000-390-000	Fund Balance - Unassigned	29,945.32	52,251.20
	FUND BALANCE	<u>29,945.32</u>	<u>52,251.20</u>
Unclassified			
	Unclassified	<u>0.00</u>	<u>0.00</u>



Fund 225 DEPT OF PUBLIC WORKS FUND

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
*** Fund Balance ***			
<b>Total Fund Balance</b>		<b>29,945.32</b>	<b>52,251.20</b>
<b>Beginning Fund Balance</b>		<b>29,945.32</b>	<b>52,251.20</b>
<b>Net of Revenues VS Expenditures</b>		<b>1,862.62</b>	<b>60,022.04</b>
<b>Ending Fund Balance</b>		<b>31,807.94</b>	<b>112,273.24</b>
<b>Total Liabilities And Fund Balance</b>		<b>154,748.29</b>	<b>206,565.04</b>

Fund 231 PARKING METER/SYSTEM FUND

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
*** Assets ***			
CASH CHECKING			
	CASH CHECKING	0.00	0.00
PREPAID EXPENDITURES			
	PREPAID EXPENDITURES	0.00	0.00
CASH SAVINGS			
231-000-002-000	CASH	(4,062.81)	(411.20)
231-000-011-000	Cash - Payroll Savings	309.58	197.31
	CASH SAVINGS	(3,753.23)	(213.89)
<b>Total Assets</b>		<b>(3,753.23)</b>	<b>(213.89)</b>
*** Liabilities ***			
ACCRUED AND OTHER LIAB			
	ACCRUED AND OTHER LIAB	0.00	0.00
ACCOUNTS PAYABLE			
	ACCOUNTS PAYABLE	0.00	0.00
DUE TO INTERFUND			
	DUE TO INTERFUND	0.00	0.00
<b>Total Liabilities</b>		<b>0.00</b>	<b>0.00</b>
*** Fund Balance ***			
FUND BALANCE			
231-000-390-000	Fund Balance - Unassigned	1,420.12	3,916.47
	FUND BALANCE	1,420.12	3,916.47
<b>Total Fund Balance</b>		<b>1,420.12</b>	<b>3,916.47</b>
<b>Beginning Fund Balance</b>		<b>1,420.12</b>	<b>3,916.47</b>
<b>Net of Revenues VS Expenditures</b>		<b>(5,173.35)</b>	<b>(4,130.36)</b>
<b>Ending Fund Balance</b>		<b>(3,753.23)</b>	<b>(213.89)</b>
<b>Total Liabilities And Fund Balance</b>		<b>(3,753.23)</b>	<b>(213.89)</b>

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
*** Assets ***			
ACCOUNTS RECEIVABLE			
	ACCOUNTS RECEIVABLE	0.00	0.00
CASH CHECKING			
248-000-001-000	Cash	0.00	(125.04)
248-000-007-000	Payroll-checking	(150.00)	(250.00)
	CASH CHECKING	(150.00)	(375.04)
DUE FROM OTHER AGENCY			
	DUE FROM OTHER AGENCY	0.00	0.00
DUE FROM INTERFUND			
	DUE FROM INTERFUND	0.00	0.00
CASH INVESTMENTS			
	CASH INVESTMENTS	0.00	0.00
PREPAID EXPENDITURES			
	PREPAID EXPENDITURES	0.00	0.00
CASH SAVINGS			
248-000-002-000	Cash Savings	48,839.53	496,907.73
248-000-010-000	Investment/LGIP County Inv	398,456.83	404,137.49
248-000-011-000	Cash - Payroll Savings	(5,587.33)	2,771.39
	CASH SAVINGS	441,709.03	903,816.61
Unclassified			
	Unclassified	0.00	0.00
	<b>Total Assets</b>	<b>441,559.03</b>	<b>903,441.57</b>
*** Liabilities ***			
ACCRUED AND OTHER LIAB			
248-000-213-000	Accrued Property Tax - Est Chargebacks	400.00	400.00
	ACCRUED AND OTHER LIAB	400.00	400.00
ACCOUNTS PAYABLE			
248-000-202-000	Accounts Payable	291.60	0.00
	ACCOUNTS PAYABLE	291.60	0.00
DUE TO INTERFUND			
	DUE TO INTERFUND	0.00	0.00
Unclassified			
	Unclassified	0.00	0.00
	<b>Total Liabilities</b>	<b>691.60</b>	<b>400.00</b>
*** Fund Balance ***			
FUND BALANCE			
248-000-390-000	Fund Balance - Unassigned	638,446.44	498,200.00

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Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
*** Fund Balance ***			
	FUND BALANCE	638,446.44	498,200.06
Unclassified			
	Unclassified	0.00	0.00
	<b>Total Fund Balance</b>	<b>638,446.44</b>	<b>498,200.06</b>
	<b>Beginning Fund Balance</b>	<b>638,446.44</b>	<b>498,200.06</b>
	<b>Net of Revenues VS Expenditures</b>	<b>(197,579.01)</b>	<b>404,841.51</b>
	<b>Ending Fund Balance</b>	<b>440,867.43</b>	<b>903,041.57</b>
	<b>Total Liabilities And Fund Balance</b>	<b>441,559.03</b>	<b>903,441.57</b>

Fund 301 DOWNTOWN DEV BOND PROJECT 2023

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
*** Assets ***			
CASH CHECKING			
301-000-001-000	Cash	0.00	56,386.80
	CASH CHECKING	0.00	56,386.80
CASH SAVINGS			
301-000-002-000	CASH	0.00	2,340,968.07
	CASH SAVINGS	0.00	2,340,968.07
	<b>Total Assets</b>	<b>0.00</b>	<b>2,397,354.87</b>
*** Liabilities ***			
ACCOUNTS PAYABLE			
	ACCOUNTS PAYABLE	0.00	0.00
DUE TO INTERFUND			
301-000-214-101	Due to General Fund	0.00	6.15
	DUE TO INTERFUND	0.00	6.15
	<b>Total Liabilities</b>	<b>0.00</b>	<b>6.15</b>
*** Fund Balance ***			
FUND BALANCE			
301-000-390-000	Fund Balance - Unassigned	0.00	4,944,949.68
	FUND BALANCE	0.00	4,944,949.68
	<b>Total Fund Balance</b>	<b>0.00</b>	<b>4,944,949.68</b>
	<b>Beginning Fund Balance</b>	<b>0.00</b>	<b>4,944,949.68</b>
	<b>Net of Revenues VS Expenditures</b>	<b>0.00</b>	<b>(2,547,600.96)</b>
	<b>Ending Fund Balance</b>	<b>0.00</b>	<b>2,397,348.72</b>
	<b>Total Liabilities And Fund Balance</b>	<b>0.00</b>	<b>2,397,354.87</b>

Fund 401 CAPITAL PROJECTS FUND

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
*** Assets ***			
CASH CHECKING			
	CASH CHECKING	0.00	0.00
DUE FROM INTERFUND			
	DUE FROM INTERFUND	0.00	0.00
PROPERTY, PLANT, EQUIP			
	PROPERTY, PLANT, EQUIP	0.00	0.00
CASH INVESTMENTS			
	CASH INVESTMENTS	0.00	0.00
CASH SAVINGS			
401-000-002-000	Cash - Savings-CIF	9,585.04	2,481.64
	CASH SAVINGS	9,585.04	2,481.64
Unclassified			
	Unclassified	0.00	0.00
<b>Total Assets</b>		<b>9,585.04</b>	<b>2,481.64</b>
*** Liabilities ***			
ACCRUED AND OTHER LIAB			
	ACCRUED AND OTHER LIAB	0.00	0.00
ACCOUNTS PAYABLE			
	ACCOUNTS PAYABLE	0.00	0.00
DUE TO INTERFUND			
	DUE TO INTERFUND	0.00	0.00
<b>Total Liabilities</b>		<b>0.00</b>	<b>0.00</b>
*** Fund Balance ***			
FUND BALANCE			
401-000-390-000	Fund Balance - Unassigned	191,965.31	3,369.99
	FUND BALANCE	191,965.31	3,369.99
<b>Total Fund Balance</b>		<b>191,965.31</b>	<b>3,369.99</b>
<b>Beginning Fund Balance</b>		<b>191,965.31</b>	<b>3,369.99</b>
<b>Net of Revenues VS Expenditures</b>		<b>(182,380.27)</b>	<b>(888.35)</b>
<b>Ending Fund Balance</b>		<b>9,585.04</b>	<b>2,481.64</b>
<b>Total Liabilities And Fund Balance</b>		<b>9,585.04</b>	<b>2,481.64</b>

Fund 404 DDA PROPERTY ACQUISITION

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
*** Assets ***			
CASH CHECKING			
	CASH CHECKING	0.00	0.00
DUE FROM INTERFUND			
	DUE FROM INTERFUND	0.00	0.00
PREPAID EXPENDITURES			
	PREPAID EXPENDITURES	0.00	0.00
CASH SAVINGS			
404-000-002-000	Cash-Savings-DDA Property Acq.	326,792.35	169,435.53
	CASH SAVINGS	326,792.35	169,435.53
Unclassified			
	Unclassified	0.00	0.00
<b>Total Assets</b>		<b>326,792.35</b>	<b>169,435.53</b>
*** Liabilities ***			
ACCOUNTS PAYABLE			
	ACCOUNTS PAYABLE	0.00	0.00
DUE TO INTERFUND			
	DUE TO INTERFUND	0.00	0.00
<b>Total Liabilities</b>		<b>0.00</b>	<b>0.00</b>
*** Fund Balance ***			
FUND BALANCE			
404-000-390-000	Fund Balance - Unassigned	222,473.45	326,840.70
	FUND BALANCE	222,473.45	326,840.70
<b>Total Fund Balance</b>		<b>222,473.45</b>	<b>326,840.70</b>
<b>Beginning Fund Balance</b>		<b>222,473.45</b>	<b>326,840.70</b>
<b>Net of Revenues VS Expenditures</b>		<b>104,318.90</b>	<b>(157,405.17)</b>
<b>Ending Fund Balance</b>		<b>326,792.35</b>	<b>169,435.53</b>
<b>Total Liabilities And Fund Balance</b>		<b>326,792.35</b>	<b>169,435.53</b>

Fund 592 WATER AND SEWER FUND

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
*** Assets ***			
ACCUMULATED DEPRECIATION			
592-000-141-001	Accum Depreciation - Water	(2,489,596.41)	(2,597,346.58)
592-000-145-001	Accum Depreciation Equip/Water	(247,651.88)	(258,598.63)
592-000-155-000	Accumulated Depreciation Sewer	(5,041,763.42)	(5,170,405.47)
592-000-161-000	Accumulated Depr Intangible Assets	(630,499.41)	(653,017.24)
ACCUMULATED DEPRECIATION		(8,409,511.12)	(8,679,367.92)
ADVANCE TO COMPONENT UNIT			
592-000-085-000	Advance to DDA	300,000.00	0.00
ADVANCE TO COMPONENT UNIT		300,000.00	0.00
ACCOUNTS RECEIVABLE			
592-000-020-000	Current Real Property Tax Receivable	24,155.79	67,720.36
592-000-030-000	Water Usage Receivable	56,047.77	88,658.00
592-000-031-000	Water Penalty Receivable	7,915.75	12,238.28
592-000-035-000	Sewer Charges Receivable	45,470.99	65,698.20
592-000-036-000	Sewer Penalty Receivable	6,775.66	9,512.96
ACCOUNTS RECEIVABLE		140,365.96	243,827.80
CASH CHECKING			
592-000-001-000	Cash	1,229.60	17,812.10
592-000-007-000	Payroll-checking	0.00	(10.44)
CASH CHECKING		1,229.60	17,801.66
DUE FROM OTHER AGENCY			
DUE FROM OTHER AGENCY		0.00	0.00
DUE FROM INTERFUND			
DUE FROM INTERFUND		0.00	0.00
PROPERTY, PLANT, EQUIP			
592-000-139-000	Capital Assets - Equip.	342,397.09	342,397.09
592-000-140-001	Capital Assets - Water Lines	5,387,605.41	5,387,605.41
592-000-148-000	Vehicles	1,556,204.63	1,556,204.63
592-000-154-000	Sewer System	4,931,716.39	4,931,716.39
592-000-158-001	Costruction in Progress Water	5,435,368.14	5,435,368.14
592-000-160-000	Water Connect-Intang Assets	900,713.17	900,713.17
PROPERTY, PLANT, EQUIP		18,554,004.83	18,554,004.83
CASH INVESTMENTS			
CASH INVESTMENTS		0.00	0.00
PREPAID EXPENDITURES			
592-000-123-000	Prepaid Expense	10,894.43	10,894.43
PREPAID EXPENDITURES		10,894.43	10,894.43
CASH SAVINGS			
592-000-002-000	Cash Savings - Water/Sewer Fun	169,719.47	643,190.51
592-000-002-001	Cash Savings - Water Sewer	76,727.68	23,063.36
592-000-010-000	Investment/LGIP County Inv	1,803,234.75	1,564,128.73
592-000-011-000	Cash - Payroll Savings	1,629.16	13,867.63
CASH SAVINGS		2,051,311.06	2,244,250.23
Unclassified			
592-000-034-000	Unbilled Utllility/Rubbish Receivable	475,213.13	0.00
Unclassified		475,213.13	0.00
<b>Total Assets</b>		<b>13,123,507.89</b>	<b>12,391,4</b>



Fund 592 WATER AND SEWER FUND

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
*** Liabilities ***			
ACCRUED AND OTHER LIAB			
592-000-210-000	Contracts Payable-Oakland Cty	1,148,242.54	1,100,647.43
592-000-251-000	Accrued Interest Payable	33,107.99	33,107.99
592-000-260-000	Accrued Vacation Payable	7,217.75	8,586.00
	ACCRUED AND OTHER LIAB	1,188,568.28	1,142,341.42
ACCOUNTS PAYABLE			
592-000-202-000	Accounts Payable	658.76	0.00
	ACCOUNTS PAYABLE	658.76	0.00
DEFERRED INFLOWS			
592-000-212-000	Bonds Payable	4,711,879.00	4,446,879.00
	DEFERRED INFLOWS	4,711,879.00	4,446,879.00
DUE TO INTERFUND			
	DUE TO INTERFUND	0.00	0.00
Unclassified			
	Unclassified	0.00	0.00
	<b>Total Liabilities</b>	<b>5,901,106.04</b>	<b>5,589,220.42</b>
*** Fund Balance ***			
FUND BALANCE			
	FUND BALANCE	0.00	0.00
Unclassified			
592-000-391-000	Net Position Invested in Capital Assets	4,472,154.09	4,472,154.09
592-000-395-000	Retained Earnings	2,745,423.89	2,709,158.15
	Unclassified	7,217,577.98	7,181,312.24
	<b>Total Fund Balance</b>	<b>7,217,577.98</b>	<b>7,181,312.24</b>
	<b>Beginning Fund Balance</b>	<b>7,217,577.98</b>	<b>7,181,312.24</b>
	<b>Net of Revenues VS Expenditures</b>	<b>4,823.87</b>	<b>(379,121.63)</b>
	<b>Ending Fund Balance</b>	<b>7,222,401.85</b>	<b>6,802,190.61</b>
	<b>Total Liabilities And Fund Balance</b>	<b>13,123,507.89</b>	<b>12,391,411.03</b>

Fund 701 ESCROW

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
*** Assets ***			
ACCOUNTS RECEIVABLE			
	ACCOUNTS RECEIVABLE	0.00	0.00
CASH CHECKING			
701-000-001-000	Cash	0.00	705.36
	CASH CHECKING	0.00	705.36
CASH SAVINGS			
701-000-002-000	Cash - Savings R/E Fund	63,725.59	61,077.13
	CASH SAVINGS	63,725.59	61,077.13
	<b>Total Assets</b>	<b>63,725.59</b>	<b>61,782.49</b>
*** Liabilities ***			
ACCRUED AND OTHER LIAB			
701-000-256-000	Escrow Deposits Liability	43,384.63	43,384.63
	ACCRUED AND OTHER LIAB	43,384.63	43,384.63
ACCOUNTS PAYABLE			
	ACCOUNTS PAYABLE	0.00	0.00
DUE TO INTERFUND			
	DUE TO INTERFUND	0.00	0.00
	<b>Total Liabilities</b>	<b>43,384.63</b>	<b>43,384.63</b>
*** Fund Balance ***			
FUND BALANCE			
701-000-390-000	Fund Balance - Unassigned	0.00	15,682.50
	FUND BALANCE	0.00	15,682.50
	<b>Total Fund Balance</b>	<b>0.00</b>	<b>15,682.50</b>
	<b>Beginning Fund Balance</b>	<b>0.00</b>	<b>15,682.50</b>
	<b>Net of Revenues VS Expenditures</b>	<b>20,340.96</b>	<b>2,715.36</b>
	<b>Ending Fund Balance</b>	<b>20,340.96</b>	<b>18,397.86</b>
	<b>Total Liabilities And Fund Balance</b>	<b>63,725.59</b>	<b>61,782.49</b>

Fund 737 OPEB TRUST FUND

GL Number	Description	PERIOD ENDED 03/31/2023	PERIOD ENDED 03/31/2024
*** Assets ***			
ACCOUNTS RECEIVABLE			
	ACCOUNTS RECEIVABLE	0.00	0.00
CASH INVESTMENTS			
737-000-017-000	Investments - OPEB CLS	194,190.63	227,064.58
	CASH INVESTMENTS	194,190.63	227,064.58
<b>Total Assets</b>		<b>194,190.63</b>	<b>227,064.58</b>
*** Fund Balance ***			
FUND BALANCE			
737-000-390-000	Fund Balance - Unassigned	180,905.98	212,759.34
	FUND BALANCE	180,905.98	212,759.34
<b>Total Fund Balance</b>		<b>180,905.98</b>	<b>212,759.34</b>
<b>Beginning Fund Balance</b>		<b>180,905.98</b>	<b>212,759.34</b>
<b>Net of Revenues VS Expenditures</b>		<b>13,284.65</b>	<b>14,305.24</b>
<b>Ending Fund Balance</b>		<b>194,190.63</b>	<b>227,064.58</b>
<b>Total Liabilities And Fund Balance</b>		<b>194,190.63</b>	<b>227,064.58</b>



COMERICA COMMERCIAL CARD SRVC  
 DEPARTMENT #166901  
 PO BOX 55000  
 DETROIT, MI 48255 1669

VILLAGE OF LAKE ORION  
 VILLAGE OF LAKE ORION  
 21 E CHURCH ST  
 LAKE ORION, MI 48362 0000

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Statement Summary			
<b>Total Amount Due</b>	\$1,216.80	<b>Due Date:</b>	04/18/2024
<b>Current Payment Due:</b>	\$1,216.80	<b>Billing Date:</b>	03/29/2024
<b>Past Due Amount:</b>	\$0.00	<b>Credit Limit:</b>	\$40,000.00
<b>Minimum Amount Due:</b>	\$1,216.80		

Account Summary			
<b>Previous Balance:</b>	\$3,613.98	<b>Days In This Billing Cycle:</b>	29
<b>Purchases:</b>	\$1,216.80	<b>New Cash Advances:</b>	\$0.00
<b>Cash Advances:</b>	\$0.00	<b>Cash Advance Fee:</b>	\$0.00
<b>Credits:</b>	\$0.00		
<b>Payments:</b>	(\$3,613.98)		
<b>Other Charges:</b>	\$0.00		
<b>New Balance:</b>	\$1,216.80		

Cardholder Summary	
Cardholder Name	Amount
DIANE KOCHIS - *0064	\$353.67
WESLEY A SANCHEZ - *6802	\$730.68
TODD W STANFIELD - *5137	\$40.00
SONJA J STOUT - *5796	\$92.45

Post Date	Tran Date	Reference Number	Merchant Description	Amount
			<b>PURCHASES</b>	<b>\$1,216.80</b>
			<b>PAYMENTS</b>	<b>(\$3,613.98)</b>
03/20/2024	03/20/2024	70000004060111111111111111111111	AUTOMATIC PAYMENT	(\$3,613.98)
		* * * * *		
		PLEASE NOTE THE FOLLOWING IMPORTANT INFORMATION:		
		* TRANSACTION REVIEW - NOTIFY US OF UNAUTHORIZED TRANSACTIONS OR ERRORS		

Post Date	Tran Date	Reference Number	Merchant Description	Amount
<p>WITHIN 14 DAYS FROM THE DATE OF DISCOVERY OR THE DATE THE FIRST STATEMENT OR REPORT REFLECTING THE PROBLEM IS MADE AVAILABLE TO YOU, WHICHEVER OCCURS FIRST.</p> <p>* GUIDE TO BENEFITS - THE GUIDE TO BENEFITS IS AVAILABLE ONLINE AT WWW.COMERICA.COM/COMMERCIALCARDGTB</p> <p>* TRAVEL INSURANCE - IF YOUR CARD HAS BEEN PERMISSIONED FOR TRAVEL PURCHASES, YOU ARE COVERED UNDER MASTERCARD'S WORLDWIDE AUTOMATIC TRAVEL ACCIDENT &amp; BAGGAGE INSURANCE POLICY.</p> <p>.</p> <p>IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR COMPANY'S PROGRAM ADMINISTRATOR.</p>				
			<b>DIANE KOCHIS - *0064</b>	<b>\$353.67</b>
			<b>PURCHASES</b>	<b>\$353.67</b>
03/08/2024	03/07/2024	82711164067000017204910	FLOWCODE PRO NEW YORK NY	\$9.95
03/13/2024	03/12/2024	25247804072000885030351	FIRST INSIGHT WARRENDALE PA	\$65.00
03/13/2024	03/13/2024	55429504073713800166173	CLICKUP 8886254258 CA	\$76.00
03/14/2024	03/14/2024	55432864074205623678247	AMZN Mktp US*R64892V82 Amzn.com/bill WA	\$25.99
03/15/2024	03/14/2024	25247804074001072686193	NAYAX VENDING 2 HUNT VALLEY MD	\$15.00
03/15/2024	03/14/2024	82711164074000009739759	OAKLANDTHRIVE.ORG PONTIAC MI	\$100.00
03/20/2024	03/19/2024	75418234079196039326942	IONOS INC. CHESTERBROOK PA	\$25.00
03/25/2024	03/23/2024	55429504083743536916854	ADOBE *ADOBE 4085366000 CA	\$21.19
03/28/2024	03/28/2024	55310204088083780181549	AMAZON.COM*RH0CS8YL1 SEATTLE WA	\$15.54
			<b>WESLEY A SANCHEZ - *6802</b>	<b>\$730.68</b>
			<b>PURCHASES</b>	<b>\$730.68</b>
03/12/2024	03/11/2024	05436844071300263676043	ROTARY MULTIFORMS MADISON HEIGH MI	\$565.68
03/15/2024	03/14/2024	05436844074300266909307	MIKES PUMP SERVICE INC SHELBY TOWNSH MI	\$165.00
			<b>TODD W STANFIELD - *5137</b>	<b>\$40.00</b>
			<b>PURCHASES</b>	<b>\$40.00</b>
03/01/2024	02/29/2024	55436874061640612224746	MI STATE POLICE ICHAT LANSING MI	\$10.00
03/07/2024	03/06/2024	55436874067640672132643	MI STATE POLICE ICHAT LANSING MI	\$10.00
03/19/2024	03/18/2024	55436874079640792046539	MI STATE POLICE ICHAT LANSING MI	\$20.00
			<b>SONJA J STOUT - *5796</b>	<b>\$92.45</b>
			<b>PURCHASES</b>	<b>\$92.45</b>
03/01/2024	02/29/2024	75418234060194689209121	IONOS INC. CHESTERBROOK PA	\$8.71
03/07/2024	03/06/2024	55432864066203404797948	NNA SERVICES LLC 800-876-6827 CA	\$83.74





**COUNCIL ACTION SUMMARY SHEET**

**MEETING DATE:** April 08, 2024

**TOPIC:** Invoice Approval - April 8, 2024

**RECOMMENDED MOTION:** To approve the April 8, 2024 bills in the amount of \$82,338.52 of which \$3,521.15 are DDA bills for a net total of \$78,817.37 and to receive and file the DDA bills.

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000 REVENUE					
101-000-280-000	Due to Other Govt - Undistribute	COMERICA BANK	CREDIT CARD-POLICE MARCH	40.00	
				40.00	
Total For Dept 000 REVENUE				40.00	
Dept 215 DEPUTY CLERK/TREASURER					
101-215-900-000	Printing and Publication	VIEW NEWSPAPER GROUP	SPRING POSTINGS/BOARD OF ETHICS	578.24	
101-215-956-000	Dues & Miscellaneous	COMERICA BANK	CREDIT CARD-SONJA MARCH	83.74	
				661.98	
Total For Dept 215 DEPUTY CLERK/TREASURER				661.98	
Dept 228 Information Technology					
101-228-801-000	Contractual Services	GRANICUS	BOARDS & COMMISSIONS/ AGENDA & MINUTES	449.40	
				449.40	
Total For Dept 228 Information Technology				449.40	
Dept 253 TREASURER/CLERK					
101-253-719-000	Pension	ALERUS FINANCIAL	PENSION DEFINED CONTRIBUTION - VILLAGE	701.54	
				701.54	
Total For Dept 253 TREASURER/CLERK				701.54	
Dept 260 GENERAL ACTIVITIES					
101-260-719-000	Pension	ALERUS FINANCIAL	PENSION DEFINED CONTRIBUTION - VILLAGE	367.29	
101-260-727-000	Supplies	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	25.99	
101-260-727-000	Supplies	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	184.17	
101-260-727-000	Supplies	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	30.42	
101-260-728-000	Cleaning Supplies	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	194.19	
101-260-823-000	Website/Software	COMERICA BANK	CREDIT CARD-SONJA MARCH	8.71	
101-260-830-000	Solid Waste Collection	GFL ENVIRONMENTAL USA	MONTHLY WASTE PICKUP ACCT # 001661554	21,142.60	
101-260-851-000	Telephone	COMCAST CABLE	COMCAST ACCT # 8529 10 142 0017924	349.94	
101-260-851-000	Telephone	MISWITCH COMMUNICATIONS	VILLAGE & POLICE PHONES	770.65	
101-260-900-000	Printing and Publication	YOUR MEMBERSHIP.COM INC	JOB POSTING DEPUTY CLERK/TREASURER	150.00	
101-260-920-000	Utilities	DTE ENERGY	DTE BILL-MARCH	1,269.55	
101-260-921-000	Municipal Street Lighting	DTE ENERGY	DTE BILL	17.88	
101-260-930-000	Repair and Maintenance	DarWel ENTERPRISES LLC	MONTHLY MAT RENTAL VILLAGE OFFICES	195.97	
101-260-930-000	Repair and Maintenance	PL CARPET CLEANING	MONTHLY CLEANING	672.00	
101-260-930-000	Repair and Maintenance	PL CARPET CLEANING	MONTHLY CLEANING	672.00	
				26,051.36	
Total For Dept 260 GENERAL ACTIVITIES				26,051.36	
Dept 751 PARKS AND RECREATION					
101-751-801-000	Contractual Services	COMERICA BANK	CREDIT CARD-WES MARCH	565.68	
101-751-920-000	Utilities	DTE ENERGY	DTE BILL-MARCH	71.87	
101-751-931-000	Repair/Maint - Equipment	GREAT LAKES ACE HARDWARE	GREAT LAKES ACE PURCHASES-MARCH	11.39	
101-751-932-000	Repair/Maint - Grounds	GREAT LAKES ACE HARDWARE	GREAT LAKES ACE PURCHASES-FEBRUARY	33.40	
101-751-977-000	Capital Outlay	HOME DEPOT CREDIT SERVICES	DPW MULTIPLE PURCHASES MARCH	742.93	
				1,425.27	
Total For Dept 751 PARKS AND RECREATION				1,425.27	
Total For Fund 101 GENERAL FUND				29,329.55	
Fund 202 MAJOR STREET FUND					
Dept 463 ROUTINE MAINTENANCE					
202-463-719-000	Pension	ALERUS FINANCIAL	PENSION DEFINED CONTRIBUTION - VILLAGE	211.88	
				211.88	
Total For Dept 463 ROUTINE MAINTENANCE				211.88	
Dept 474 TRAFFIC SERVICES					
202-474-719-000	Pension	ALERUS FINANCIAL	PENSION DEFINED CONTRIBUTION - VILLAGE	79.45	
202-474-801-000	Contractual Services	ROAD COMMISSON FOR OAKLANI FLINT ST & BROADWAY SIGNAL MAINTENANCE		39.01	
				118.46	
Total For Dept 474 TRAFFIC SERVICES				118.46	



GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 202 MAJOR STREET FUND					
Dept 478 WINTER MAINTENANCE					
202-478-719-000	Pension	ALERUS FINANCIAL	PENSION DEFINED CONTRIBUTION - VILLAGE	423.76	
Total For Dept 478 WINTER MAINTENANCE				423.76	
Total For Fund 202 MAJOR STREET FUND				754.10	
Fund 203 LOCAL STREET FUND					
Dept 463 ROUTINE MAINTENANCE					
203-463-719-000	Pension	ALERUS FINANCIAL	PENSION DEFINED CONTRIBUTION - VILLAGE	397.27	
Total For Dept 463 ROUTINE MAINTENANCE				397.27	
Dept 474 TRAFFIC SERVICES					
203-474-719-000	Pension	ALERUS FINANCIAL	PENSION DEFINED CONTRIBUTION - VILLAGE	105.94	
Total For Dept 474 TRAFFIC SERVICES				105.94	
Dept 478 WINTER MAINTENANCE					
203-478-719-000	Pension	ALERUS FINANCIAL	PENSION DEFINED CONTRIBUTION - VILLAGE	503.21	
Total For Dept 478 WINTER MAINTENANCE				503.21	
Total For Fund 203 LOCAL STREET FUND				1,006.42	
Fund 207 POLICE FUND					
Dept 301 POLICE/SHERIFF/CONSTABLE					
207-301-719-000	Pension	ALERUS FINANCIAL	PENSION DEFINED CONTRIBUTION - VILLAGE	27.95	
207-301-727-000	Supplies	M & B GRAPHICS	BUSINESS CARDS	60.00	
207-301-727-000	Supplies	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	59.34	
207-301-730-000	Copier Lease	APPLIED INNOVATION	POLICE COPY MACHINE	86.01	
207-301-801-000	Contractual Services	CHARTER TOWNSHIP OF ORION	OAKLAND COUNTY PATROL 02/2024	40,882.40	
207-301-801-000	Contractual Services	MICHIGAN ASSN CHIEFS POLIC	POLICE JOB POSTING	100.00	
207-301-801-000	Contractual Services	MICHIGAN ASSN CHIEFS POLIC	POLICE JOB POSTING	115.00	
207-301-820-000	Uniform Purchases	NYE UNIFORM	POLICE BADGE	299.45	
207-301-851-000	Telephone	AT&T MOBILITY	DPW/POLICE/PARKING PHONES	191.60	
207-301-851-000	Telephone	COMCAST CABLE	COMCAST ACCT # 8529 10 142 0017924	349.93	
207-301-851-000	Telephone	MISWITCH COMMUNICATIONS	VILLAGE & POLICE PHONES	770.65	
207-301-932-000	Repair & Maint - Vehicles	SKALNEK FORD	OIL CHANGES	128.70	
207-301-957-000	Education & Training	OAKLAND COMMUNITY COLLEGE/	POLICE TRAINING	949.80	
207-301-957-000	Education & Training	OAKTEK INC.	MILO TRAINING-POLICE	375.00	
Total For Dept 301 POLICE/SHERIFF/CONSTABLE				44,395.83	
Total For Fund 207 POLICE FUND				44,395.83	
Fund 225 DEPT OF PUBLIC WORKS FUND					
Dept 441 DEPARTMENT OF PUBLIC WORKS					
225-441-719-000	Pension	ALERUS FINANCIAL	PENSION DEFINED CONTRIBUTION - VILLAGE	132.42	
225-441-740-000	Operating Supplies	GREAT LAKES ACE HARDWARE	GREAT LAKES ACE PURCHASES-MARCH	112.79	
225-441-740-000	Operating Supplies	GREAT LAKES ACE HARDWARE	GREAT LAKES ACE PURCHASES-FEBRUARY	54.85	
225-441-740-000	Operating Supplies	HOME DEPOT CREDIT SERVICES	DPW MULTIPLE PURCHASES MARCH	152.13	
225-441-741-000	Small Tools	GREAT LAKES ACE HARDWARE	GREAT LAKES ACE PURCHASES-FEBRUARY	89.26	
225-441-741-000	Small Tools	HOME DEPOT CREDIT SERVICES	DPW MULTIPLE PURCHASES MARCH	99.94	
225-441-821-000	Uniform Cleaning	UniFIRST	WEEKLY DPW UNIFORM CLEANING	112.37	
225-441-821-000	Uniform Cleaning	UniFIRST	WEEKLY DPW UNIFORM CLEANING	92.86	
225-441-821-000	Uniform Cleaning	UniFIRST	WEEKLY DPW UNIFORM CLEANING	96.51	
225-441-821-000	Uniform Cleaning	UniFIRST	WEEKLY DPW UNIFORM CLEANING	97.22	
225-441-851-000	Telephone	AT&T MOBILITY	DPW/POLICE/PARKING PHONES	44.58	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 225 DEPT OF PUBLIC WORKS FUND					
Dept 441 DEPARTMENT OF PUBLIC WORKS					
225-441-851-000	Telephone	AT&T MOBILITY	DPW PHONES/TABLET 287283687328 ACCT #	166.00	
225-441-851-000	Telephone	COMCAST CABLE	ACCT # 8529 10 142 0021751 362 CASS ST	291.91	
225-441-920-000	Utilities	DTE ENERGY	DTE BILL-MARCH	481.63	
225-441-931-000	Repair & Maint-Equip	COMERICA BANK	CREDIT CARD-WES MARCH	165.00	
225-441-931-000	Repair & Maint-Equip	TRACTOR SUPPLY CO.	TIRES FOR TRAILERS/DOLLY	227.45	
Total For Dept 441 DEPARTMENT OF PUBLIC WORKS				2,416.92	
Total For Fund 225 DEPT OF PUBLIC WORKS FUND				2,416.92	
Fund 231 PARKING METER/SYSTEM FUND					
Dept 333 PARKING					
231-333-851-000	Telephone	AT&T MOBILITY	DPW/POLICE/PARKING PHONES	44.58	
Total For Dept 333 PARKING				44.58	
Total For Fund 231 PARKING METER/SYSTEM FUND				44.58	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Dept 260 GENERAL ACTIVITIES					
248-260-801-003	Contract Services - DPW Admin Fe	HOME DEPOT CREDIT SERVICES	DPW MULTIPLE PURCHASES MARCH	119.88	
248-260-823-000	Website/Software	COMERICA BANK	MARCH RECONCILLIATION	197.14	
248-260-823-001	Municipal Software	GRANICUS	BOARDS & COMMISSIONS/ AGENDA & MINUTES	288.90	
248-260-920-000	Utilities	DTE ENERGY	DTE BILL-MARCH	293.56	
248-260-921-000	Municipal Street Lighting	DTE ENERGY	DTE BILL-MARCH	22.54	
248-260-942-000	Office Expenses	BEAUMONT URGENT CARE BY WE	PHYSICAL JANET BLOOM	135.00	
248-260-942-000	Office Expenses	COMERICA BANK	MARCH RECONCILLIATION	130.54	
248-260-942-000	Office Expenses	GREAT LAKES ACE HARDWARE	GREAT LAKES ACE PURCHASES-MARCH	9.08	
248-260-942-000	Office Expenses	JANET BLOOM	REIMBURSEMENT EXPENSE	13.99	
248-260-942-000	Office Expenses	VC3 INC	GIBB LAPTOP	989.00	
Total For Dept 260 GENERAL ACTIVITIES				2,199.63	
Dept 725 ORGANIZATION					
248-725-825-000	Gift Certificate Redemption	BITTER TOM'S DISTILLERY	DOWNTOWN DOLLARS REDEMPTION	75.00	
248-725-825-000	Gift Certificate Redemption	OAT SODA	DOWNTOWN DOLLARS REDEMPTION	50.00	
248-725-825-000	Gift Certificate Redemption	SIMPLY MARCELLA	DOWNTOWN DOLLARS REDEMPTION	25.00	
Total For Dept 725 ORGANIZATION				150.00	
Dept 726 DESIGN					
248-726-801-000	Contractual Services	PL CARPET CLEANING	MONTHLY CLEANING	375.00	
248-726-801-000	Contractual Services	PL CARPET CLEANING	MONTHLY CLEANING	375.00	
Total For Dept 726 DESIGN				750.00	
Dept 728 ECONOMIC DEVELOPMENT					
248-728-888-000	Brand Marketing	20 FRONT STREET CONCEPTS,	MONTHLY ADVERTISING	300.00	
Total For Dept 728 ECONOMIC DEVELOPMENT				300.00	
Dept 729 PROMOTION					
248-729-880-013	SD Nights- Stronger Together Win	COMERICA BANK	MARCH RECONCILLIATION	25.99	
Total For Dept 729 PROMOTION				25.99	
Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND				3,425.62	
Fund 301 DOWNTOWN DEV BOND PROJECT 2023					
Dept 901 905					
301-901-950-000	Demolition & Land Improvement	DTE ENERGY	DTE BILL-MARCH	95.53	

04/04/2024 12:09 PM  
 User: BLOUGHL  
 DB: Village Of Lake

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION  
 EXP CHECK RUN DATES 04/09/2024 - 04/09/2024  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 OPEN

Section 10, Item B.

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 301 DOWNTOWN DEV BOND PROJECT 2023					
Dept 901 905					
Total For Dept 901 905				95.53	
Total For Fund 301 DOWNTOWN DEV BOND PROJECT 2023				95.53	
Fund 592 WATER AND SEWER FUND					
Dept 556 WATER ACTIVITIES					
592-556-719-000	Pension	ALERUS FINANCIAL	PENSION DEFINED CONTRIBUTION - VILLAGE	794.55	
592-556-931-003	Equip Repair & Maint - Meters	AMAZON CAPITAL SERVICES	AMAZON	49.90	
592-556-956-000	Dues & Miscellaneous	JOEL WARREN	REIMBURSEMENT FOR COMMERCIAL LICENSE PE	25.52	
Total For Dept 556 WATER ACTIVITIES				869.97	
Total For Fund 592 WATER AND SEWER FUND				869.97	

04/04/2024 12:09 PM  
User: BLOUGHL  
DB: Village Of Lake

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION  
EXP CHECK RUN DATES 04/09/2024 - 04/09/2024  
BOTH JOURNALIZED AND UNJOURNALIZED  
OPEN

Section 10, Item B.

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 101 GENERAL FUND	29,329.55
Fund 202 MAJOR STREET FU	754.10
Fund 203 LOCAL STREET FU	1,006.42
Fund 207 POLICE FUND	44,395.83
Fund 225 DEPT OF PUBLIC	2,416.92
Fund 231 PARKING METER/8	44.58
Fund 248 DOWNTOWN DEVELC	3,425.62
Fund 301 DOWNTOWN DEV BC	95.53
Fund 592 WATER AND SEWEI	869.97
<b>Total For All Funds:</b>	<b>82,338.52</b>



**COUNCIL ACTION SUMMARY SHEET**

**MEETING DATE:** April 8, 2024

**TOPIC** Second Reading and Adoption of Amendment to Village Code Section 130.001 - Garage Sale Permit Fees

**BACKGROUND BRIEF:**

Council is scheduled to give second reading to, and adopt, Ordinance No. 6.24 which amends Village Code Section 130.001 to replace the language in the code setting the fee for a garage sale permit at \$1.00 with new language that would permit the setting of the fee by resolution of the Village Council. The amendments also correct or clarify other language in the ordinance as highlighted in the attached draft.

This action is necessary to support the action recently taken by Council to increase the garage permit fee from \$1.00 to \$5.00. The current fee was established in 1972. While the financial impact of the code change is negligible for the Village, this change is one step in streamlining setting of fees by permitting the setting of fees by resolution rather than ordinance.

Attached is the proposed ordinance with proposed changes marked up for Council's consideration.

**SUMMARY OF PREVIOUS COUNCIL ACTION:**

02/26/2024 - Council adopted the FY 2023-24 municipal fee schedule, including an increase in the garage permit fee from \$1.00 to \$5.00.

03/11/2024 - Council introduced and gave first reading to the proposed ordinance amendment.

**FINANCIAL IMPACT:**

The financial impact is negligible, since the Village only issues approximately three (3) permits annually.

**RECOMMENDED MOTION:**

To give second reading to, and adopt, Ordinance No. 6.24, which amends Village Code Section 130.001 SALES ON RESIDENTIAL PROPERTY; GARAGE SALES; and to request that the Clerk/Treasurer publish the required notice of the same.

STATE OF MICHIGAN, COUNTY OF OAKLAND

VILLAGE OF LAKE ORION

ORDINANCE NO. 6.24

An Ordinance to amend Title VIII. General Offenses, Chapter 130: Offenses Against Village Regulations to Change How the Fee for Garage Sales Permits Are Set.

THE VILLAGE OF LAKE ORION ORDAINS:

Title VIII. General Offenses

Chapter 130: Offenses Against Village Regulations

The Village Code at § 130.001 is amended and recommended by the Village Council, after public hearing was held on \_\_\_\_\_:

§ 130.001 SALES ON RESIDENTIAL PROPERTY; GARAGE SALES.

(A) The sale of goods, wares or merchandise from residentially zoned property in the village is hereby prohibited except as hereinafter provided.

(B) The prohibition contained herein does not apply to isolated garage sales at a residence. An ISOLATED GARAGE SALE is hereby defined as the sale of used personal property from a person's residence for a continuous period of not more than ten days and conducted not more than once each year. A permit for a garage sales will be obtained at the Village Clerk's office for a fee of \$1 set by the Village Council by resolution, from time to time. The permit shall be displayed during the garage sale and is applicable to a one time use.

This ordinance shall take effect upon its publication.

Amended only as specified above and in this Section, the Code of Lake Orion shall remain in full force and effect.

A synopsis of this Ordinance shall be published in accordance with the Charter of the Village of Lake Orion and this Ordinance shall become effective immediately upon the publication of the summary. If any provision of this Ordinance is held invalid, the invalidity does not affect other provisions that can be given effect without the invalid provision.

VILLAGE OF LAKE ORION

By: \_\_\_\_\_  
Jerry Narsh, President

By: \_\_\_\_\_  
Susan Galeczka, Clerk

**CERTIFICATION**

I, Susan Galeczka, Clerk of the Village of Lake Orion, Michigan, do hereby certify that the foregoing Ordinance No. \_\_\_\_\_, was adopted at a Regular Meeting of the Village Council of the Village of Lake Orion held on \_\_\_\_\_, 2024, and that a synopsis thereof was published in accordance with the provisions of the Charter of the Village of Lake Orion in *The Lake Orion Review*, a newspaper circulated in the Village of Lake Orion, on \_\_\_\_\_, 2024, said publication having been made within fifteen (15) days after adoption of this Ordinance.

Date: \_\_\_\_\_, 2024

\_\_\_\_\_  
Susan Galeczka, Clerk



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## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** April 8, 2024

**TOPIC** Orion Villas Condominium Review

**BACKGROUND BRIEF:**

The Orion Villas Condominium project is comprised of eight attached townhomes that is proposed to be developed on a site that currently contains two parcels: one parcel within the Village of Lake Orion and one parcel within Orion Township. An interlocal agreement was approved by the Village Council and the Township Board of Trustees in 2019 governing the administration of taxes, services, and site plan review for the project. The Village Council has the final authority to approve all lot splits, including subdivisions and condominiums, after review by the Planning Commission. The Planning Commission approved the site plan on June 5, 2023.

**SUMMARY OF PREVIOUS COUNCIL ACTION:**

Approval of associated interlocal agreement in September 2019

**FINANCIAL IMPACT:**

The applicant is assuming all costs of the condominium development.

**RECOMMENDED MOTION:**

To approve the Orion Villas Condominium development as proposed and direct the applicant to record the necessary documents with the Oakland County Register of Deeds as soon as practicable.



# MCKENNA

March 19, 2024

Village Council  
 Village of Lake Orion  
 21 East Church Street  
 Lake Orion, MI 48362

**Subject: VLO-23-03, Orion Villas – Attached Condominium Units**

Dear Councilmembers,

We have reviewed the above condominium request prepared by Kieft Engineering for conformance to the provisions of the Lake Orion Dividing and Partitioning of Land Ordinance (Code of Ordinances: Chapter 157) and the Zoning Ordinance.

Per section 157.24, the Village Council makes the final decision concerning any partitioning of land, including subdivisions and condominiums. The project site plan received approval from the Planning Commission on June 5, 2023. The project was previously approved for conceptual site plan and condominium development by the Village Council and Orion Township pursuant to an interlocal agreement (attached) executed in 2019.

We offer the following comments for your consideration:

## PROPOSAL

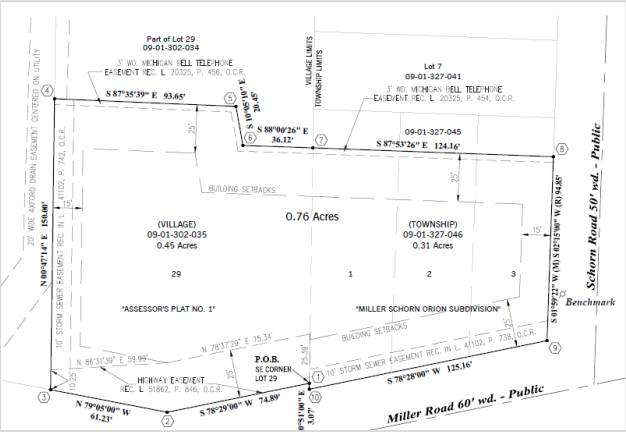
The proposed application is to partition land generally located at 597 Flint Street, which consists of two parcels, one in the Village of Lake Orion (09-01-302-035) and the other in Orion Township (09-01-327-046), which encompasses approximately 0.76 acres. Due to a 2019 interlocal agreement, the entire development is subject to Village Ordinance review standards. The resulting land configuration will result in eight (8) attached condominium units.

The table below depicts the site’s surrounding land uses, future land uses, and current zoning districts.

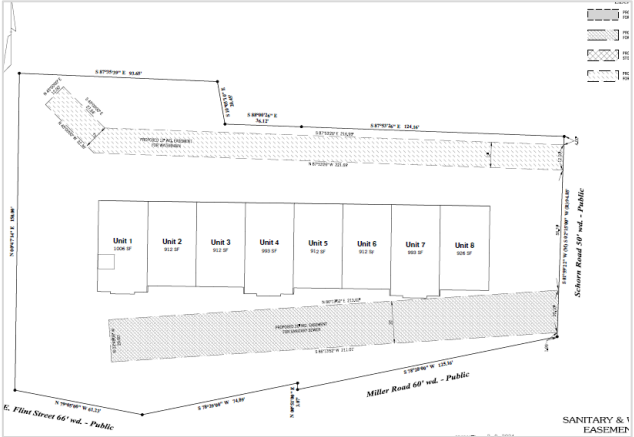
Location	Existing Land Use	Zoning District	Future Land Use
<b>Site</b>	Vacant/Unimproved	RM, Multiple Family Residential (Village of Lake Orion) & Single-Family Residential (Orion Township)	Multiple-Family Residential (Village of Lake Orion) & High-Density Single Family Residential (Orion Township)
<b>North</b>	Residential	RM, Multiple Family Residential (Village of Lake Orion) & Single-Family Residential (Orion Township)	Multiple-Family Residential (Village of Lake Orion) & High-Density Single Family Residential (Orion Township)
<b>East</b>	Public/private right-of-way	Public/private right-of-way	Public/private right-of-way
<b>South</b>	Public/private right-of-way	Public/private right-of-way	Public/private right-of-way
<b>West</b>	Public/private right-of-way	Public/private right-of-way	Public/private right-of-way

# Summary of the Proposed Configuration

## EXISTING CONFIGURATION



## PROPOSED CONFIGURATION



# Standards for Granting Approval

Per section 157.25, the following standards are the basis upon which applications for the division or partitioning of land are reviewed and approved:

## COMPLIANCE WITH STATE LAW

An application shall not be approved unless it complies with the Subdivision Control Act, Public Act 288 of 1967, as amended. The Village may permit the dividing of lots, outlots, or other parcels of land into not more than 4 parts; however, any lot, outlot, or other parcel of land not served by public sewer and public water systems shall not be further divided if the resulting lots, outlots, or other parcels are less than the minimum width and area provided for in Section 186 of the Subdivision Control Act of 1967. A lot which is a part of a recorded plat may not be divided into more than 4 parts in perpetuity. An acreage parcel may be divided or partitioned as provided in Section 102(d) of the Subdivision Control Act of 1967.

**Complies.** There are no additional state requirements beyond the requirements identified in this review.

## LOT DIMENSIONAL REQUIREMENTS

All parcels created as a result of the application shall comply with the minimum lot dimensional requirements, including lot size and lot width, minimum yard setback requirements and lot coverage requirements of the current Zoning Ordinance, adopted in Chapter 158, except in the following circumstances:

- Where the proposed division or partitioning of land would reduce the degree of existing non-conformity with Zoning Ordinance standards; or
- Where the non-conforming parcel created as a result of the division or partitioning of land is intended to be combined with additional land for the purposes of creating a building site that conforms with the Zoning Ordinance requirements.

**Complies.** *Because the proposed development is to be divided into attached condominium units and not site condominium lots, the parcel on which the condominium units are situated is to be utilized as a general common element. Per the approved Site Plan, the site conforms to the dimensional standards of the Zoning Ordinance.*

**TAXES OR ASSESSMENT LIENS**

Any due or unpaid taxes, special assessments upon the property, or any amounts due to the municipality relating to the land which is the subject of the application (such as, but not limited to, charges for water service, sanitary sewer service, and trash collection service), shall be paid before the division or partitioning of land is given final approval.

**Complies.**

**DEPTH TO WIDTH RATIO**

Wherever possible, the depth-to-width ratio of a resulting parcel shall not exceed 3-to-1.

**Complies.** *The overall parcel does not exceed the 3-to-1 depth-to-width ratio.*

**DISRUPTION TO FLOW OF WATER**

No application shall be approved if subsequent development would result in disruption to the existing or natural flow of water within drainage ditches, natural water courses, or government-maintained drains unless evidence of a feasible alternate method of drainage is presented.

**Complies,** *subject to the approval of the Village Engineer.*

**CONSIDERATION OF DEED RESTRICTIONS**

The effect of proposed division or partitioning of land on deed restrictions shall be considered by the Village Manager, Planning Commission and Village Council in their review of the application. However, such deed restrictions shall not be binding upon the village under this subchapter.

**Not applicable.**

**CONSENT OF THE TITLE HOLDER**

No application shall be approved without the consent of the title or deed holder of the subject parcel.

**Complies.**

**CHARACTER OF SURROUNDING DEVELOPMENT**

In reviewing an application, the Village Manager, Planning Commission, and Village Council shall consider the impact of subsequent construction on the character of surrounding development. In evaluating character of surrounding development, the Village Manager, Planning Commission and Village Council shall consider the size, dimensions, and proportions of existing surrounding parcels.

**Complies.** *The Site Plan for this application was approved on June 5, 2023.*

**PARKING REQUIREMENTS**

An application shall not be approved if it would result in a loss of parking such that development on any of the resulting parcels would be unable to comply with the minimum parking requirements in the Zoning Ordinance.

**Complies.** *There will be no loss of parking as a part of this project. Instead, the project will provide sufficient parking for the dwelling units via driveways and garages.*

**ACCESS**

An application shall not be approved unless all resulting parcels have direct frontage upon a paved public road or a private road. Accessibility to each newly created parcel must be directly from the public or private road and not by easement across another parcel or lot.

**Complies.** *The Site Plan for this Application was approved on June 5, 2023. All condo units will have access to a common two-way drive, which connects to Schorn Road; an additional one-way emergency ingress connects to the Flint St. roundabout.*

**PUBLIC FACILITIES**

An application shall not be approved unless the resulting parcels are served by public facilities, including, but not limited to, water, sanitary sewer, and paved rights-of-way.

As a condition of approval, the Village Council may require the applicant to install public facilities in accordance with specifications established by the village, or to guarantee the installation of public facilities in the form of a cash performance bond or an irrevocable letter of credit running in the favor of the village, in the amount of the estimated cost of the installation of the public facilities, together with the estimated cost of the review by the Village Engineers of the applicant's proposed plans for the installation of the public facilities. The entire cost of installation of public facilities, including the cost of the Village Engineers review plans and inspection of construction, shall be the responsibility of the applicant. In extraordinary situations, as determined by the Village Council, where properties cannot feasibly be served by public facilities, and the Village Council issues a waiver of the requirement of resulting parcels being served by public facilities, then the minimum width and area of resulting parcels as required in Section 186 of the Subdivision Control Act of 1967, as amended.

**Complies.** *The provision of public facilities is included in the interlocal agreement and Village and Township engineering review has largely concluded.*

**APPLICATION REQUIREMENTS**

Per Section 157.23, the following information shall be supplied with the application. The applicant has provided the Village with these documents or will provide such to the Oakland County Register of Deeds upon recordation; we defer to the Village for any additional information requested.

- 1. Three copies of a sealed 8 ½" x 14" drawing prepared by a Registered Land Surveyor.
- 2. A legal description prepared by a Registered Land Surveyor of all parcels, permanent easements, or other areas that would result from the requested division or partitioning of land. The legal description shall be in a form sufficient for recording with the Oakland County Register of Deeds and shall indicate the area of all parcels in square feet and acres.
- 3. Copies of existing or proposed deed restrictions related to the proposed parcels.
- 4. If any portion of the land has been part of a previous application for division of land, the applicant shall submit the date(s) of such application(s) and action taken.

**RECOMMENDATION**

The proposed condominium project encompasses eight (8) units and is found in compliance with state and local regulations pertaining to condominium development. Each unit includes all the space contained within the interior, finished, unpainted walls and ceilings and the finished subfloor, as depicted within Exhibit B.

*Therefore, it is recommended that the Village Council approve the proposed land reconfiguration for parcels 09-01-302-035 and 09-01-327-046, generally located on 597 E. Flint Street, as depicted on the attached exhibits, which substantially comply with the site plan approved by the Planning Commission on June 5, 2023.*

If you have any questions, please do not hesitate to contact us. Thank you.

Respectfully submitted,

**McKENNA**



Gage Belko, AICP  
Associate Planner



Ashley E. Amey  
Assistant Planner

**CC:** Village Clerk: Ms. Sonja Stout, 21 E. Church Street, Lake Orion, MI 48362 (stouts@lakeorion.org)

OAKLAND COUNTY CONDOMINIUM  
 SUBDIVISION PLAN NO. \_\_\_\_\_  
 EXHIBIT "B" TO THE MASTER DEED OF  
**Orion Villas**  
 VILLAGE OF LAKE ORION & ORION TOWNSHIP,  
 OAKLAND COUNTY, MICHIGAN

**ATTENTION: REGISTER OF DEEDS**  
 THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE  
 ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER  
 HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE  
 PROPERLY SHOWN IN THE TITLE AND THE SURVEYOR'S  
 CERTIFICATE SHEET 2.

**ENGINEER AND SURVEYOR**



KIEFT ENGINEERING INC.  
 5852 SOUTH MAIN STREET, STE 1  
 CLARKSTON, MICHIGAN 48346  
 PH: 248-625-5251

**PROPERTY DESCRIPTION**

PART OF LOT 29, "ASSESSOR'S PLAT NO. 1" A SUBDIVISION OF PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 53 OF PLATS, PAGE 52, OAKLAND COUNTY RECORDS, ALSO PART OF LOTS 1, 2 & 3, "MILLER SCHORN ORION SUBDIVISION" OF PART OF THE W 1/2 OF THE E 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 36 OF PLATS, PAGE 29, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SE CORNER OF LOT 29; TH S 78°29'00" W 74.89 FT; TH N 79°05'00" W 61.23 FT ALONG THE SOUTH LINE OF SAID LOT 29; TH N 00°47'14" E 150.00 FT ALONG THE WEST LINE OF SAID LOT 29; TH S 87°35'39" E 93.65 FT; TH S 10°05'10" E 20.45 FT; TH S 88°00'26" E 36.12 FT TO A POINT ON THE WEST LINE OF SAID LOT 1; TH S 87°53'26" E 124.16 FT TO A POINT ON THE EAST LINE OF SAID LOT 3 AND THE WEST LINE OF SCHORN ROAD; TH S 01°59'22" W (REC. AS S 02°15'00" W) 94.85 FT ALONG SAID EAST AND WEST LINES TO THE SE CORNER OF LOT 3; TH S 78°28'00" W 125.16 FT ALONG THE SOUTH LINE OF SAID LOTS 1, 2 & 3; TH N 00°51'00" E 3.07 FT TO THE POINT OF BEGINNING. CONTAINING 0.76 ACRES. SUBJECT TO A HIGHWAY EASEMENT OVER PART OF LOT 29, "ASSESSOR'S PLAT NO. 1" A SUBDIVISION OF PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 53 OF PLATS, PAGE 52, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SE CORNER OF LOT 29; TH S 78°29'00" W 74.89 FT & N 79°05'00" W 61.23 FT ALONG THE SOUTH LINE OF SAID LOT 29; TH N 00°47'14" E 10.25 FT ALONG THE WEST LINE OF SAID LOT 29 ; TH N 86°31'39" E 59.99 FT; TH N 78°37'29" E 75.34 FT TO A POINT ON THE EAST LINE OF SAID LOT 29; TH S 00°51'00" W 25.39 FT ALONG THE EAST LINE OF SAID LOT 29 TO THE POINT OF BEGINNING. ALSO SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD.

**DEVELOPER**

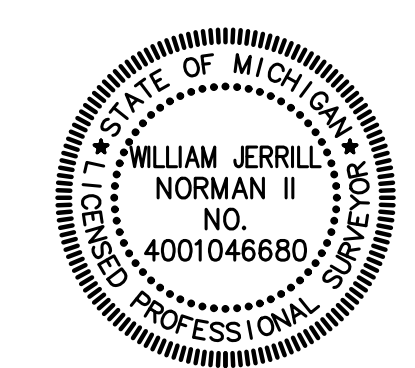
ROBERT/JUSTINI CO, LLC  
 969 N. CONKLIN ROAD  
 LAKE ORION, MICHIGAN 48362  
 (248) 421-7566

**SHEET INDEX**

1. COVER SHEET
2. SURVEY PLAN
3. SITE & UNIT PLAN
4. UTILITY PLAN
5. OVERALL EASEMENT PLAN
6. SANITARY & WATERMAIN EASEMENT PLAN
7. STORM & LANDSCAPE EASEMENT PLAN
8. GAS & ELECTRIC EASEMENT PLAN
9. FOUNDATION & 1ST FLOOR PLANS
10. 2ND FLOOR & SECTIONS PLAN

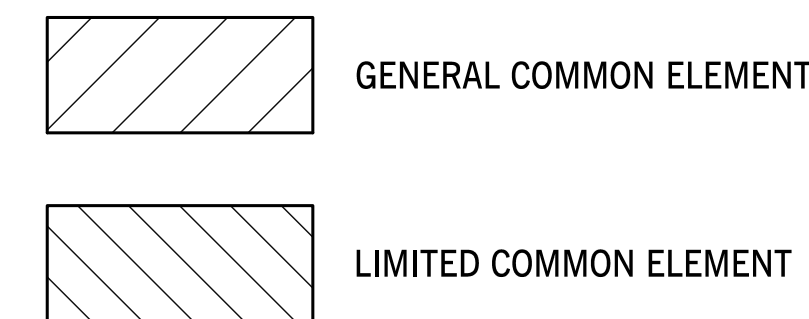
This condominium subdivision plan is not required to contain detailed project design plans prepared by the appropriate licensed design professional. Such project design plans are filed, as part of the construction permit application, with the enforcing agency for the state construction code in the relevant governmental subdivision. The enforcing agency may be a local building department or the state department of licensing and regulatory affairs.

PROPOSED 2-9-2024





LEGEND



- Unit 1 UNIT NUMBER
- MONUMENT
- ⊠ COORDINATE POINT
- P-1 PORCH AREA LIMITED COMMON ELEMENT
- S-2 SIDEWALK AREA FRONT LIMITED COMMON ELEMENT
- L/S LANDSCAPE/GRASS AREA GENERAL COMMON ELEMENT

COORDINATE		
NO.	NORTH	EAST
1	5003.356	5133.504
2	4988.404	5060.122
3	5000.000	5000.000
4	5149.986	5002.061
5	5146.055	5095.628
6	5125.921	5099.210
7	5124.665	5135.308
8	5120.095	5259.384
9	5025.311	5256.091
10	5000.287	5133.459
11	5046.712	5038.929
12	5089.708	5039.520
13	5087.169	5224.294
14	5047.172	5223.745

LIVING FLOOR NAVD '88 ELEVATIONS	
UNIT NO.	ELEVATION
1	987.67
2	987.67
3	987.67
4	987.67
5	987.67
6	987.67
7	987.67
8	987.67

NOTES

ALL PORCHES & SIDEWALKS ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNITS SERVICED THEREBY.

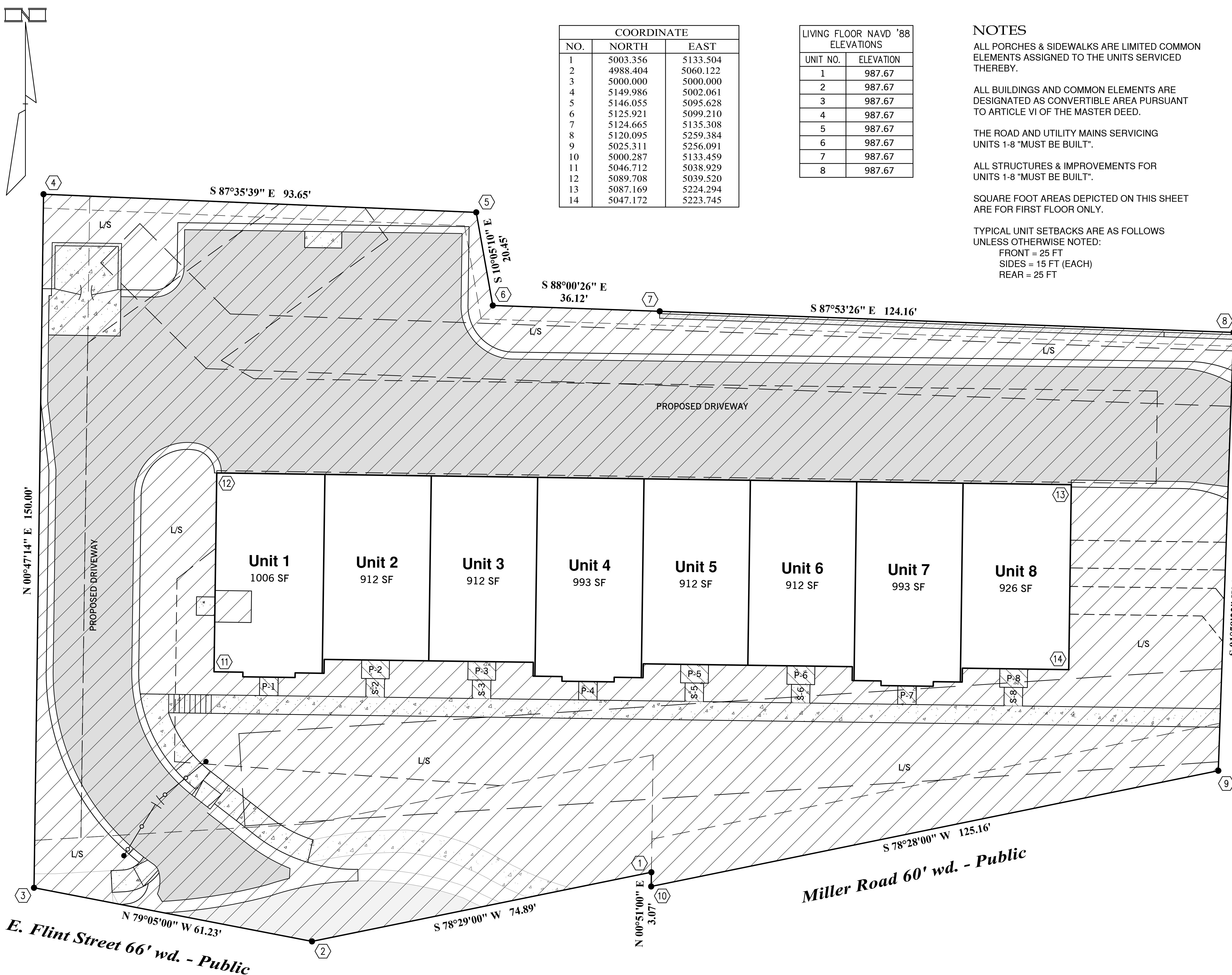
ALL BUILDINGS AND COMMON ELEMENTS ARE DESIGNATED AS CONVERTIBLE AREA PURSUANT TO ARTICLE VI OF THE MASTER DEED.

THE ROAD AND UTILITY MAINS SERVICING UNITS 1-8 "MUST BE BUILT".

ALL STRUCTURES & IMPROVEMENTS FOR UNITS 1-8 "MUST BE BUILT".

SQUARE FOOT AREAS DEPICTED ON THIS SHEET ARE FOR FIRST FLOOR ONLY.

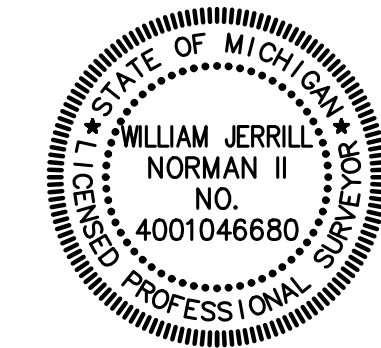
TYPICAL UNIT SETBACKS ARE AS FOLLOWS UNLESS OTHERWISE NOTED:  
 FRONT = 25 FT  
 SIDES = 15 FT (EACH)  
 REAR = 25 FT



Schorn Road 50' wd. - Public

Miller Road 60' wd. - Public

E. Flint Street 66' wd. - Public



**SITE & UNIT PLAN**  
 "Orion Villas"

PROPOSED 2-9-2024

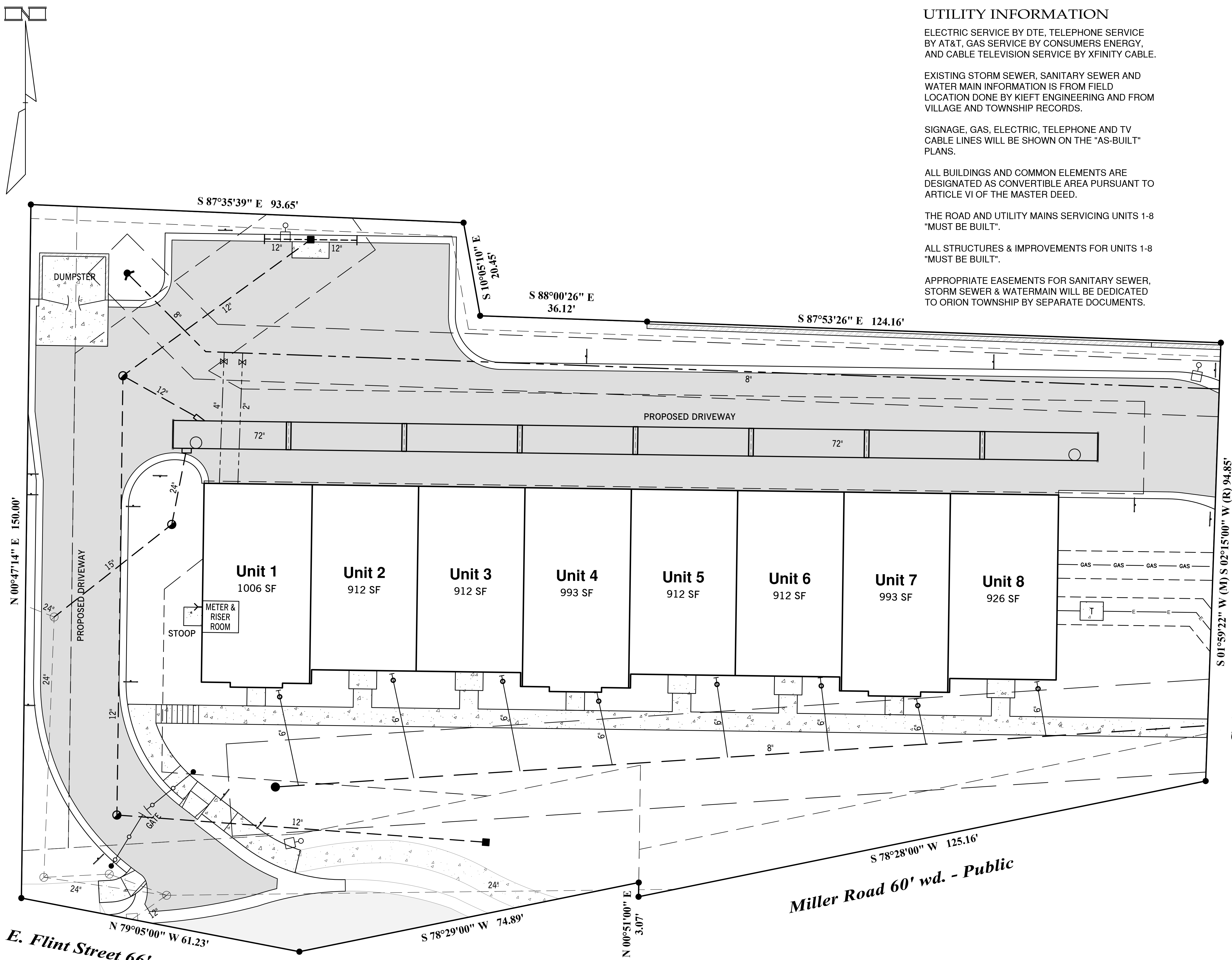


SCALE: 1" = 10'

**KIEFT ENGINEERING, INC.**  
 PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS  
 5852 SOUTH MAIN STREET, SUITE 1, CLARKSTON, MICHIGAN 48346  
 PHONE (248) 625-5251 www.kiefteng.com FAX (248) 625-7110

**SHEET 3**  
 KE 2021.171





### UTILITY INFORMATION

ELECTRIC SERVICE BY DTE, TELEPHONE SERVICE BY AT&T, GAS SERVICE BY CONSUMERS ENERGY, AND CABLE TELEVISION SERVICE BY XFINITY CABLE.

EXISTING STORM SEWER, SANITARY SEWER AND WATER MAIN INFORMATION IS FROM FIELD LOCATION DONE BY KIEFT ENGINEERING AND FROM VILLAGE AND TOWNSHIP RECORDS.

SIGNAGE, GAS, ELECTRIC, TELEPHONE AND TV CABLE LINES WILL BE SHOWN ON THE "AS-BUILT" PLANS.

ALL BUILDINGS AND COMMON ELEMENTS ARE DESIGNATED AS CONVERTIBLE AREA PURSUANT TO ARTICLE VI OF THE MASTER DEED.

THE ROAD AND UTILITY MAINS SERVICING UNITS 1-8 "MUST BE BUILT".

ALL STRUCTURES & IMPROVEMENTS FOR UNITS 1-8 "MUST BE BUILT".

APPROPRIATE EASEMENTS FOR SANITARY SEWER, STORM SEWER & WATERMAIN WILL BE DEDICATED TO ORION TOWNSHIP BY SEPARATE DOCUMENTS.

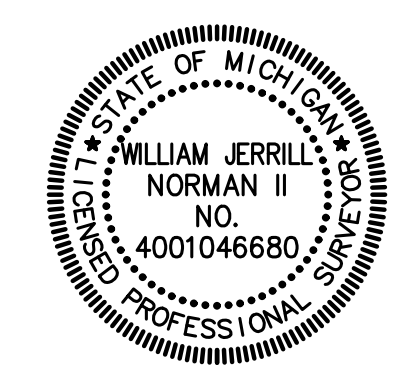
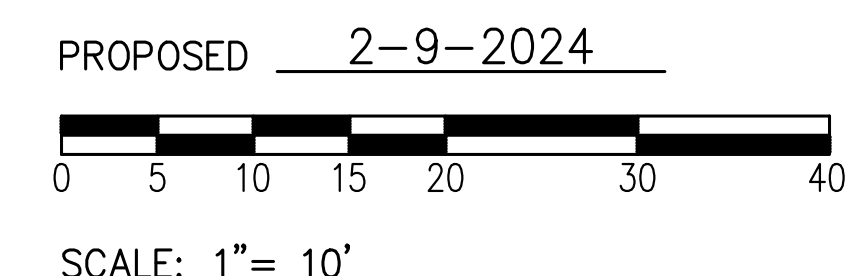
### LEGEND

- EXISTING STORM SEWER
- ⊙ EXISTING STORM MANHOLE
- EXISTING CATCH BASIN
- PROPOSED WATER MAIN
- PROPOSED SANITARY SEWER
- 6" SANITARY LEAD W/CLEANOUT
- PROPOSED STORM SEWER
- GAS LINE
- UNDERGROUND ELECTRIC
- ⊗ WATER SHUT-OFF VALVE
- ⊕ PROPOSED HYDRANT
- PROPOSED SANITARY MANHOLE
- PROPOSED CATCH BASIN
- ⊙ PROPOSED STORM MANHOLE
- ACCESS RISER
- PROPOSED SANITARY CLEANOUT
- ⊕ SIGN
- ⊕ TRANSFORMER
- ⊕ LIGHT POLE
- ⊕ FIRE DEPARTMENT CONNECTION
- CONCRETE SIDEWALK/PORCH/DUMPSTER
- CONCRETE WALL

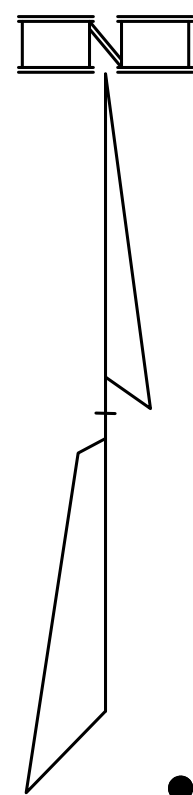
E. Flint Street 66' wd. - Public

Miller Road 60' wd. - Public


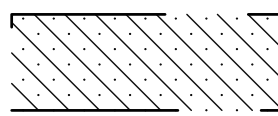
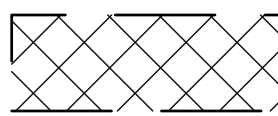

Schorn Road 50' wd. - Public



## UTILITY PLAN "Orion Villas"

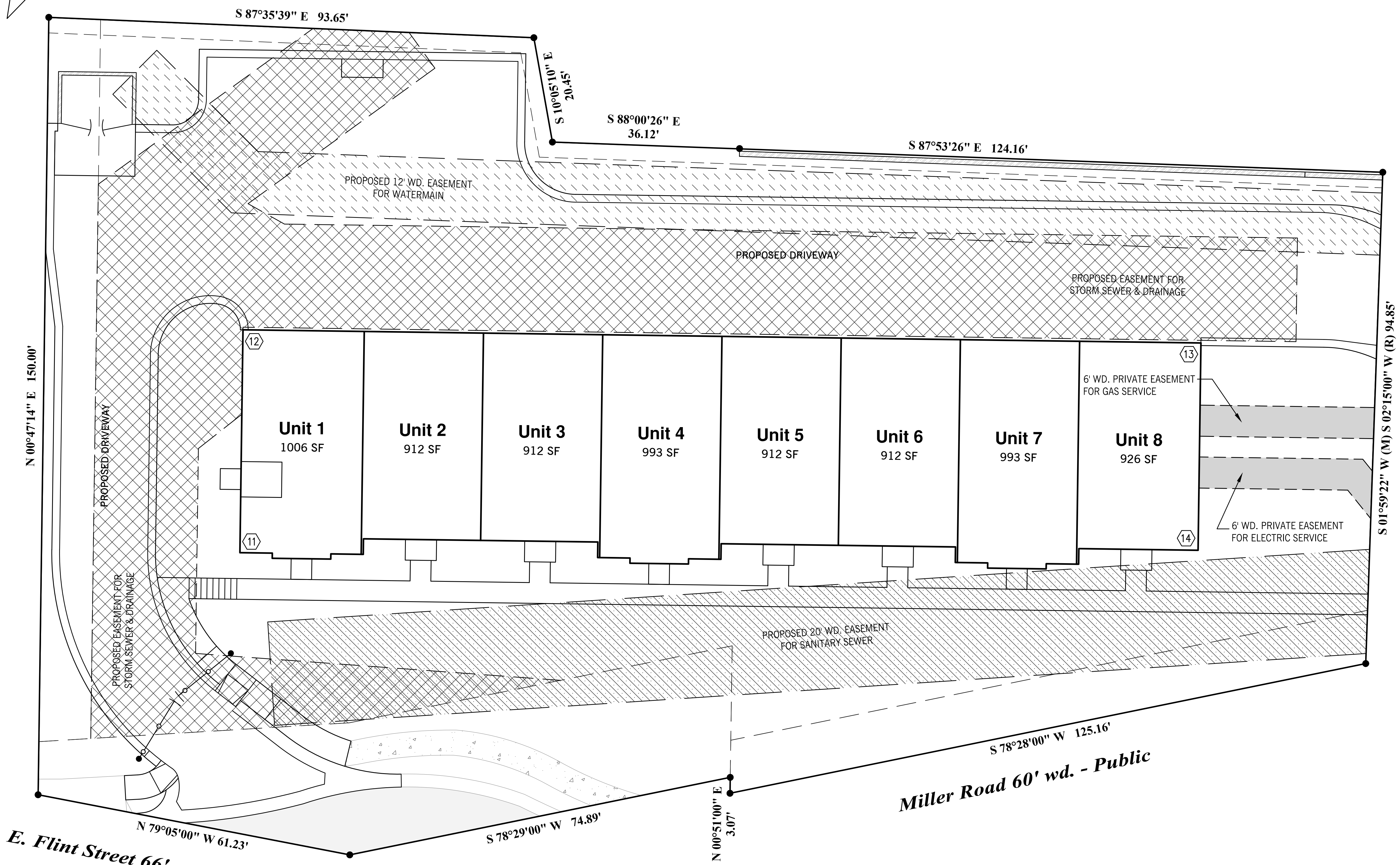


LEGEND

-  PROPOSED 6' WD. EASEMENT FOR GAS & ELECTRIC SERVICE
-  PROPOSED 20' WD. EASEMENT FOR SANITARY SEWER
-  PROPOSED 20' WD. EASEMENT FOR STORM SEWER & DRAINAGE
-  PROPOSED 12' WD. EASEMENT FOR WATER MAIN

NOTE

APPROPRIATE EASEMENTS FOR SANITARY SEWER, STORM SEWER & WATERMAIN WILL BE DEDICATED TO ORION TOWNSHIP BY SEPARATE DOCUMENTS.

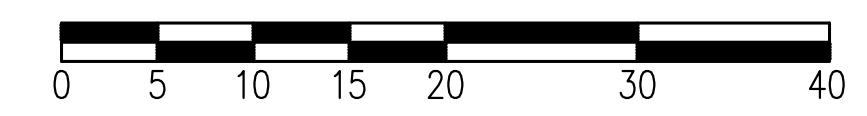


Schorn Road 50' wd. - Public

Miller Road 60' wd. - Public

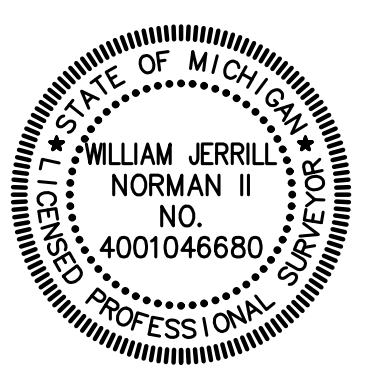
E. Flint Street 66' wd. - Public

PROPOSED 2-9-2024



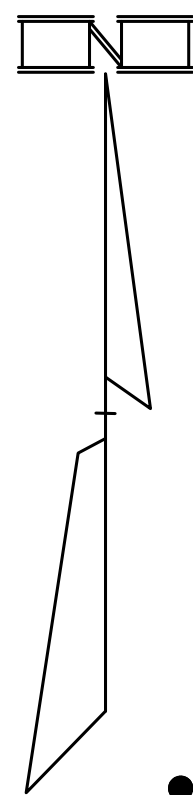
SCALE: 1" = 10'

OVERALL EASEMENT PLAN "Orion Villas"



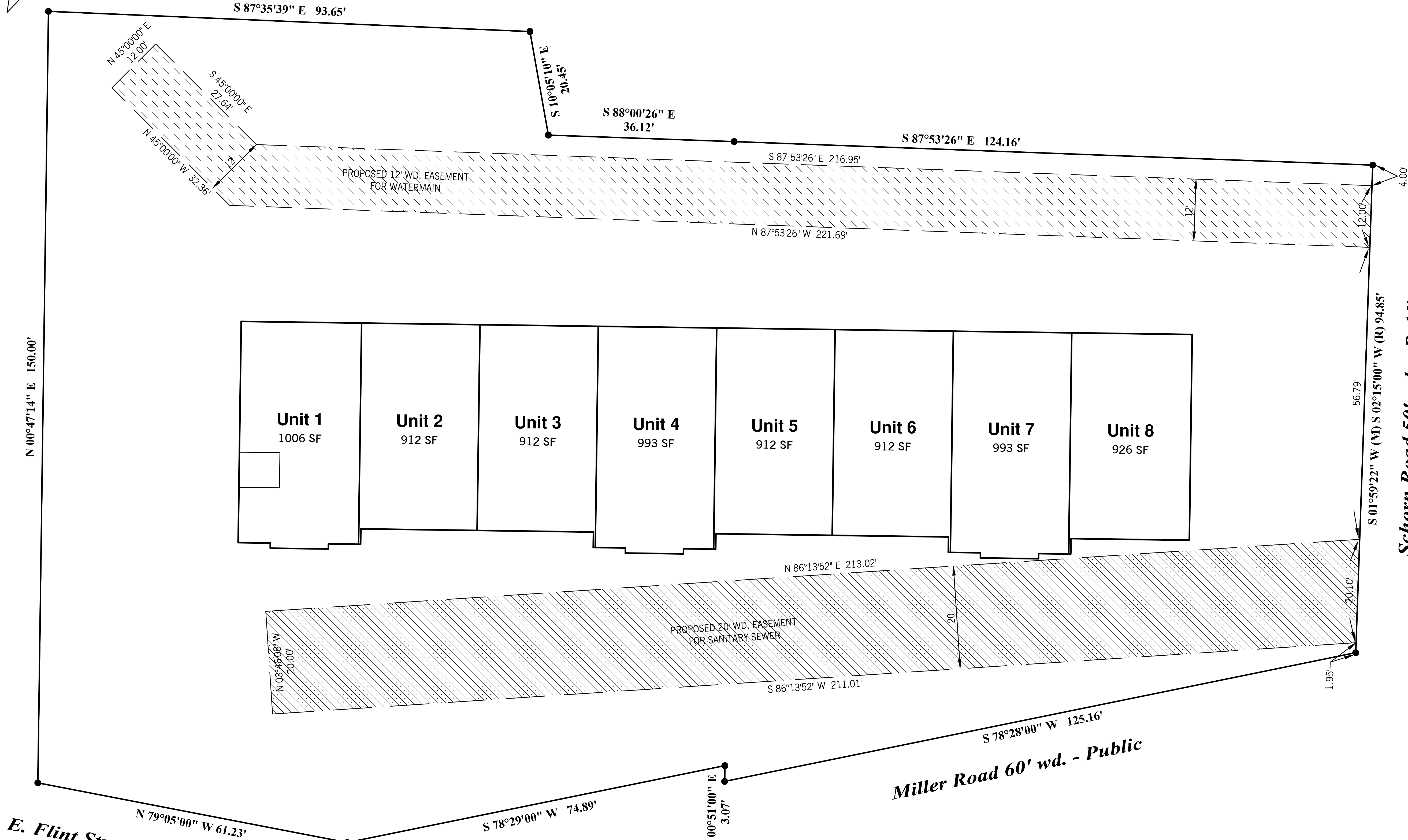
KIEFT ENGINEERING, INC. PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS 5852 SOUTH MAIN STREET, SUITE 1, CLARKSTON, MICHIGAN 48346 PHONE (248) 625-5251 www.kiefteng.com FAX (248) 625-7110

SHEET 5 KE 2021.171



LEGEND

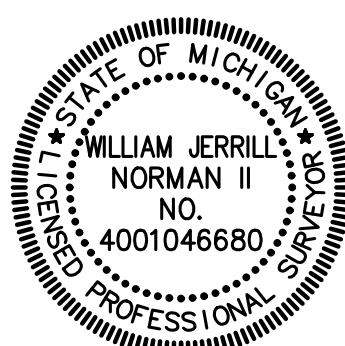
- PROPOSED 6' WD. EASEMENT FOR GAS & ELECTRIC SERVICE
- PROPOSED 20' WD. EASEMENT FOR SANITARY SEWER
- PROPOSED 20' WD. EASEMENT FOR STORM SEWER & DRAINAGE
- PROPOSED 12' WD. EASEMENT FOR WATER MAIN



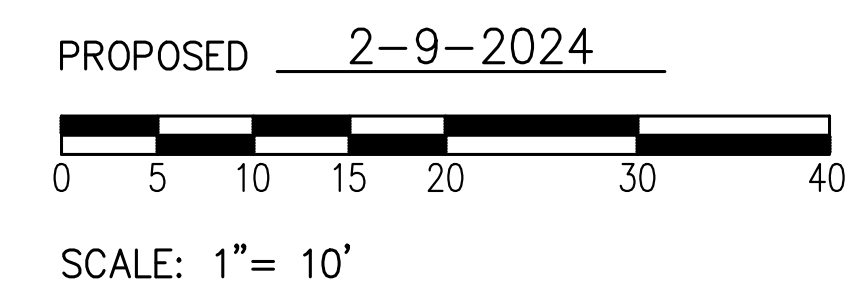
Schorn Road 50' wd. - Public

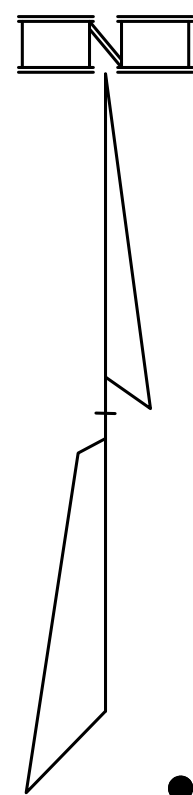
Miller Road 60' wd. - Public

E. Flint Street 66' wd. - Public



SANITARY & WATERMAIN EASEMENT PLAN "Orion Villas"





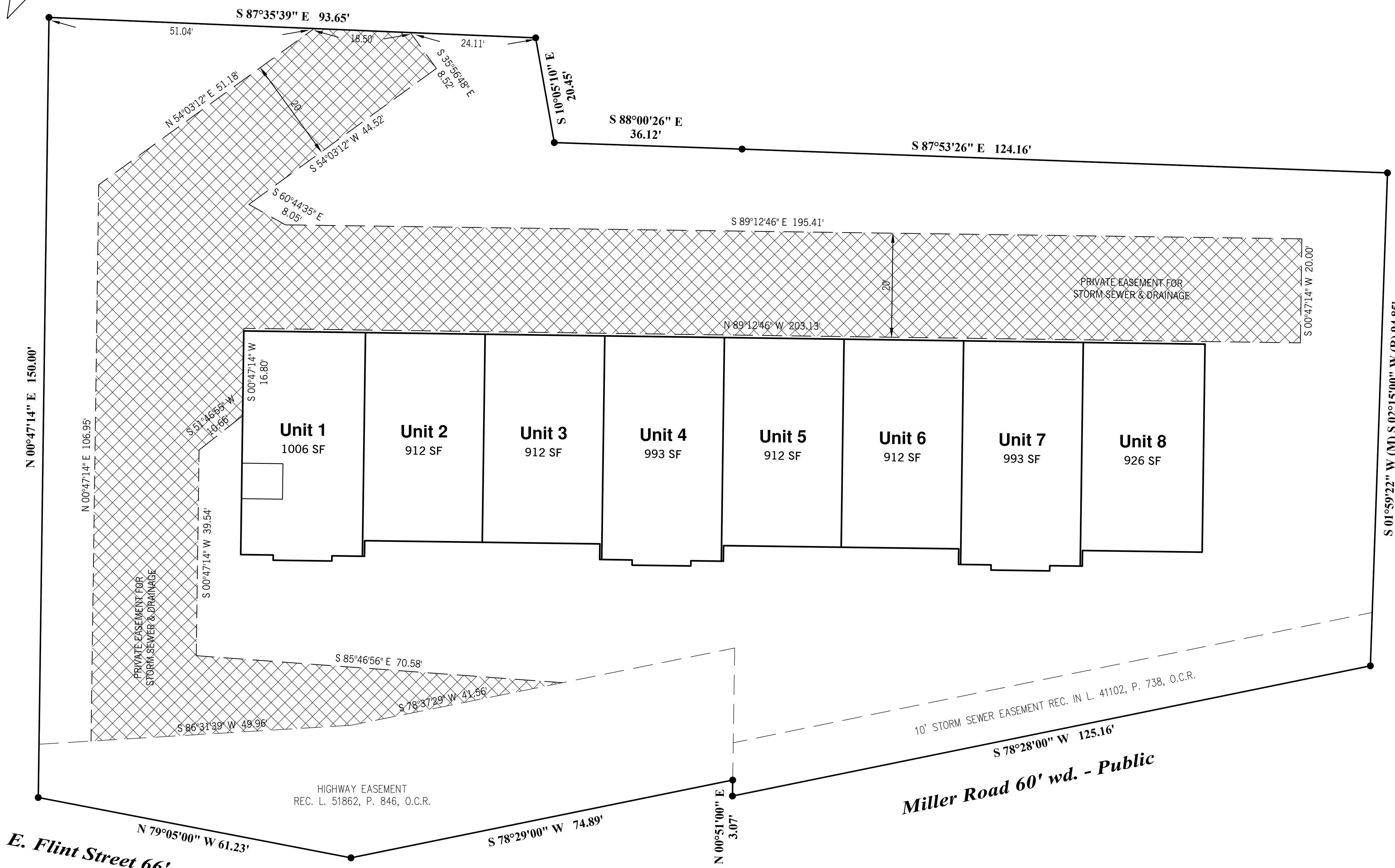
LEGEND

PROPOSED 6' WD. EASEMENT FOR GAS & ELECTRIC SERVICE

PROPOSED 20' WD. EASEMENT FOR SANITARY SEWER

PROPOSED 20' WD. EASEMENT FOR STORM SEWER & DRAINAGE

PROPOSED 12' WD. EASEMENT FOR WATER MAIN

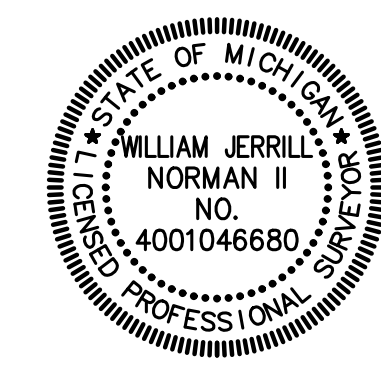
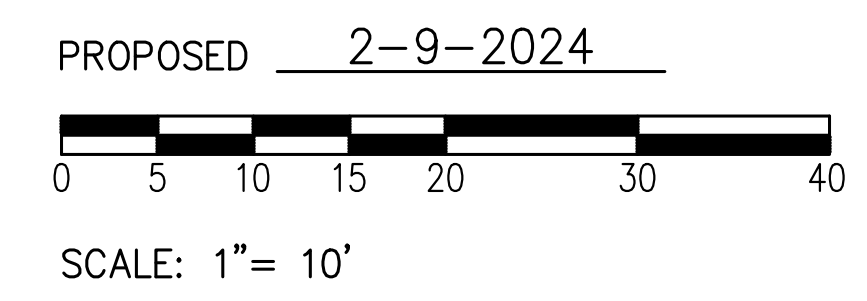


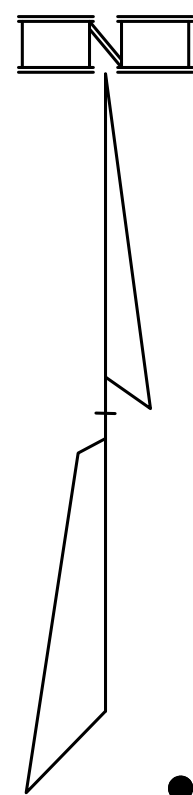
Schorn Road 50' wd. - Public

Miller Road 60' wd. - Public


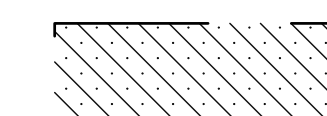

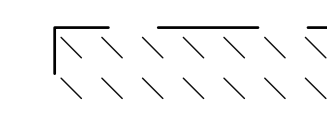
E. Flint Street 66' wd. - Public

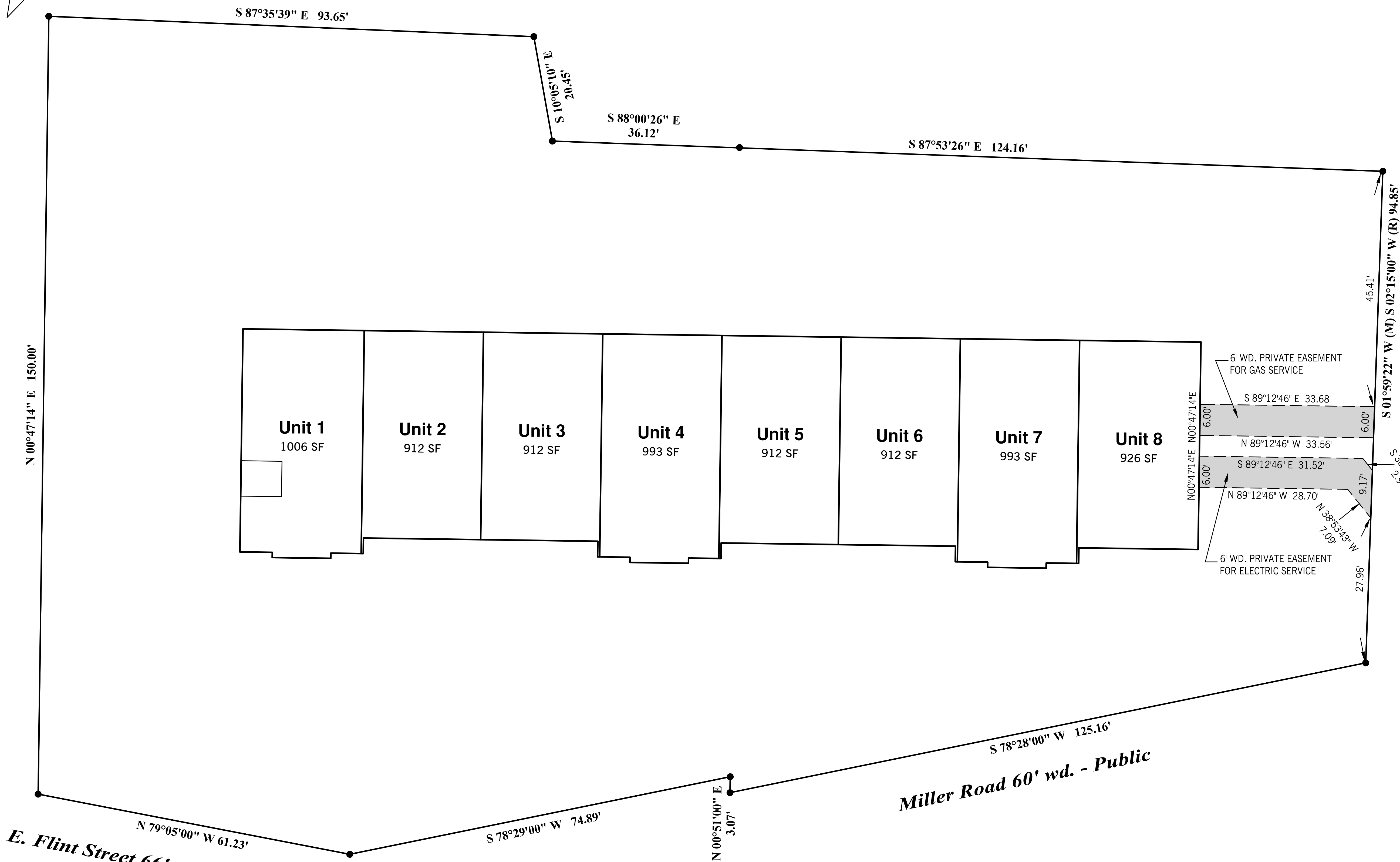
STORM & LANDSCAPE EASEMENT PLAN "Orion Villas"





LEGEND

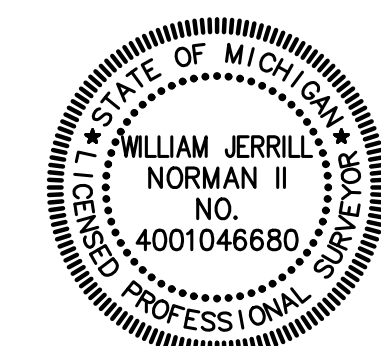
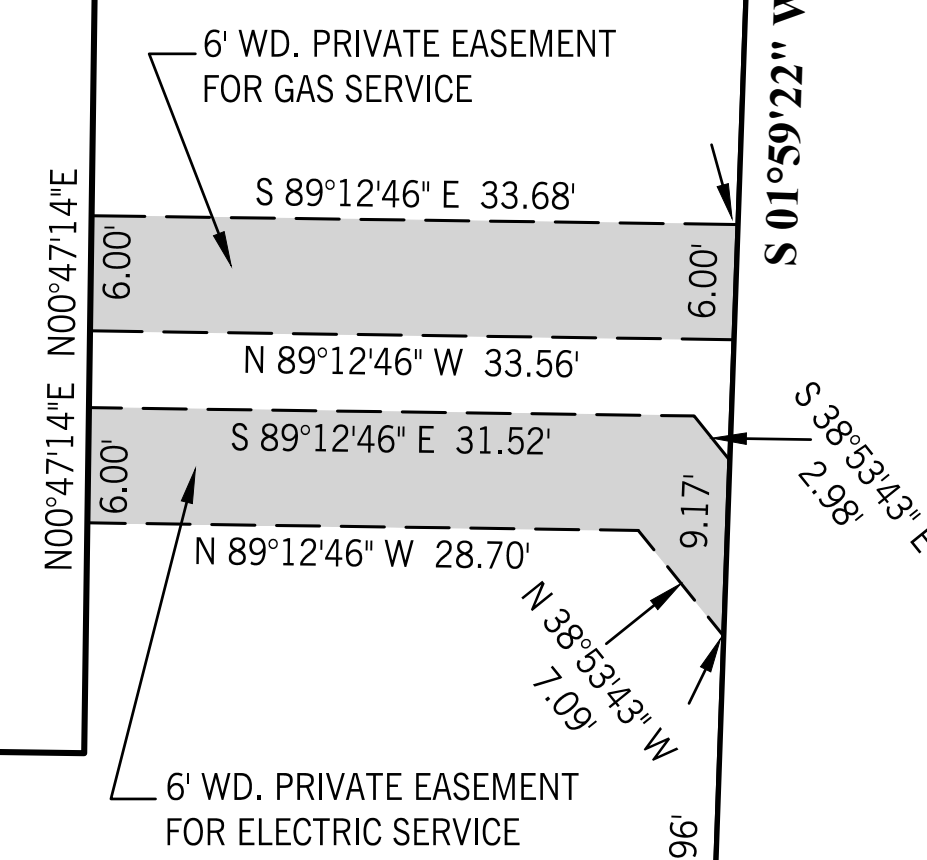
-  PROPOSED 6' WD. EASEMENT FOR GAS & ELECTRIC SERVICE
-  PROPOSED 20' WD. EASEMENT FOR SANITARY SEWER
-  PROPOSED 20' WD. EASEMENT FOR STORM SEWER & DRAINAGE
-  PROPOSED 12' WD. EASEMENT FOR WATER MAIN



Schorn Road 50' wd. - Public


Miller Road 60' wd. - Public

E. Flint Street 66' wd. - Public



GAS & ELECTRIC EASEMENT PLAN "Orion Villas"

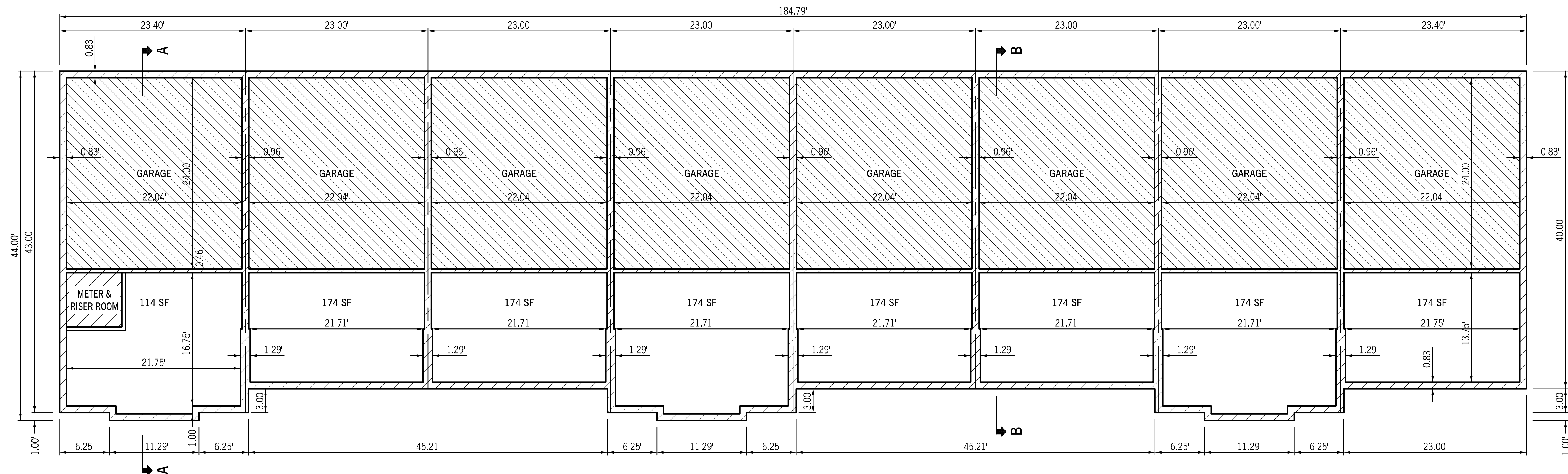
PROPOSED 2-9-2024



SCALE: 1" = 10'

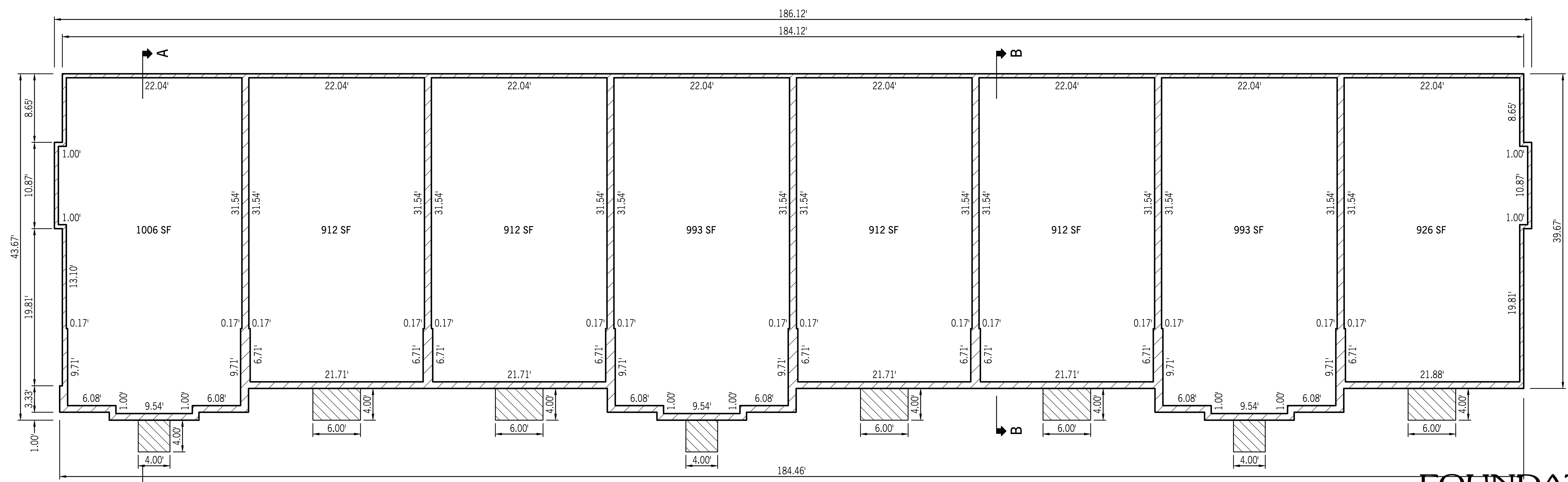
**KIEFT ENGINEERING, INC.**  
 PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS  
 5852 SOUTH MAIN STREET, SUITE 1, CLARKSTON, MICHIGAN 48346  
 PHONE (248) 625-5251 www.kiefteng.com FAX (248) 625-7110

**SHEET 8**  
**KE 2021.171**



**FOUNDATION**

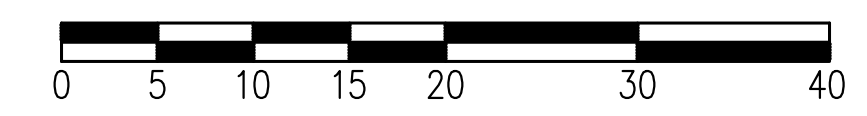
LIVING FLOOR NAVD '88 ELEVATIONS	
UNIT NO.	ELEVATION
1	987.67
2	987.67
3	987.67
4	987.67
5	987.67
6	987.67
7	987.67
8	987.67



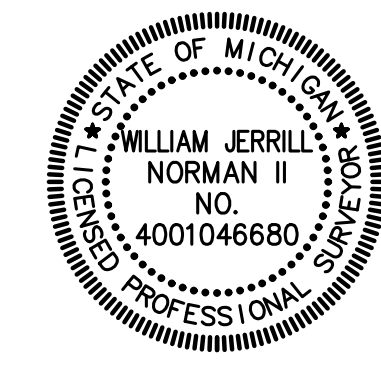
**FIRST FLOOR**

**FOUNDATION & 1ST FLOOR PLANS**  
 "Orion Villas"

PROPOSED 2-9-2024

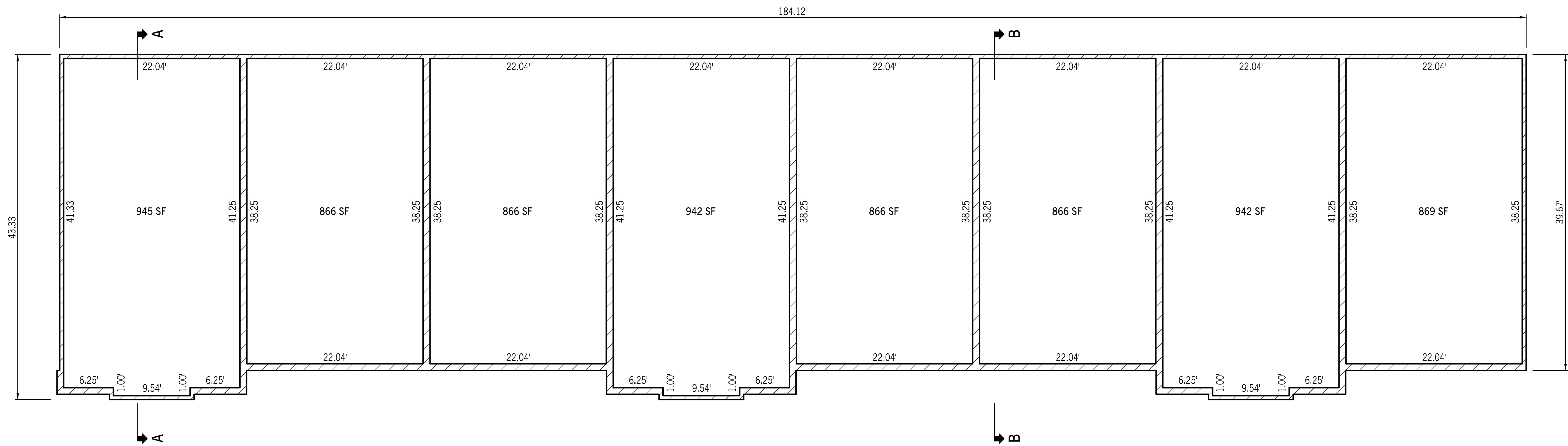


SCALE: 1" = 8'

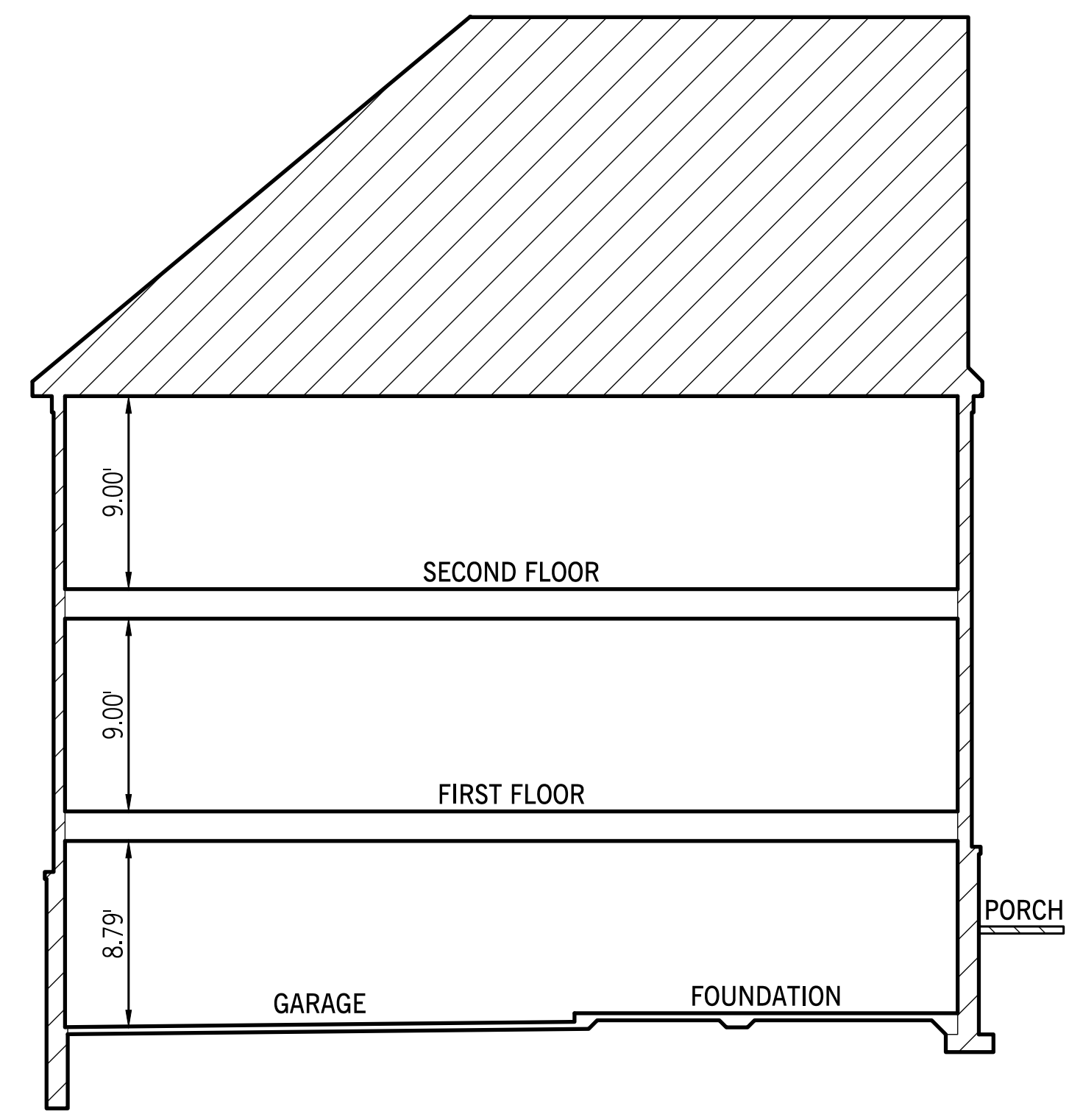


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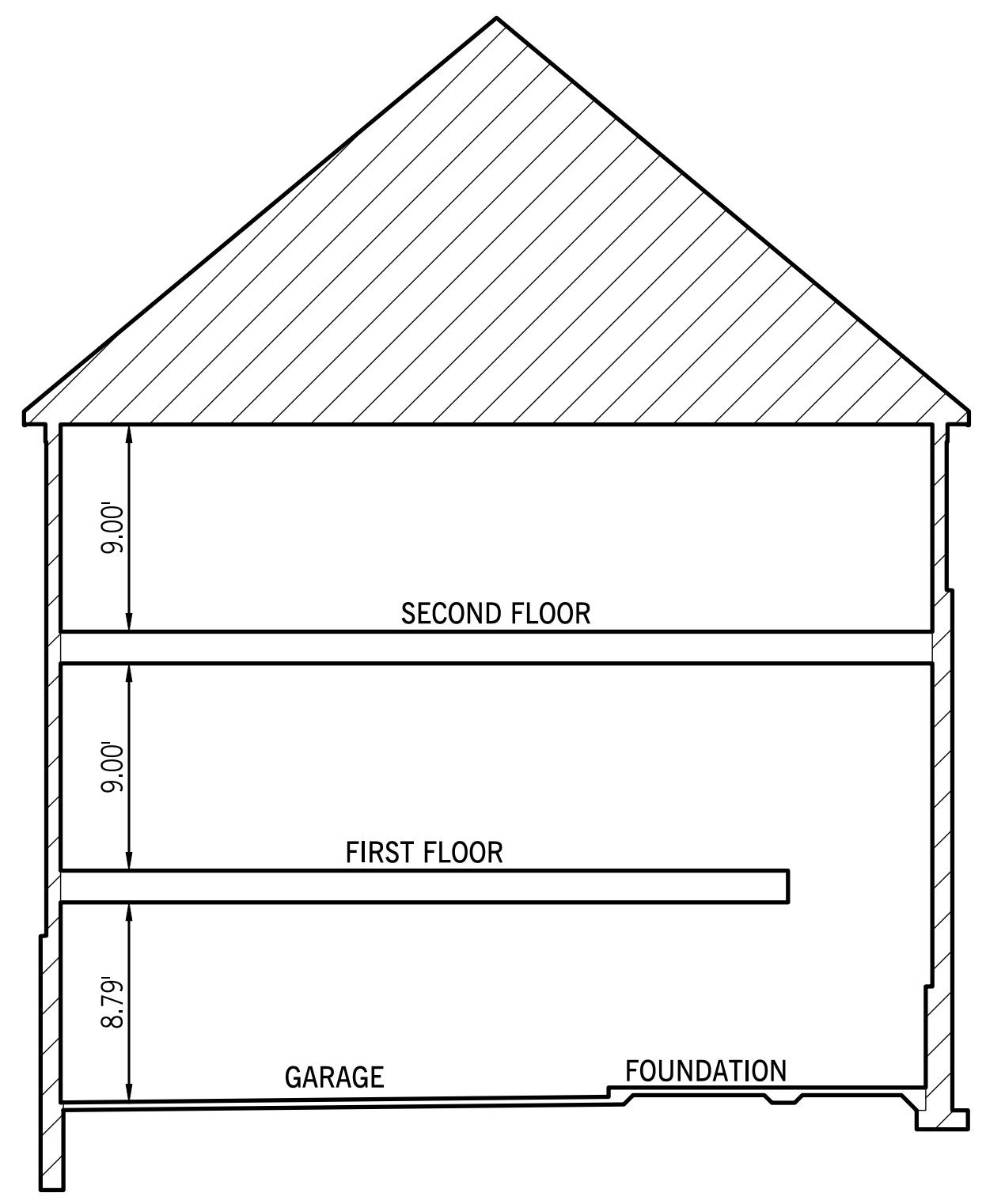
**SHEET 9**  
 KE 2021.171



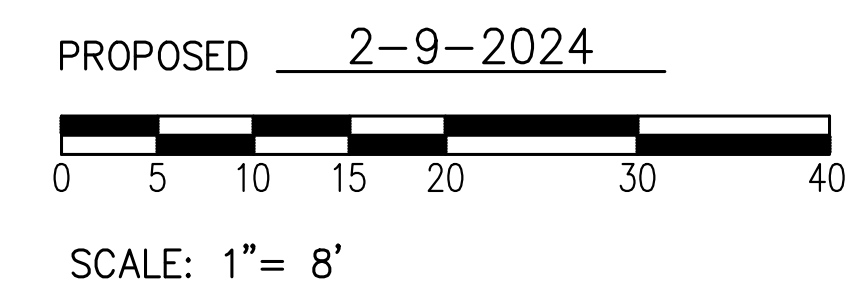
SECOND FLOOR



SECTION A - A



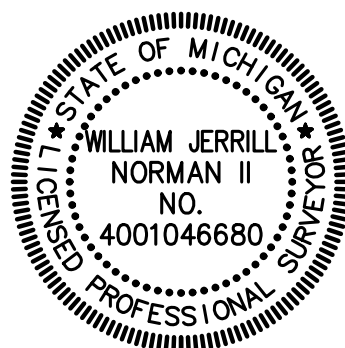
SECTION B - B



**2ND FLOOR &  
SECTIONS PLAN**  
"Orion Villas"

**KIEFT ENGINEERING, INC.**  
PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS  
5852 SOUTH MAIN STREET, SUITE 1, CLARKSTON, MICHIGAN 48346  
PHONE (248) 625-5251 www.kiefteng.com FAX (248) 625-7110

**SHEET 10**  
*KE 2021.171*



**INTERLOCAL AGREEMENT BETWEEN  
THE VILLAGE OF LAKE ORION AND ORION TOWNSHIP**

**THIS INTERLOCAL AGREEMENT** entered into between **THE VILLAGE OF LAKE ORION**, whose address is 21 E Church Street, Lake Orion, MI 48362 (Village). and the **CHARTER TOWNSHIP OF ORION**, whose address is 2525 Joslyn, Lake Orion, MI 48360 (Orion and/or Township), and **ROBERT/JUSTINI CO, LLC**, whose address is 969 N Conklin Road, Lake Orion, MI 48362 (Developer), all of whom are located in the County of Oakland , State of Michigan , collectively referred to as the " parties" , shall govern the zoning development standards, the property taxes and delivery of certain municipal services and utilities to a proposed development known as Orion Townhouses (" Development")

**RECITALS**

Article VII, § 28 of Michigan Constitution of 1963, provides, in part, that two or more counties, townships, cities, villages or districts or any combination thereof, may, among other things, enter into contractual undertakings or agreements with one another for the joint administration of any of the functions or powers each would have to perform separately; and,

The Urban Cooperation Act of 1967, being MCL 124.501 et seq., provides that public agencies may exercise jointly any power, privilege or authority that agency may exercise separately; and,

The Developer has proposed a development along the border of the Village' s and the Township's jurisdictional boundaries with a portion of the Development ("Development") being located in both the Village and the Township; (as depicted on the attached Exhibit " A"); and

By approval of this Interlocal Agreement by the respective Village Council of the Village of Lake Orion and the Township Board of Trustees of the Charter Township of Orion and Robert/Justini Co, LLC, the parties do herein reach agreement to the providing of certain services and municipal water and sewer services and other conditions as stated here in.

**THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE TO THIS INTERLOCAL AGREEMENT AS SET FORTH BELOW.**

**AGREEMENT**

Based upon the foregoing statements, the parties agree to the following terms, conditions, representations, considerations and acknowledgements and mutually agree as follows:

**Ordinance Designation**

The entire Development including that portion located in the Township will be evaluated a constructed under the terms, standards, and conditions of the Village's current Zoning Ordinance, for Zoning Multi- Family District. The Development will adhere to the standards set forth in the Village's Ordinance for Site Plan Review and for approval by the Planning Commission of the Village of Lake Orion and all other land use standards under local and state law. Once the plans for the Development are approved by the Village, any and all building permits for the Development will be handled in the same manner as are building permits for any other development within the Village and Orion Township.

All performance guarantees and reimbursements will be paid to the Township for all expenses and costs related to water, sewer, engineering and fire reviews, inspections, services,



and other typical costs and expenses. The Village will collect any reimbursement or performance guarantee for the Township Planning Review, Planning Commission Review, and road approval. The Village's approval shall be final as to the Development's land use or any variance or waiver per the Villages Ordinances

**Public Services**

**Police Services** will be provided depending upon each unit address.

**Fire and Emergency Medical Response Services** for the entire Development will be provided by Orion Township Fire Department and its EMT personnel. All 911 fire or medical response calls from any unit within the Development will be sent to the Township Fire Department.

**Property Taxes**

**July Tax Bills** will be sent to each and every unit within the Development whether in the Village or the Township for the services provided by the Village. July Tax Bills sent to any unit within the Development by Orion Township will include but are not limited to the Lake Orion Community School District, the Oakland Intermediate School District, the Oakland County Community College, and Oakland County.

**December Tax Bills** will be sent to each and every unit within the Development whether in the Village or the Township by the Charter Township of Orion for services provided by the Township and other taxing units; including, but not limited to, Oakland County Parks, Huron Clinton Metropolitan Parks, Orion Township Public Library and the North Oakland Transportation Authority.

**Water Services**

The Village of Lake Orion and the Charter Township of Orion do hereby agree and approve that all water services to the Development, including those portions existing in the Village of Lake Orion, will be provided through the Orion Township Water Department and the entire Development will be considered for all purposes necessary as solely an Orion water customer. By approval and execution of this Agreement, the Village of Lake Orion waives any objection or reservation permitted by statute, ordinance or any other law and affirmatively grants permission to the Charter Township of Orion to provide water and all related water services to those portions of the Development which are located within the Village's jurisdictional boundaries of the Village. As part of this permission, the Village does hereby grant the Township reciprocal rights to any and all water utility easements and all other rights, permissions, or authority granted to the Village or Township by law to access the Development's property, any village or Township property, or any and all water infrastructure (including but not limited to pipes, meters and other water assets) for the purposes of construction, maintenance, repair, operation and other access needed for the proper operation, maintenance, repair and billing of the Township water system. Sewer Services

The Village of Lake Orion and the Charter Township of Orion hereby agree and approve that all sewer services to the Development, including those portions existing in the Village of Lake Orion, will be provided through the Orion Township Sewer Department and the Development will be considered for all purposes necessary as solely an Orion sewer customer. By approval and execution of this Agreement, the Village of Lake Orion waives any objection or reservation permitted by statute, ordinance or any other law and affirmatively grants permission to the Charter Township of Orion to provide sewer and all related sewer services to those portions of the Development which are located within the jurisdictional boundaries of the Village. As part of this permission, the Village does hereby grant the Township reciprocal rights to any and all sewer utility easements and all other rights, permission, or authority granted to the Village or Township by law to access the Development's property, any Village or Township property, or any and all sewer infrastructure (including but not limited to pipes, meters and other sewer assets) for the

purposes of construction, maintenance , repair, operation and other access needed for the proper operation, maintenance , repair and billing of the Township sewer system.

The Developer shall pay the Township all normal and customary charges, fees and expenses for the connection to both water and sewer services; including tap fees, inspection fees, and all other normal and customary charges to Orion water customers.

**Addresses of Condominium Units**

The addresses of the ten (10) residential condominium units will be consecutive negative numbers beginning with 601 E Flint Street and continuing through and including 619 E Flint Street.

**Approval**

This Agreement is subject to and conditioned upon the approval by majority vote of the Village of Lake Orion Council and the Charter Township of Orion Board of Trustees.

**Robert/Justini Co., LLC**

By execution of this Agreement, Robert/Justini Co., LLC, as Developer of the Development, does hereby acknowledge its understanding and agreement to the terms and conditions stated herein. Robert/Justini Co., LLC agrees to cooperate, permit access and otherwise allow both the Village and the Township to conduct any and all necessary inspections, testing, maintenance, repairs, reconstruction or other necessary actions related to the Township's delivery of water and sewer services. Further, Robert/Justini Co., LLC understands and agrees that the Agreement is intended to run with the land and is enforceable to all current and future owners or others with any property interest.

**Liability and Insurance**

Each party shall assume responsibility for the acts and omissions of its own personnel acting pursuant to the Agreement to the same extent as all other Village and/or Township personnel; including to the extent that such personnel are insured, indemnified or otherwise protected when acting within the participating party's respective municipal limits.

To the extent and as otherwise provided by law, the parties agree to be responsible for the negligent or wrongful acts or omissions of the respective employees or volunteers. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend any other party or parties for claims including each other, for damage or liability arising out of or stemming from an act or action of any party.

The parties agree that at all times and for all purposes under the terms of this Agreement there is not an employer/employee relationship between the parties, nor is a right or benefit associated with an employer/employee relationship implied by the terms of this Agreement, services, activities or duties performed under this Agreement.

Each party shall maintain its own insurance, responsibilities and obligations for any and all acts of its employees, representatives, and officials as it relates to any claim, action, or circumstance arising out of this Agreement.

Each party shall provide the others with prompt notice of any claim, complaint or charge or any other accusation or allegation of negligence or wrongdoing, whether civil or criminal in nature, that another party becomes aware of and which involves the performance of activities or duties under this Agreement. Unless otherwise provided by law and/or Michigan court rule, the parties agree to cooperate with one another in any investigation conducted by the other party of any acts or performances of any activities under this Agreement, modification, termination and/or enforcement.

This Agreement sets forth the entire agreement between the parties. This Agreement may

only be amended in writing and as approved by resolution of the appropriate governing bodies of the Village and Township, with the effective date of the amendment being the date of approval.

This Agreement shall remain in effect until terminated by both the Village and the Township. While termination of this Agreement may be proposed by either the Village or the Township, no termination may be approved without both the Village and the Township reaching an understanding and agreement as to a mutually acceptable alternate division of the allocation of services provided herein. Robert/Justini Co., LLC has no authority or right under this Agreement to alter, prevent or prohibit the Village ' s or the Township' s right to modify or alter the terms of this Agreement.

If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from the Agreement. The remainder of the Agreement shall remain in full force and effect.

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or Court Rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the 6<sup>th</sup> Circuit Court, Oakland County, Michigan where jurisdiction and venue are proper.

VILLAGE OF LAKE ORION

By: Kenneth Van Dyke

Its: Council President

Dated: 9/10/19

CHARTER TOWNSHIP OF ORION

By: CK

Its: Township Supervisor

Dated: 9/11/19

VILLAGE OF LAKE ORION

By: Susan C. Saley

Its: Village Clerk

Dated: 9/10/2019

CHARTER TOWNSHIP OF ORION

By: Randy Skults

Its: Township Clerk

Dated: 9/11/19

ROBERT/JUSTIN/CO., LLC

By: JG

Its: OWNER

Dated: 9/16/19

**MASTER DEED**

**ORION VILLAS**

This Master Deed is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **ROBERT/JUSTINI CO, LLC**, a Michigan limited liability company, hereinafter referred to as "Developer", whose post office address is 969 N. Conklin Road, Lake Orion, Michigan 48362, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Orion Villas, as a Condominium Project under the Act and does declare that Orion Villas (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, and any person acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

**ARTICLE I**

**TITLE AND NATURE**

The Condominium Project shall be known as Orion Villas, Oakland County Condominium Subdivision Plan No. \_\_\_\_\_. The engineering and architectural plans for the Project were approved by, and are on file with, the Village of Lake Orion and Orion Township. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

**ARTICLE II**

**LEGAL DESCRIPTION**

The land which is submitted to the Condominium Project established by this Master Deed is described as follows:

Lands situated in the Village of Lake Orion and Township of Orion, Oakland County, Michigan:

PART OF LOT 29, "ASSESSOR'S PLAT NO. 1" A SUBDIVISION OF PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 53 OF PLATS, PAGE 52, OAKLAND COUNTY RECORDS, ALSO PART OF LOTS 1, 2 & 3, "MILLER SCHORN ORION SUBDIVISION" OF PART OF THE W 1/2 OF THE E 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 36 OF PLATS, PAGE 29, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SE CORNER OF LOT 29; TH S 78°29'00" W 74.89 FT & TH N 79°05'00" W 61.23 FT ALONG THE SOUTH LINE OF SAID LOT 29; TH N 00°47'14" E 150.00 FT ALONG THE WEST LINE OF SAID LOT 29; TH S 87°35'39" E 93.65 FT; TH S 10°05'10" E 20.45 FT; TH S 88°00'26" E 36.12 FT TO A POINT ON THE WEST LINE OF SAID LOT 1; TH S 87°53'26" E 124.16 FT TO A POINT ON THE EAST LINE OF SAID LOT 3 AND THE WEST LINE OF SCHORN ROAD; TH S 01°59'22" W (REC. AS S 02°15'00" W) 94.85 FT ALONG SAID EAST AND WEST LINES TO THE SE CORNER OF LOT 3; TH S 78°28'00" W 125.16 FT ALONG THE SOUTH LINE OF SAID LOTS 1, 2 & 3; TH N 00°51'00" E 3.07 FT TO THE POINT OF BEGINNING. CONTAINING 0.76 ACRES. SUBJECT TO A HIGHWAY EASEMENT OVER PART OF LOT 29, "ASSESSOR'S PLAT NO. 1" A SUBDIVISION OF PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, VILLAGE OF LAKE

ORION, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 53 OF PLATS, PAGE 52, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SE CORNER OF LOT 29; TH S 78°29'00" W 74.89 FT & N 79°05'00" W 61.23 FT ALONG THE SOUTH LINE OF SAID LOT 29; TH N 00°47'14" E 10.25 FT ALONG THE WEST LINE OF SAID LOT 29 ; TH N 86°31'39" E 59.99 FT; TH N 78°37'29" E 75.34 FT TO A POINT ON THE EAST LINE OF SAID LOT 29; TH S 00°51'00" W 25.39 FT ALONG THE EAST LINE OF SAID LOT 29 TO THE POINT OF BEGINNING. ALSO SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD.

Together with and subject to all easements and restrictions of record and all governmental limitations, including but not limited to the Interlocal Agreement by and among the Village of Lake Orion, the Charter Township of Orion, and Developer dated on or about September 16, 2019.

**ARTICLE III**

**DEFINITIONS**

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Architectural Policies and Procedures and any other rules and regulations of Orion Villas Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Orion Villas as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

**Section 1. Act.** The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

**Section 2. Association.** "Association" means Orion Villas Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

**Section 3. Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

**Section 4. Common Elements.** "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

**Section 5. Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Architectural Policies and Procedures and other rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

**Section 6. Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Orion Villas as described above.

**Section 7. Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" means Orion Villas as a Condominium Project established in conformity with the Act.

**Section 8. Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

**Section 9. Consolidating Master Deed.** "Consolidating Master Deed" means the final amended Master Deed which shall describe Orion Villas as a completed Condominium Project and shall reflect the entire land area in the Condominium and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

**Section 10. Construction and Sales Period.** "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units or other residences or owns or holds an option or other enforceable purchase interest in land for residential or recreational development within a five mile radius of the Condominium.

**Section 11. Co-owner or Owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

**Section 12. Developer.** "Developer" means Robert/Justini Co, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

**Section 13. First Annual Meeting.** "First Annual Meeting" means the initial meeting at which non-developer Co-owners vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.



**Section 14. Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

**Section 15. Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Orion Villas, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

**ARTICLE IV**

**COMMON ELEMENTS**

The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

**Section 1. General Common Elements.** The General Common Elements are:

(a) **Land.** The land described in Article II hereof, including the driveways and landscaped areas.

(b) **Electrical.** The electrical transmission system throughout the Project, up to the point of connection to, but not including, the meter servicing the individual Units, including the lighting that serves General Common Elements but are not attached to the garage fronts, and the community electric vehicle charging station(s), if any.

(c) **Telephone.** The telephone system throughout the Project up to the point of entry to each Unit.

(d) **Gas.** The gas distribution system throughout the Project, up to the point of connection to, but not including, the meter servicing the individual Units.

(e) **Water.** The water distribution system throughout the Project, up to the point of entry to Units, including the meter servicing each building, the lateral line that serves all Units in a building, and the shut off valve servicing each individual Unit.

(f) **Sanitary Sewer.** The sanitary sewer system throughout the Project, up to the point of entry to Units, including the lateral line that serves all Units in the building, and the clean-out and check valves servicing each individual Unit.

(g) **Storm Water Sewer System.** The storm water sewer system throughout the Project, including the underground system and structures, if any.

(h) **Cable and Telecommunications.** The cable and the telecommunications system, if and when it may be installed, up to, but not including, connections and service lines to provide service to individual Units.

(i) **Construction.** Slabs, supporting columns, basements, the Unit and its appurtenant garage perimeter walls, shaft walls between Units, roofs, trusses, ceilings, siding, brick, supporting beams, and chimneys, if any.

(j) **Beneficial Easements.** Unless otherwise dedicated to a governmental entity, all easements created herein or created after the recording hereof which benefit the Condominium as a whole.

(k) **Sidewalks.** Sidewalks identified as General Common Elements on Exhibit B.

(l) **Air Conditioner Screening Fences.** To the extent installed, the air conditioner screening fences throughout the Condominium.

(m) **Project Sign.** The Project sign, if any, and lighting for same.

(n) **Irrigation System.** The irrigation system, including without limitation the interior and exterior sprinkling system controls and timers which are installed by either the Developer or the Association.

(o) **Electric Vehicle Parking Space(s).** The electric vehicle parking spaces, if any.

(p) **Mail Kiosk.** The mail kiosk, if any.

(q) **Dumpster.** The dumpster serving the Project to the extent not leases.

(r) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

**Section 2. Limited Common Elements.** Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Porches.** Each porch, if any, is restricted in use to the Co-owner of the Unit which is serviced by the porch as shown on Exhibit B hereto.

(b) **Air Conditioner Compressors.** Each individual air conditioner compressor and its pad in the Project and the ground surface immediately below the same is restricted in use to the Co-owner of the Unit which such air conditioner compressor services.

(c) **Garage Parking Spaces.** Each parking space within each parking garage is appurtenant as a Limited Common Element to the Unit that opens into such garage.

(d) **Garage Doors and Garage Door Openers.** Each garage door and its hardware, including garage door openers, shall be limited in use to the Co-owner of the Unit serviced thereby.

(e) **Doors and Windows.** Doors and windows shall be limited in use to the Co-owners of Units to which they are attached.

(d) **Sanitary Sewer.** The vertical sanitary sewer line that serves a single Unit is a Limited Common Element to the Unit it serves.

(e) **Water Line.** The vertical water line that serves a single Unit is a Limited Common Element to the Unit it serves.

(f) **Meter and Riser Room.** The Meter and Riser Room depicted on Exhibit B attached.

(g) **Interior Surfaces.** The interior surfaces of a Unit and its appurtenant garage shall be limited to the exclusive use and enjoyment of the Co-owner of such Unit; provided, however, that utilities benefiting another Unit or Units may be located within a Unit.

**Section 3. Responsibilities.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Porches.** The costs of maintenance, repair and replacement of each porch described in Article IV, Section 2(a) above, including the removal of snow, shall be borne by the Co-owner serviced by the particular porch.

(b) **Doors and Windows.** The repair, replacement and interior and exterior maintenance of all glass and screen portions of doors and windows referred to in Article IV, Section 2(e) and the costs thereof, shall be borne by the Co-owner of the Unit to which any such doors and windows are appurtenant; provided, however that no changes in design, material or color may be made therein without express written approval of the Association (and the Developer during the Construction and Sales Period).

(c) **Roads and Sidewalks.** The Association shall be responsible for the maintenance, repair and replacement of all driveways described in Article IV, Section 1(a) above and sidewalks described in Article IV, Section 1(k) above, including the removal of snow.

(d) **Interior Surfaces.** The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referred to in Article IV, Section 2(f) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(e) **Utility Costs.** All costs of electricity and natural gas servicing a Unit, and all costs of maintenance, repair and replacement of the meters for electricity and natural gas servicing a Unit, shall be borne by the Co-owner of the Unit. All costs of water and sanitary sewer expenses, including the meter recording such usage, shall be borne by the Association.

(f) **Site Lighting.** All site lighting fixtures attached to garage fronts and front porches shall be maintained, repaired and replaced by the Association. Light bulbs for only the lighting fixtures affixed to garage front exteriors and affixed to front porch exteriors shall be furnished by the Association; replacement of all other light bulbs shall be the responsibility of the Co-owner of the Unit to which the respective light fixtures are appurtenant. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change such fixtures in any way and shall not cause the electricity flow for operation thereof to be interrupted at any time. The cost of electricity and any other expenses associated with the operation of the site lighting fixtures (except for certain light bulbs as provided above that are an Association obligation), shall be borne by the Co-owner of the Unit to which the site lighting fixtures are appurtenant. Said fixtures shall operate on photoelectric cells whose timers shall be set by and at the discretion of the Association and shall remain lit at all times determined by the Association for lighting thereof and shall not be removed or disengaged by the Co-owners. Further, all exterior lighting must comply with applicable village and township codes and ordinances, including being directed downward and shielded so as not to shine on adjacent property and being within the maximum permitted fixture height and illumination levels.

(g) **Garage Parking Spaces.** The cost of maintenance, repair and replacement of each garage parking space described in Article IV, Section 2(c) above, shall be borne by the Association. Notwithstanding the foregoing, the ordinary cleaning of garage parking spaces shall be the responsibility of the Co-owner of the Unit serviced by the garage parking space.

(h) **Storm Water Sewer.** The repair, replacement and maintenance of the storm water sewer system referenced in Article IV, Section 1(g) above, shall be borne by the Association.

(i) **General Common Element Parking Spaces and Landscaping.** The repair, replacement and maintenance of the parking spaces and landscaping referenced in Article IV, Sections 1(a) and (o) above, including without limitation the irrigation system that serves the landscaping, shall be borne by the Association.

(j) **Sanitary Sewer.** The repair, replacement and maintenance of the sanitary sewer line referenced in Article IV, Section 1(f) above shall be borne by the Association. The repair, replacement and maintenance of the sanitary sewer line referenced in Article IV, Section 2(d) above shall be borne by the Co-owner of the Unit served by the sanitary sewer line.

(k) **Water.** The repair, replacement and maintenance of the water line and related items referenced in Article IV, Section 1(e) above shall be borne by the Association. The repair, replacement and maintenance of the water line referenced in Article IV, Section 2(e) above shall be borne by the Co-owner of the Unit served by the water line.

(l) **Meter and Riser Room.** The Association shall be responsible for the maintenance, repair and replacement of the meter and riser room referenced in Article IV, Section 1(f) above.

(m) **Other.** The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above, including without limitation the exterior walls, shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

**Section 4. Utilities.** Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. Even if owned by a local public authority, the water mains, leads and equipment and the sanitary sewer mains, leads and equipment located within the boundaries of the Condominium are the responsibility of the Association to maintain, repair and replace and such improvements are subject to the terms of the private sanitary sewer maintenance agreement and the private watermain maintenance agreement between the Condominium and the Village of Lake Orion and Orion Township, if applicable.

**Section 5. Use of Units and Common Elements.** No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

**Section 6. Trash Removal and Recycling.** Unless otherwise provided by the Village of Lake Orion or the Township of Orion, the Association shall be responsible for contracting for trash removal from the Project, which may include collection of recyclables.

**ARTICLE V**

**UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

**Section 1. Description of Units.** The Condominium Project is comprised of eight (8) units, numbered 1 through 8, inclusive. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Orion Villas as prepared by Kieft Engineering Inc. and attached hereto as Exhibit B, as it may be amended. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished sub floor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.

**Section 2. Percentage of Value.** The percentage of value assigned to each Unit is set forth below. The percentages of value were computed based on the type of roof that services the Unit. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

**Section 3. Percentage of Value Assignment.** Set forth below are:

- (a) Each Unit number as it appears on the Condominium Subdivision Plan.

(b) The percentage of value assigned to each Unit.

Unit Number	Percentage of Value Assigned
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
Total	100.00%

**ARTICLE VI**

**CONVERTIBLE AREAS**

**Section 1. Designation of Convertible Areas.** All Units and Common Elements have been designated on the Condominium Subdivision Plan as "Convertible Areas" within which: (a) the individual Units may be expanded or reduced in size, otherwise modified and/or relocated; and (b) General and Limited Common Elements may be created, constructed, expanded or reduced in size, otherwise modified and/or relocated. Only the Developer or such person or persons to whom it specifically assigns the rights under this Article may exercise convertibility rights hereunder.

**Section 2. The Developer's Right to Modify Units and/or Common Elements.** The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording hereof, to enlarge, extend, diminish and/or relocate Units and to construct private amenities on all or any portion or portions of the Convertible Areas designated for such purpose on the Condominium Subdivision Plan. The Developer shall also be entitled to convert General Common Elements into Limited Common Elements as it, in its sole discretion, may determine. The precise number, nature, size and location of Unit and/or Common Element conversions, extensions and/or reductions of Units and/or amenities which may be constructed and designated shall be determined by Developer in its sole judgment or any other person to whom it specifically assigns the right to make such determination subject only to any necessary public agency approvals. Any private amenity other than a Unit extension may be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit.

**Section 3. Developer's Right to Grant Specific Right of Convertibility.** The Developer shall have the authority to assign to the Owner of a particular Unit the right of future convertibility for a specific purpose. Such assignment shall be by specific written authority duly executed by the Developer prior to the completion of the Construction and Sales Period and shall be granted only at the sole discretion of the Developer.

**Section 4. Compatibility of Improvements.** All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium Project, as determined by Developer in its sole discretion.

**Section 5. Amendment of Master Deed and Modification of Percentages of Value.** Such conversion in this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and shall provide that the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

**Section 6. Redefinition of Common Elements.** Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels added or withdrawn by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

**Section 7. Right to Modify Floor Plans.** The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment, subject to village and township approval. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion.

**Section 8. Consolidating Master Deed.** A Consolidating Master Deed (subject, however, to Article III, Section 9 of this Master Deed) shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

**Section 9. Consent of Interested Persons.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Article VI above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

**ARTICLE VII**

**SUBDIVISION, CONSOLIDATION AND  
OTHER MODIFICATIONS OF UNITS**

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

**Section 1. By Developer.** Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) **Subdivide Units; Consolidate Units; Relocate Units.** Subdivide or resubdivide any Units which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between Units. Such subdivision or resubdivision of Units, consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) **Amend to Effectuate Modifications.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so subdivided, consolidated or modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording this entire Master Deed or the Exhibits hereto.

**Section 2. By Co-owners.** One or more Co-owners may undertake:



(a) **Subdivision of Units.** The Co-owner of a Unit may subdivide his Unit upon request to the Association in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Oakland County Register of Deeds.

(b) **Relocation of Boundaries.** Co-owners of Units may relocate boundaries between their Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Oakland County Register of Deeds.

**Section 3. Limited Common Elements.** Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article.

**ARTICLE VIII  
EASEMENTS**

**Section 1. Easement for Maintenance of Encroachments and Utilities.** There shall be easements to, through and over the entire Project (including all Units) for the continuing maintenance, repair, replacement and enlargement of General Common Elements in the Project. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, walls and ceilings (including interior Unit walls, floors and ceilings) contained therein for the location and continuing maintenance and repair of all utilities in the Condominium and air conditioner leads. There shall exist easements of support with respect to any Unit interior walls which supports a Common Element.

**Section 2. Easements and Developmental Rights Retained by Developer.**

(a) **Public Right-of-Way Dedication.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways/driveways in Orion Villas, shown as General Common

Elements on Exhibit B. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

**(b) Utility Easements.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such grants of easement or transfers of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate any of the foregoing grants of easement or transfers of title.

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

**Section 4. Easements for Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements, if applicable. It is also a matter of concern that a Co-owner may fail to properly maintain his Unit and its appurtenant Limited Common Elements in accordance with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at

a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

**Section 5. Telecommunications Agreements.**

(a) Both the Developer during the Construction and Sales Period and the Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, fiber optic service, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association, unless the company is operated by the Developer as reserved in sub-paragraph (b) or the easement is approved by the Developer during the Construction and Sales Period, upon which event they shall be paid over to and shall be the property of the Developer.

(b) The Developer may establish cable and/or satellite service, provide fiber optic service or other form of communication facility in the Project, but has no obligation to do so. In such event, the fiber optic cables and related equipment, cable and/or satellite equipment and any other equipment installed by Developer to provide a communication facility ("Communications Improvements") located throughout the Project, up to the point of entry to each Unit, would be owned by the Developer. At all times the Developer provides any such services in the Project, the Communications Improvements will be installed, maintained, repaired and replaced by the Developer, at the Developer's sole cost and expense. The Developer hereby reserves an easement throughout the Project for the purpose of installing, maintaining, repairing and replacing the Communications Improvements, in the event the Communications Improvements are installed. The rights reserved in this paragraph can be assigned by the Developer or transferred to its successor, assign or designee.

**Section 6. Emergency Vehicle and Service Vehicle Access Easement.** There shall exist and it is hereby granted for the benefit of the Village of Lake Orion and Township of Orion, or other emergency or public service agency or authority, an easement over all roads in the Condominium for use by the emergency and/or service vehicles of the Village of Lake Orion

and Township of Orion or such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

**ARTICLE IX**

**AMENDMENT**

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners in number and in value, except as hereinafter set forth:

**Section 1. Modification of Units or Common Elements.** No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

**Section 2. Mortgage Consent.** Amendments shall require the approval of first mortgagees in accordance with Section 90a of the Act. The notice required to be mailed to first mortgagees under Section 90a of the Act shall be sent to first mortgagees via certified mail, return receipt requested.

**Section 3. By Developer.** Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose as do not materially affect any rights of any Co-owners or mortgagees in the Project.

**Section 4. Change in Percentage of Value.** The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or in the Bylaws.

**Section 5. Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.

**Section 6. Developer Approval.** During the Construction and Sales Period, the Condominium Documents shall not be amended, nor shall the provisions thereof be modified by any other document without the written consent of the Developer.

**ARTICLE X**

**INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF LAKE ORION AND ORION TOWNSHIP**

The Village of Lake Orion, the Charter Township of Orion and the Developer have entered into a certain Interlocal Agreement Between the Village of Lake Orion and Orion Township, bearing a last party to execute date of September 16, 2019 (“Interlocal Agreement”). Because the Condominium is on the boarder of the Village of Lake Orion and Orion Township, the Interlocal Agreement was entered into to confirm services to be provided by the Village and Township, respectively, including municipal water and sanitary sewer, and other conditions as stated in the Interlocal Agreement. All water and sanitary sewer services to the Project, including those portions existing in the Village of Lake Orion, will be provided through the Orion Township Water Department and the entire Project will be considered for all purposes necessary as solely an Orion Township water and sewer customer.

Further to the Interlocal Agreement, police services will be provided depending upon each Unit’s address; fire and emergency medical response services for the entire Project will be provided by the Orion Township Fire Department and its EMT personnel; and, all 911 fire or medical response calls from any Unit within the Project will be sent to the Township Fire Department.

Pursuant to the Interlocal Agreement, tax bills are handled as follows: July Tax Bills will be sent to each and every Unit within the Project whether in the Village or the Township for the services provided by the Village. July Tax Bills sent to any Unit within the Project by Orion Township will include but are not limited to the Lake Orion Community School District, the Oakland Intermediate School District, the Oakland County Community College, and Oakland County. December Tax Bills will be sent to each and every Unit within the Project whether in the Village or the Township by the Charter Township of Orion for services provided by the Township and other taxing units; including, but not limited to, Oakland County Parks, Huron Clinton Metropolitan Parks, Orion Township Public Library and the North Oakland Transportation Authority.

**ARTICLE XI**

**ASSIGNMENT**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.

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**ROBERT/JUSTINI CO, LLC**, a Michigan limited liability company

By: \_\_\_\_\_

STATE OF MICHIGAN     )  
                                          ) SS.  
COUNTY OF OAKLAND    )

On this \_\_\_\_ day of \_\_\_\_\_, 2024 in Oakland County, Michigan, the foregoing Master Deed was acknowledged before me by \_\_\_\_\_, the \_\_\_\_\_ of Robert/Justini Co, LLC, a Michigan limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public, State of Michigan, County of \_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of Oakland

Master Deed drafted by and when recorded return to:

C. Kim Shierk of  
Williams Williams Rattner & Plunkett, P.C.  
380 North Old Woodward Avenue, Suite 300  
Birmingham, Michigan 48009

**ORION VILLAS**

**EXHIBIT A**

**BYLAWS**

**ARTICLE I**

**ASSOCIATION OF CO-OWNERS**

Orion Villas, a residential Condominium Project located in the Village of Lake Orion and Township of Orion, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 3(9) of the Act and the Association Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

**ARTICLE II**

**ASSESSMENTS**

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

**Section 1. Assessments for Common Elements.** All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall also be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subsection may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient: (a) to pay the costs of operation and management of the Condominium, (b) to provide repairs and replacements to those existing Common Elements for which the Association has repair or replacement responsibilities, or (c) to provide additions to the Common Elements not exceeding \$25,000.00 annually for the entire Condominium Project, or (2) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

(b) **Special Assessments.** Special assessments, in addition to those required in subsection (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$25,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 4 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of no less than 66 -2/3% of all Co-owners except as hereinafter provided. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

**Section 3. Apportionment of Assessments and Penalty for Default.** Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be equally apportioned among and paid by the Co-



owners, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in 12 equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. An automatic late charge not exceeding \$50 per installment per month may be added to each installment in default for five or more days until each installment together with all applicable late charges is paid in full. The Board of Directors shall also have the right to apply a discount for assessments received by the Association on or before the date on which any such assessment falls due. Each Co-owner (whether one or more persons) including a land contract vendee, shall be, and remain, personally liable for the payment of all assessments (including automatic late charges and other fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. Co-owners delinquent in paying assessments shall be ineligible to vote and serve on committees or as a Director of the Association.

**Section 4. Liens for Unpaid Assessments.** Sums assessed by the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Unit or Units as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

**Section 5. Waiver of Use or Abandonment of Unit.** No Co-owner may exempt himself from liability for his contribution toward the expenses of administration or for payment of assessments to the Association by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

**Section 6. Enforcement.**

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments together with all applicable late charges, interest, fines, costs, advances paid by the Association to protect its lien, actual attorneys' fees (not limited to statutory fees) and other costs, by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any

utilities or other services to a Co-owner in default upon seven days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to serve on committees or as a Director of the Association or to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may assess additional fines for chronic late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 and Article XX of these Bylaws which fines may be in addition to automatic late charges previously established. All of these remedies shall be cumulative and not alternative.

**(b) Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subsection and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

**(c) Notice of Action.** Notwithstanding the foregoing, 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 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to 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 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including late charges, interest, fines, costs, actual attorneys' fees (not limited to statutory fees), advances for taxes or other liens paid by the Association to protect its lien and other costs, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

**Section 7. Liability of Mortgagee.** Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder or purchaser acquires title to the Unit.

**Section 8. Developer's Responsibility for Assessments.** The Developer of the Condominium, even though a member of the Association, shall not be responsible at any time for payment of the monthly Association assessment, except with respect to occupied Units that it owns. The Developer, however, shall independently pay all direct costs of maintaining Units for which it is not required to pay monthly maintenance assessments. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied Units owned by it. Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to Units not completed and occupied notwithstanding the fact that such incomplete Units may have been depicted in the Master Deed. Any assessments levied by the Association against the Developer for other purposes shall be void without the Developer's consent. Further, Developer shall in no event be liable for any assessment, general or special, levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs. "Occupied Unit" shall mean a Unit used as a residence or as a sales office. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the Village of Lake Orion and Orion Township.

The Developer, or any successor developer from time to time during the Construction and Sales Period may (but shall have no obligation to) make loans and advances to the Association to enable the Association to fund the payment of its current expense, insofar as they are in excess of its current revenues because all Units in the Condominium are not yet "Completed Units" or "Occupied Units". In the event that the Developer, or a successor developer, does so, it may earn and receive a reasonable rate of interest upon the monies loaned and advanced (which rate of interest shall not exceed a market rate of interest). Promptly after the Transitional Control Date, the Developer, or any such successor developer, as applicable, shall furnish the Board of Directors of the Association an accounting for the moneys so loaned and advanced to the Association, the manner of their use and all amounts which the Association repaid prior the Transitional Control Date for principal or interest in respect of any such loan.

**Section 9. Property Taxes and Special Assessments.** All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

**Section 10. Personal Property Tax Assessment of Association Property.** The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration to the extent required by state or local law.

**Section 11. Construction Lien.** A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

**Section 12. Statement as to Unpaid Assessments.** The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments, interest, late charges, fines, costs and attorney fees thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs and other fees as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments against the Condominium Unit together with interest, costs, fines, late charges and attorney fees, and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

**Section 13. Road Improvements.** At some time subsequent to the initial development, it may become necessary to pave or improve some or all of the road(s) within or adjacent to the Condominium. The improvement may be financed, in whole or in part, by the creation of a special assessment district or districts which may include Condominium. The acceptance of a conveyance or the execution of a land contract by any Owner or purchaser of a Condominium Unit shall constitute the agreement by such Owner or purchaser, his/her heirs, executors, administrators, or assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than 51% of all Co-owners. No consent of mortgagees shall be required for approval of said public road improvement.

All road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

### ARTICLE III

### ARBITRATION

**Section 1. Scope and Election.** Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which

consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

**Section 2. Judicial Relief.** In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

**Section 3. Election of Remedies.** Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

**ARTICLE IV**

**INSURANCE**

**Section 1. Extent of Coverage.** The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount of not less than \$1,000,000, per occurrence), and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

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

**(b) Insurance of Common Elements and Fixtures.** All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, including foundations to the extent insurance is available for same, sewers, roads and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its

representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include unpainted surface of interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures and equipment within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

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

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

(e) **Deductible.** When a claim is made on any of the insurance policies maintained by the Association which is subject to a deductible amount, the deductible amount shall be paid by the Association of the damaged General Common Element, Limited Common Element or Unit sustaining the damage, except if the claim arises out of the careless or negligent act of a Co-owner, then the Co-owner responsible for causing the damage shall pay the deductible amount.

**Section 2. Authority of Association to Settle Insurance Claims.** Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of

liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

**ARTICLE V**

**RECONSTRUCTION AND REPAIR**

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

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

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

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

**Section 3. Co-owner Responsibility for Repair.**

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

(b) **Damage to Unit.** Each Co-owner shall be responsible for the maintenance, repair and replacement of the contents of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures, all appliances, whether free-standing or built-in and all upgrades (above Developer’s standards) installed by Co-owners. In the event damage to interior walls within a Co-owner’s Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to ceilings in which utilities that benefit another Unit are located, or to any fixtures and equipment which are standard items within a Unit is covered by insurance held by the Association, then the replacement or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V; provided, however, any and all insurance deductible amount shall be paid by the Co-owner of the Unit and/or appurtenant Limited Common Element sustaining the damage, except as otherwise provided in Article IV, Section 1(e) of these Bylaws. If any other items located within a Unit are covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage

to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

**Section 4. Association Responsibility for Repair.** Except as otherwise provided in the Master Deed and in Article IV, Section 1(e) and Article V, Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

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

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

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

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

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



thereof by any Co-owner. Costs incurred to accomplish matters required by this subsection shall be borne by the Association.

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

(e) **Applicability of the Act.** To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

**Section 7. Notification of Holders, Insurers and Guarantors of First Mortgages.** In the event any first mortgage in the Condominium is held, guaranteed or insured and such holder, guarantor or insurer so requests in writing (stating its name, address and applicable mortgaged Unit number) to the Association, the Association shall give timely written notice to such requesting party of the following: (a) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit and dwelling securing such mortgage; (b) any 60-day delinquency in the payment of assessments or charges owed to the Association with respect to the Unit and dwelling securing such mortgage; (c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

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

**ARTICLE VI**

**RESTRICTIONS**

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

**Section 1. Residential Use.** No Unit in the Condominium shall be used for other than single-family residential purpose and the Common Elements shall be used only for purposes consistent with the use of single-family residential purpose.

**Section 2. Leasing and Rental.**

(a) **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below and further provided that no more than 45% of the Units in the Project may be leased at any given time. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease, the initial

term of which is at least twelve (12) months unless the tenant is the Developer marketing a nearby community. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer, or its assigns, may lease any number of Units in the Condominium in its discretion and shall not be subject to the foregoing, or the leasing procedures set forth in subsection (b) below, when leasing to individuals that hold a binding Purchase Agreement for a Unit in the Condominium and are waiting to close and move into the Unit. Developer may also lease a Unit from a Co-owner to market nearby communities.

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

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease or otherwise agreeing to grant possession of a Condominium Unit to potential lessees or occupants of the Unit and at the same time shall supply the Association with a copy of the exact lease for its review for its compliance with the Condominium Documents. The Co-owner or Developer shall also provide the Association of Co-owners with a copy of the executed lease. If no lease is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to a Co-owner or Developer, the due dates of that rental and compensation, and the term of the proposed arrangement.

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

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

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

(ii) The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

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

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

- (i) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.
- (ii) Initiate proceedings pursuant to subsection (3)(iii).

**Section 3. Alterations and Modifications.** No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, including, without limitation, exterior painting or the erection of lights, antennas, flags, political signs, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards, home video monitoring equipment, or other exterior attachments or modifications. No Co-owner shall in any way disturb or restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Co-owners shall be responsible for the maintenance and repair of any modification or improvements permitted pursuant to this Section 3. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement and (except with respect to antennas referred to above) shall be obligated to execute a "Modification Agreement", if requested by the Association, as a condition for approval of such modification and/or improvement.

In order to prevent undue sound transmission between adjoining Units, the following special restrictions shall apply: (a) no loudspeakers are to be affixed on or placed adjacent to common walls, (b) all ceiling fans and insulation installed therewith must be of equal or greater quality to that originally installed by the Developer, (c) no stereos are to be affixed and placed adjacent to common walls, and (d) any other sound condition measures that may be adopted by the Association from time to time.

Satellite dish and antennae may not be mounted or placed on any General Common Element. Notwithstanding the foregoing restriction, the following three (3) types and sizes of antennas may be installed in the Unit or on Limited Common Element area for which the Co-owner has direct or indirect ownership and exclusive use or control, subject to the provisions of this Section and any written rules and regulations promulgated by the Board of Directors of the Association: (1) Direct broadcast satellite antennas ("Satellite Dishes") one meter or less in diameter; (2) Television broadcast antennas of any size; and (3) Multi-point distribution service antennas (sometimes called wireless cable or MDS antennas) one meter or less in diameter. The rules and regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas shall not impair reception of an acceptable quality signal, unreasonably prevent or delay installation, maintenance or use of an antenna, or unreasonably increase the cost of installing, maintaining or using an antenna. Such rules and regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antenna. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein. Antenna masts, if any, may be no higher than necessary to receive acceptable quality signals, and may not extend more than twelve (12) feet above the roofline without pre-approval, due to safety concerns. A Co-owner desiring to install an antenna must notify the Association prior to installation by submitting a notice in the form prescribed by the Association. If the proposed installation complies with this Section 3 and all rules and regulations regarding installation and placement of antennas, installation may begin immediately. If the installation will not comply, or is in any way not routine in accordance with this Section 3 and the rules and regulations, then the Board of Directors and Co-owner shall meet promptly and within seven (7) days, if possible, after receipt of the notice by the Board of Directors to discuss the installation. This Section is intended to comply with the rules governing antennas adopted by the Federal Communications Commission ("FCC") effective October 14, 1996, as amended, and is subject to review and revision to conform to any changes in the FCC rules.

**Section 4. Activities.** No unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. Barbecues and grills shall be used in a manner so that the smoke is not offensive to, or otherwise creates a nuisance for, any other Co-owner and must be used in compliance with the 2012 National Fire Code (and any future amendment of the National Fire Code) which, among other things, prohibits the operation of a grill on combustible balconies or within 10 feet of combustible construction. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of (but not the maintenance of) firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

**Section 5. Pets.** No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements, Limited or General, and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General, including without limitation on the balconies. No savage or dangerous animal shall be kept and any Co-owner who

causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No pet shall be permitted to be tethered on the Common Elements. No dog whose bark can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements, Limited or General. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations.

**Section 6. Aesthetics.** The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in the Architectural Policies and Procedures or other duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch, balcony or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash and recycling receptacles shall be maintained in garages at all times and shall not be permitted to remain elsewhere on the Common Elements except in designated areas for such short periods of time as may be reasonably necessary to permit periodic collection of trash and recyclables, and shall be returned to garages no later than 12 hours after the scheduled trash collection. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All portions of window treatments, including, but not limited to, blinds, drapes, curtains, shutters, wood window treatments, etc., visible from the exterior of any Unit shall have a backing with material which is white, off-white, black or dark in nature excluding all patterns. Clear leaded glass window treatments shall be allowed. "Sun catchers" are excluded. Reflective or colored film on windows is prohibited except as provided in duly adopted rules and regulations of the Association. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Notwithstanding anything herein to the contrary, each Co-owner may store personal property owned by that Co-owner or those residing with that Co-owner in the Limited Common Element parking spaces in each garage appurtenant to that Co-owner's Unit, provided that (i) storage of any items of personalty for commercial or industrial purposes or business uses is prohibited; (ii) storage of any item of personalty which would violate any building, health, safety or fire code or ordinance, or cause the insurance premiums for the Unit or the Condominium to increase is prohibited; and (iii) such storage shall remain subject to all other restrictions contained herein, including the garage door closure provision hereof.

**Section 7. Vehicles.** No house trailers, commercial vehicles, boat trailers, boats, personal watercrafts, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks, which shall include without limitation pick-up trucks with snow blades affixed or with a company name on the outside of the truck, shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his car(s) in the garage space provided therefor and shall park any additional car which he owns in the Limited Common Element driveway apron immediately adjacent to the Co-owner's garage space, to the extent a driveway apron is provided for use by the Co-owner's Unit and the driveway apron is large enough for parking of a car without the car extending over a General Common Element and/or the street. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Use of motorized vehicles anywhere on the Condominium Premises, other than on the drives or streets, is absolutely prohibited; provided, however, the Developer shall have the right to maintain and use a golf cart anywhere on the Premises during the Construction and Sales Period. Overnight parking on any of the streets in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time or, with respect to the dedicated rights-of-way, as may be permitted by village and/or township ordinance. Notwithstanding the foregoing, Co-owners shall be entitled occasionally, but not more frequent than once per month, to park a motor home or trailer in the Co-owner's Limited Common Element driveway apron 24 hours before and after its use, for loading and unloading only, without obtaining the prior approval of the Association provided there is adequate space to park the motor home or trailer without extending over a General Common Element and/or the street. General Common Element guest parking spaces, if any, are not for the use of Co-owners, and over-night parking in the guest parking spaces is limited to guest use for no more than three (3) nights in a given month. The Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and may also enable private towing of improperly parked vehicles to off-premises locations, all without any liability on the part of the Association to the owners or user of any such improperly parked vehicles.

**Section 8. Advertising.** No signs or other advertising devices, including without limitation balloons and banners, of any kind shall be displayed at any of the entrances to the Project, adjacent to Units, or be visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs and political signs, without the written permission from the Association and, during the Construction and Sales Period, from the Developer.

**Section 9. Rules and Regulations.** It is intended that the Architectural Policies and Procedures or other rules and regulations as may be adopted by the Board of Directors of the Association from time to time will reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws and other applicable laws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners after adoption; provided, however, that any rules and regulations, and amendments thereto duly adopted shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the rules and regulations.

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

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

**Section 12. Common Element Maintenance.** Sidewalks, yards, landscaped areas, driveways, roads, and parking areas shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. Use of recreational facilities, if any, in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted rules and regulations.

**Section 13. Co-owner Maintenance.** Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical, satellite and cable connections, or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees. To the extent any such damages or costs are covered by insurance carried by the Association, the responsible Co-owner shall bear the expense of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

**Section 14. Reserved Rights of Developer.**

(a) **Prior Approval by Developer.** During the Construction and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and

specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

**(b) Developer's Rights in Furtherance of Construction and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained in the Condominium Documents or elsewhere, Developer shall have the right to maintain a sales office, sales trailer, a business office, two (2) sales trailers for marketing and/or construction purposes, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. It may continue to do so during the entire Construction and Sales Period and may continue to do so even after the conclusion of the Construction and Sales Period and for so long as Developer continues to construct or owns or holds title or an option or other enforceable interest in land for development as condominiums within five miles from the perimeter of the Condominium Project. Developer shall also have the right to maintain or conduct on the Condominium Premises any type of promotional activity it desires, including the erection of any and all kinds of temporary facilities relative to the marketing, promotion of the Project.

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



(d) **Developer's Right to Maintain Signs.** The Developer reserves the right, until the termination of the Project, to maintain a sign(s) on the Condominium Premises that reflects the name of the Project and identifies the involvement of the Developer, and/or any one of the Developer's affiliates, in the development of the Project.

**Section 15. No Warranty on Existing Trees and Vegetation.** THE DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY NATIVE TREES OR VEGETATION WITHIN THE CONDOMINIUM PROJECT. ALSO, VEGETATION AND TREES NATIVE TO THE SITE ARE BEING DELIVERED TO THE CO-OWNERS IN AN "AS IS" AND "WHERE IS" CONDITION. THE DEVELOPER SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO ANY CO-OWNER, THE ASSOCIATION, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, WITH RESPECT TO ANY NATIVE TREES OR NATIVE VEGETATION WITHIN THE CONDOMINIUM PROJECT WHICH DIES OR SUFFERS DAMAGE DURING THE CONSTRUCTION AND SALES PERIOD. THE COST OF REMOVAL AND REPLACEMENT (IF DESIRABLE OR NECESSARY) SHALL BE: (A) THE RESPONSIBILITY OF THE CO-OWNER IF THE TREE OR VEGETATION IS WITHIN LIMITED COMMON ELEMENTS OR (B) THE RESPONSIBILITY OF THE ASSOCIATION IF IT IS LOCATED ON A GENERAL COMMON ELEMENT. THE DEVELOPER SHALL NOT BE RESPONSIBLE FOR THE DEATH, DAMAGE TO OR THE DESTRUCTION OF ANY TREE, SHRUB OR PLANT GROWTH WHICH IS NATIVE TO THE CONDOMINIUM PROJECT SITE DUE TO THE DEVELOPER'S ACTIVITIES RELATED TO THE CONSTRUCTION AND DEVELOPMENT OF THE CONDOMINIUM PROJECT. THE DEVELOPER MAKES NO WARRANTIES WITH RESPECT TO EXISTING TREES, SHRUBS AND PLANT GROWTH.

**Section 16. Disposition of Interest in Unit by Sale or Lease.** No Co-owner may dispose of a Unit in the Condominium, or any interest therein, by a sale or lease without complying with the following terms or conditions:

(a) **Notice to Association: Co-owner to Provide Condominium Documents to Purchaser or Tenant.** A Co-owner intending to make a sale or lease of a Unit in the Condominium, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. Prior to the sale or lease of a Unit, the selling or leasing Co-owner shall provide a copy of the Condominium Master Deed (including Exhibits "A" and "B" thereto) and any amendments to the Master Deed, the Articles of Incorporation and any amendment thereto, and the rules and regulations, as amended, if any, to the proposed purchaser or lessee. In the event a Co-owner shall fail to notify the Association of the proposed sale or lease or in the event a Co-owner shall fail to provide the prospective purchaser or lessee with a copy of the Master Deed and other documents referred to above, such Co-owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser or lessee with the terms, provisions and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his obligations to comply with the provisions of the Condominium Documents.

(b) **Developer and Mortgagees not Subject to Section.** The Developer shall not be subject to this Section in the sale or, except to the extent provided in the Article VI, Section 2(b), the lease of any Unit in the Condominium which it owns, nor shall the holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided

in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, be subject to the provisions of this Section 16.

**Section 17. General.** The purpose of this Article VI is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon all Co-owners. The Developer may, in its sole discretion, waive any part of the restrictions set forth in this Article VI due to natural or aesthetic considerations or other circumstances which the Developer deems compelling. Any such waiver must be in writing and shall be limited to the Unit to which it pertains and shall not constitute a waiver as to enforcement of the restrictions as to any other Unit. Developer's rights under this Article VI may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

**Section 18. Department of Veterans Affairs Financing.** To the extent that any provision set forth in the Master Deed or these Bylaws regarding leasing or a right of first refusal is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing"), such provision shall not apply to any Unit that is:

- (i) encumbered by DVA Financing or,
- (ii) owned by the Department of Veterans Affairs.

**ARTICLE VII**

**MORTGAGES**

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

**Section 2. Insurance.** The Association, if required by the mortgagee, shall notify each mortgagee appearing in the book entitled "Mortgages of Units" of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage. In addition, the Association shall give each mortgagee, mortgage insurer and the guarantor of any mortgage on any Unit in the Condominium a timely written notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association.

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

**Section 4. Notification of Foreclosure.** The mortgagee of a first mortgage on a Unit shall give notice of foreclosure to the Association pursuant to Section 108(9) of the Act.

**ARTICLE VIII**

**VOTING**

**Section 1. Vote.** Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned equal to the value set forth in Article V of the Master Deed. In the event of a tie vote, the President of the Association shall be entitled to cast the tie breaking vote.

**Section 2. Eligibility to Vote.** No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he or she has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns. If, however, the Developer elects to designate a Director pursuant to its rights under Article XI, Section 2(c)(i) or (ii) hereof, it shall not then be entitled to also vote for the non-developer Director.

**Section 3. Designation of Voting Representative.** Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided. The Association shall maintain a certified list of all designated voting representatives listed by Unit numbers. Further, the Association shall produce the list of designated voting representatives at all meetings; post the list during meetings, including posting by electronic means if the meeting is conducted solely by remote communication.

**Section 4. Quorum.** The presence in person or by proxy of 35% of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote and the electronic vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. All Co-owners participating by remote communication shall be counted towards quorum.

**Section 5. Voting.** Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted. Proxies must be in writing signed by the designated voting representative and any written votes and any Co-owners intending to participate remotely, must file such vote or intention with the secretary of the Association at or before the appointed time of each meeting of the members of the Association.

**Section 6. Majority.** A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) or by electronic vote, at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives.

**ARTICLE IX**

**MEETINGS**

**Section 1. Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

**Section 2. First Annual Meeting.** The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% of the Units that may be created in the Condominium, determined with reference to the recorded Consolidating Master Deed, have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

**Section 3. Annual Meetings.** Annual meetings of members of the Association shall be held in May each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

**Section 4. Special Meetings.** It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by not less than 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

**Section 5. Notice of Meetings.** It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, or by electronic transmission, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

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

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

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

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

minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

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

**Section 11. Remote Communications.** Co-owners may participate in meetings of members of the Association by telephone conferencing or other remote communication provided that all members present at the meeting are advised of the means of remote communication and the following are met:

- (a) the identity of the person communicating remotely can be verified.
- (b) measures are in place so that the remote caller is able to participate in and hear the proceedings.
- (c) votes or action by means of remote communication are recorded.

If the person participating remotely could have voted at the original meeting, then voting remotely at any adjourned meeting is also possible.

**Section 12. Electronic Voting.** Electronic voting is permitted.

**ARTICLE X**

**ADVISORY COMMITTEE**

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least two non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. A chairperson for the Committee shall be selected by the members of the Committee. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

## ARTICLE XI

### BOARD OF DIRECTORS

**Section 1. Number and Qualification of Directors.** The Board of Directors shall be comprised of three members and all Directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

**Section 2. Election of Directors.**

(a) First Board of Directors. The first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. The Directors shall hold office until their successors are elected and hold their first meeting.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units that may be created, one of the Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% in number of the Units that may be created, two of the Directors shall be elected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the Developer shall notify the non-developer Co-owners so that Co-owners may elect the required Director. Upon certification by the Co-owners to the Developer of the Director so selected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated. Additional non-developer Co-owners may also be elected to the Board or removed therefrom at the Developer's pleasure.

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

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 Director as long as the Units that remain to be created and conveyed equal at least 10% of all Units that may be created in the Project. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are

owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

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

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

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

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

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

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.



- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association qualified to vote.
- (h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.
- (i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
- (j) To enforce the provisions of the Condominium Documents.

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

**Section 6. Vacancies.** Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate.

Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

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

**Section 8. First Meeting.** The first meeting of a newly elected Board of Directors shall be held within 20 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no further notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

**Section 9. Regular Meetings.** Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least 10 days prior to the date named for such meeting.

**Section 10. Special Meetings.** Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

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

**Section 12. Quorum.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in

the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum. All Directors participating by remote communication shall be counted towards quorum.

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

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

**Section 15. Civil Actions.** The Association has the authority to commence civil actions on behalf of the Co-owners subject to the prior approval of no less than sixty percent (60%) of the Co-owners; provided, however, the Board of Directors of the Association shall be permitted, acting upon a majority vote of the Board, to bring a civil action to enforce the following: (i) provisions of the Condominium Master Deed and Bylaws and (ii) payment of assessments against and from the Co-owners. All civil actions requiring the approval of the Co-owners shall first be reviewed by the Board of Directors to evaluate its merit. A special meeting of the Co-owners shall be held for the purpose of voting on whether or not to proceed with the litigation. A special assessment to fund any such litigation will also require the approval of no less than sixty percent (60%) of the Co-owners. Each member of the Association shall have the right to enforce the provisions of this Section 15.

**Section 16. Remote Communications.** Board of directors may participate in meetings of directors by telephone conferencing or other remote communication provided that all directors present at the meeting are advised of the means of remote communication and the following are met:

- (1) the identity of the person communicating remotely can be verified.
- (2) measures are in place so that the remote caller is able to participate in and hear the proceedings.
- (3) votes or action by means of remote communication are recorded.

If the person participating remotely could have voted at the original meeting, then voting remotely at any adjourned meeting is also possible.

**Section 17. Electronic Voting.** Electronic voting is permitted.

**ARTICLE XII  
OFFICERS**

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

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

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

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

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

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

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

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

### ARTICLE XIII

#### SEAL

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

## ARTICLE XIV

### FINANCE

**Section 1. Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the General Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. Except if opted out, as permitted by the Act, by a majority of the Co-owners on an annual basis by vote conducted in the manner provided in Article VIII above, the books, records, and financial statements shall be independently audited or reviewed by a certified public accountant, as defined in Section 720 of the Occupational Code, 1980 PA 299, as amended from time to time. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

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

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

## ARTICLE XV

### LIMITATION AND ASSUMPTION OF LIABILITY OF VOLUNTEERS; INDEMNIFICATION

**Section 1. Limitation of Liability of Volunteers.** No Director or officer of the Association who is a volunteer Director or volunteer officer (as these terms are defined in the Michigan Non-Profit Corporation Act) of the Association shall be personally liable to the Association or its members for monetary damages for any action taken or any failure to take any action as a volunteer Director or volunteer officer except for liability arising from: (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 of the Michigan Non-Profit Corporation Act; (d) An intentional criminal act; and, (e) A liability imposed under section 497(a) of the Michigan Non-Profit Corporation Act. If the Michigan Non-Profit Corporation Act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Michigan Non-Profit Corporation Act. No amendment

or repeal of this Section 1 shall apply to or have any effect on the liability of any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

**Section 2. Assumption of Liability of Volunteers.** The Association further assumes liability for all acts or omissions of a volunteer Director, volunteer officer or other volunteer 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; and (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 Michigan Public Acts of 1956.

**Section 3. Indemnification of Volunteers.** The Association shall also indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that the person is or was a volunteer Director, volunteer officer, or nondirector volunteer of the Association, against all expenses including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that the conduct was unlawful. In the event of any claim for indemnification hereunder based upon a settlement by the volunteer Director, volunteer officer, or nondirector volunteer seeking such indemnification, the indemnification herein shall apply only if the Board of Directors (with any Director seeking indemnification abstaining) approves such settlement and indemnification as being in the best interest of the corporation. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or expenses may be entitled under the Articles of Incorporation, the Bylaws, contractual agreement, or otherwise by law and shall continue as to a person who has ceased to be a volunteer Director or volunteer officer or nondirector volunteer of the corporation and shall inure to the benefit of the heirs, executors, and administrators of such person. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all members thereof. The Association shall maintain insurance coverage to cover indemnification payments made pursuant to this Article XV.

**ARTICLE XVI**

**AMENDMENTS**

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

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

**Section 3. Voting.** These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Unit Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless as otherwise provided in Section 90a of the Act. No amendment to these Bylaws prior to the expiration of the Construction and Sales Period may be adopted or implemented without the written consent of the Developer.

**Section 4. By Developer.** Prior to the expiration of the Construction and Sales Period, these Bylaws may be unilaterally amended by the Developer without approval from any other person so long as any such amendment does not materially and adversely alter or change the right of a Co-owner or mortgagee.

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

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

**ARTICLE XVII**

**COMPLIANCE**

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

**ARTICLE XVIII**

**DEFINITIONS**

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

**ARTICLE XIX**

**REMEDIES FOR DEFAULT**

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

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

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

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

**Section 4. Assessment of Fines.** The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violation in accordance with the provisions of Article XX of these Bylaws.

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

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

**Section 7. Enforcement of Provisions of Condominium Documents.** A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. In such a proceeding, the Association, if successful, shall recover the cost of the proceeding and reasonable attorney fees as determined by the court. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

**ARTICLE XX**

**ASSESSMENT OF FINES**

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



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

(a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the Notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws. The Co-owner shall have fourteen (14) days from delivery of the notice to correct the violation.

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice. The offending Co-owner may, at his option, elect to forego the appearance as provided herein by delivery of a written response to the Board.

(c) **Default.** Failure to respond to the Notice of Violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred and shall notify the Co-owner within ten (10) days of its decision. The Board's decision is final.

(e) **Subsequent Notices.** If a violation exists fourteen (14) days following the prior notice, then an additional notice requesting compliance within fourteen (14) days shall be delivered to the Co-owner in the same manner set forth in sub-paragraph (a) above.

**Section 3. Amounts.** Upon violation of any of the provisions of the Condominium Documents or after occurrence of the same violation within three (3) months of notice of the same violation, the following fines shall be levied:

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

(b) **Second Violation.** Fifty Dollars (\$50.00) fine.

(c) **Third Violation.** One Hundred Fifty Dollars (\$150.00) fine.

(d) **Fourth Violation and Subsequent Violations.** Two Hundred Fifty Dollars (\$250.00) fine.

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

**Section 5. Developer Exempt From Fines.** The Association shall not be entitled to assess fines against the Developer during the Construction and Sales Period for any alleged violations of the Condominium Documents but shall be remitted solely to its other legal remedies for redress of such alleged violations.

**ARTICLE XXI**

**RIGHTS RESERVED TO DEVELOPER**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

**ARTICLE XXII**

**SEVERABILITY**

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



**COUNCIL ACTION SUMMARY SHEET**

**MEETING DATE:** April 8, 2024  
**TOPIC** Peninsula Condominium Review

**BACKGROUND BRIEF:**

The condominium project is comprised of three detached single-family site condominium units proposed to be developed on a site that currently contains a single parcel. The Village Council has the final authority to approve all lot splits, including subdivisions and condominiums, after review by the Planning Commission. The Planning Commission approved the project on February 5, 2024.

**SUMMARY OF PREVIOUS COUNCIL ACTION:**

None.

**FINANCIAL IMPACT:**

The applicant is assuming all costs of the condominium development.

**RECOMMENDED MOTION:**

To approve the Peninsula Condominium development project as proposed and direct the applicant to record the necessary documents with the Oakland County Register of Deeds as soon as practicable.

# MCKENNA

March 15, 2024

Village Council  
 Village of Lake Orion  
 21 East Church Street  
 Lake Orion, MI 48362

**Subject: VLO-23-07, Peninsula of Lake Orion – Site Condominium**

Dear Councilmembers,

We have reviewed the above condominium subdivision request submitted by Mocerri (the “Applicant”) for conformance to the provisions of the Lake Orion Dividing and Partitioning of Land Ordinance (Code of Ordinances: Chapter 157) and the Zoning Ordinance.

Per section 157.24, the Village Council makes the final decision concerning any partitioning of land, including subdivisions and condominiums. The project site plan received approval from the Planning Commission on February 5, 2024.

We offer the following comments for your consideration:

**PROPOSAL**

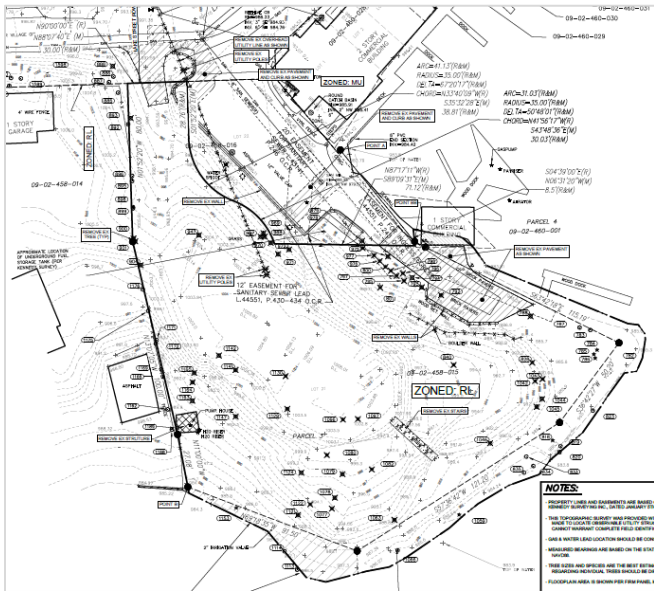
The proposed application is to partition land generally located at 160 Darling Drive, which consists of one parcel (09-02-458-015) and encompasses a total of 0.76 acres. The parcel is zoned for and will remain RL, Lake Single Family Residential. The resulting land configuration will result in three (3) site condominium lots. Lot 1 at 0.22 acres, Lot 2 at 0.17 acres, and Lot 3 at 0.22 acres.

The table below depicts the site’s surrounding land uses, future land uses, and current zoning districts.

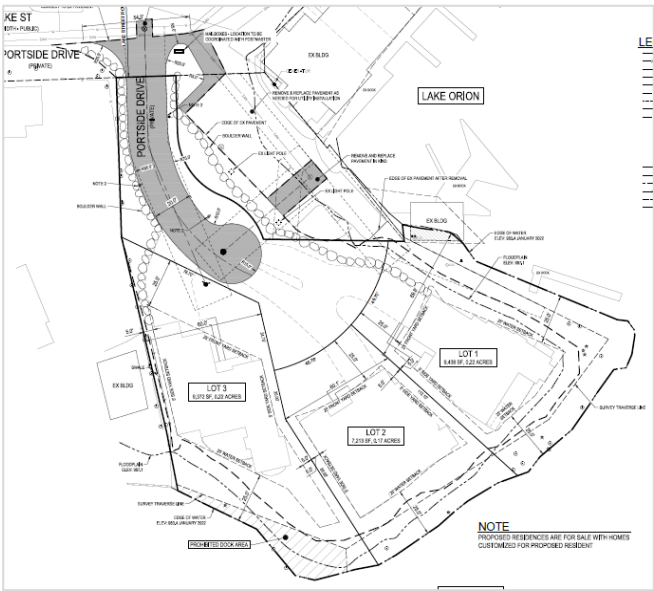
Location	Existing Land Use	Zoning District	Future Land Use
Site	Vacant/Unimproved	RL, Lake Single Family Residential	Lake Single Family Residential
North	Residential	RV, Village Single Family Residential	Village Single Family Residential
East	Commercial	RL, Lake Single Family Residential; MU, Mixed Use	Lake Single Family Residential, Corridor Commercial
South	Lake Orion (open water)	Public/private right-of-way	Public/private right-of-way
West	Residential	RL, Lake Single Family Residential	Village Single Family Residential

# Summary of the Proposed Configuration

**EXISTING**



**PROPOSED**



# Standards for Granting Approval

Per section 157.25, the following standards are the basis upon which applications for the division or partitioning of land are reviewed and approved:

**COMPLIANCE WITH STATE LAW**

An application shall not be approved unless it complies with the Subdivision Control Act, Public Act 288 of 1967, as amended. The Village may permit the dividing of lots, outlots, or other parcels of land into not more than 4 parts; however, any lot, outlot, or other parcel of land not served by public sewer and public water systems shall not be further divided if the resulting lots, outlots, or other parcels are less than the minimum width and area provided for in Section 186 of the Subdivision Control Act of 1967. A lot which is a part of a recorded plat may not be divided into more than 4 parts in perpetuity. An acreage parcel may be divided or partitioned as provided in Section 102(d) of the Subdivision Control Act of 1967.

**Complies.** *There are no additional state requirements beyond the requirements identified in this review.*

## LOT DIMENSIONAL REQUIREMENTS

All parcels created as a result of the application shall comply with the minimum lot dimensional requirements, including lot size and lot width, minimum yard setback requirements and lot coverage requirements of the current Zoning Ordinance, adopted in Chapter 158, except in the following circumstances:

- Where the proposed division or partitioning of land would reduce the degree of existing non-conformity with Zoning Ordinance standards; or
- Where the non-conforming parcel created as a result of the division or partitioning of land is intended to be combined with additional land for the purposes of creating a building site that conforms with the Zoning Ordinance requirements.

**Complies.** *In the RL District, the required minimum lot width is 60 feet, and the minimum lot area is 7,200 square feet. With the proposed subdivision of land, the resulting lots 1, 2, and 3 are conforming lots of record for the Village as they both meet (and exceed) the minimum required dimensional standards.*

## TAXES OR ASSESSMENT LIENS

Any due or unpaid taxes, special assessments upon the property, or any amounts due to the municipality relating to the land which is the subject of the application (such as, but not limited to, charges for water service, sanitary sewer service, and trash collection service), shall be paid before the division or partitioning of land is given final approval.

**Complies.**

## DEPTH TO WIDTH RATIO

Wherever possible, the depth-to-width ratio of a resulting parcel shall not exceed 3-to-1.

**Complies.** *Parcels 1, 2, and 3 do not exceed the 3-to-1 depth-to-width ratio.*

## DISRUPTION TO FLOW OF WATER

No application shall be approved if subsequent development would result in disruption to the existing or natural flow of water within drainage ditches, natural water courses, or government-maintained drains, unless evidence of a feasible alternate method of drainage is presented.

**Complies,** *subject to the approval of the Village Engineer.*

**CONSIDERATION OF DEED RESTRICTIONS**

The effect of proposed division or partitioning of land on deed restrictions shall be considered by the Village Manager, Planning Commission and Village Council in their review of the application. However, such deed restrictions shall not be binding upon the village under this subchapter.

*Not applicable.*

**CONSENT OF THE TITLE HOLDER**

No application shall be approved without the consent of the title or deed holder of the subject parcel.

*Complies.*

**CHARACTER OF SURROUNDING DEVELOPMENT**

In reviewing an application, the Village Manager, Planning Commission, and Village Council shall consider the impact of subsequent construction on the character of surrounding development. In evaluating character of surrounding development, the Village Manager, Planning Commission and Village Council shall consider the size, dimensions, and proportions of existing surrounding parcels.

*Complies. The Site Plan for this application was approved on February 5<sup>th</sup>, 2024.*

**PARKING REQUIREMENTS**

An application shall not be approved if it would result in a loss of parking such that development on any of the resulting parcels would be unable to comply with the minimum parking requirements in the Zoning Ordinance.

*Complies. There will be no loss of parking as a part of this project. Instead, the project will provide sufficient parking for the dwelling units via driveways and garages.*

**ACCESS**

An application shall not be approved unless all resulting parcels have direct frontage upon a paved public road or a private road. Accessibility to each newly created parcel must be directly from the public or private road and not by easement across another parcel or lot.

*Complies. All three lots will have access to a private road, "Portside Drive", which connects to Lake Street.*

**PUBLIC FACILITIES**

An application shall not be approved unless the resulting parcels are served by public facilities, including, but not limited to, water, sanitary sewer, and paved rights-of-way.

As a condition of approval, the Village Council may require the applicant to install public facilities in accordance with specifications established by the village, or to guarantee the installation of public facilities in the form of a cash performance bond or an irrevocable letter of credit running in the favor of the village, in the amount of the estimated cost of the installation of the public facilities, together with the estimated cost of the review by the Village Engineers of the applicant's proposed plans for the installation of the public facilities. The entire cost of installation of public facilities, including the cost of the Village Engineers review plans and inspection of

construction, shall be the responsibility of the applicant. In extraordinary situations, as determined by the Village Council, where properties cannot feasibly be served by public facilities, and the Village Council issues a waiver of the requirement of resulting parcels being served by public facilities, then the minimum width and area of resulting parcels as required in Section 186 of the Subdivision Control Act of 1967, as amended.

**Complies.**

**APPLICATION REQUIREMENTS**

Per Section 157.23, the following information shall be supplied with the application. The applicant has provided the Village with these documents or will provide such to the Oakland County Register of Deeds upon recordation; we defer to the Village for any additional information requested.

1. Three copies of a sealed 8 1/2" x 14" drawing prepared by a Registered Land Surveyor.
2. A legal description prepared by a Registered Land Surveyor of all parcels, permanent easements, or other areas that would result from the requested division or partitioning of land. The legal description shall be in a form sufficient for recording with the Oakland County Register of Deeds and shall indicate the area of all parcels in square feet and acres.
3. Copies of existing or proposed deed restrictions related to the proposed parcels.
4. If any portion of the land has been part of a previous application for division of land, the applicant shall submit the date(s) of such application(s) and action taken.

**RECOMMENDATION**

The proposed site condominium will result in three conforming lots of record for the Village.

*Therefore, it is recommended that the Village Council approve the proposed land reconfiguration for parcel 09-02-458-015, generally located on Lake Street, as depicted in the attached exhibit, which is in substantial compliance with the site plan approved by the Village Planning Commission on February 5, 2024.*

If you have any questions, please do not hesitate to contact us. Thank you.

Respectfully submitted,

**McKENNA**

  
 Gage Belko, AICP  
 Associate Planner

  
 Ashley E. Amey  
 Assistant Planner

**CC:** Village Clerk: Ms. Sonja Stout, 21 E. Church Street, Lake Orion, MI 48362 (stouts@lakeorion.org)



OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. \_\_\_\_\_  
EXHIBIT "B" TO THE MASTER DEED OF

# PENINSULA OF LAKE ORION CONDOMINIUM

VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN

DEVELOPER  
PENINSULA OF LAKE ORION LLC  
3005 UNIVERSITY DRIVE  
AUBURN HILLS, MICHIGAN 48326

ENGINEERS & SURVEYORS  
GIFFELS WEBSTER  
28 WEST ADAMS, SUITE 1200  
DETROIT, MICHIGAN 48226

ATTENTION: COUNTY REGISTER OF DEEDS  
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE  
ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS  
BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY  
SHOWN IN THE TITLE, SHEET 1, AND THE SURVEYOR'S  
CERTIFICATE SHEET 2.

SHEET INDEX	
1	COVER SHEET
2	SURVEY PLAN
3	SITE PLAN
4	UTILITY & EASEMENT PLAN

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

### PROPERTY DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF SECTION 2, T-04-N, R-10-E, VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN, LOT 21 OF "AMENDED PLAT FOR LOTS 6, AND 9 THROUGH 19 OF DARLING'S RE-SUBDIVISION OF PART OF ANDREW'S ADDITION TO THE VILLAGE OF ORION", AS RECORDED IN LIBER 296, PAGES 25-27 OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 21 OF SAID AMENDED PLAT; THENCE THE FOLLOWING THREE COURSES BEING ALONG THE EASTERLY LINE OF SAID LOT 21; (1) S.01°52'20"E., 28.76 FEET; AND (2) ALONG A CURVE TO THE LEFT 41.13 FEET, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 67°20'17", AND A LONG CHORD BEARING OF S.35°32'28"E., 38.81 FEET; AND (3) ALONG A CURVE TO THE RIGHT 31.03 FEET, SAID CURVE HAVING RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 50°48'01", AND A LONG CHORD BEARING OF S.43°48'36"E., 30.03 FEET; THENCE S.89°09'31"E., 71.12 FEET ALONG THE SOUTH LINE OF LOT 22; THENCE N.06°31'20"W., 2.00 FEET TO A TRAVERSE POINT "BB" ON THE INTERMEDIATE TRAVERSE LINE AS PLATTED; THENCE CONTINUING N.06°31'20"W., 6.5 FEET MORE OR LESS TO THE WATER'S EDGE OF LAKE ORION; THENCE SOUTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY 430 FEET MORE OR LESS ALONG THE WATER'S EDGE OF LAKE ORION TO A POINT; THENCE N.11°00'00"W., 3.1 FEET MORE OR LESS TO TRAVERSE POINT "B" WHICH IS LOCATED THE FOLLOWING FOUR (4) COURSES ALONG THE INTERMEDIATE TRAVERSE LINE FROM THE AFORMENTIONED TRAVERSE POINT "BB"; (1) S.63°42'18"E., 115.19 FEET; AND (2) S.36°42'27"W., 50.20 FEET; AND (3) S.57°36'42"W., 121.20 FEET; AND (4) N.69°18'35"W., 91.50 FEET TO SAID TRAVERSE POINT "B"; THENCE THE FOLLOWING THREE COURSES BEING ALONG THE WEST LINE OF SAID LOT 21; (1) N.11°00'00"W., 27.08 FEET; AND (2) N.13°07'05"W., 100.00 FEET; AND (3) N.01°52'20"W., 80.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LAKE STREET (WIDTH VARIES); THENCE N.88°07'40"E., 30.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING AND CONTAINING 0.8 ACRE MORE OR LESS TO THE WATER'S EDGE.

**giffels webster**  
Engineers  
Surveyors  
Planners  
Landscape Architects  
Environmental Specialists  
28 West Adams  
Suite 1200  
Detroit, MI 48226  
p (313) 962-4442  
f (313) 962-5068  
www.giffelswebster.com

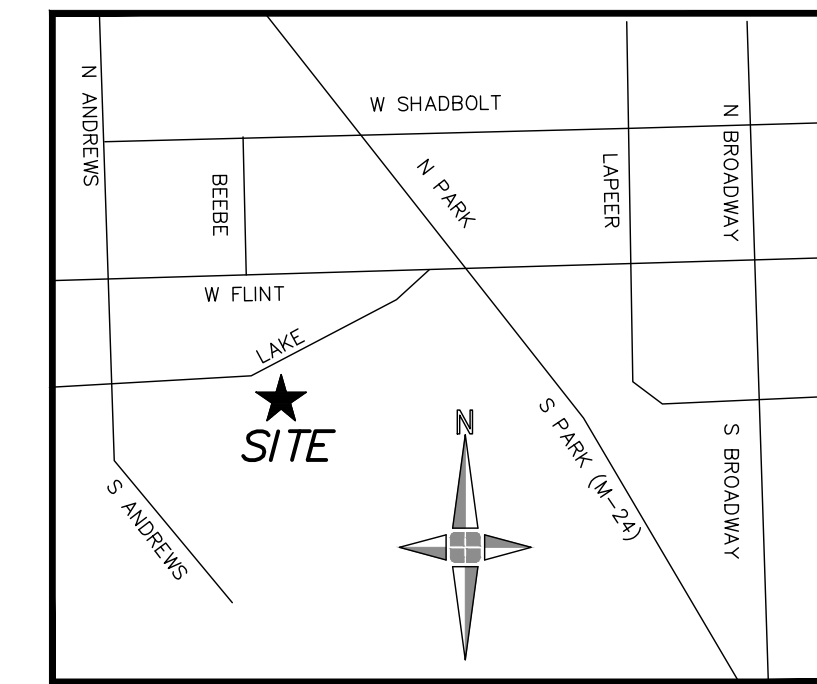
Executive: N.M.S.  
Manager: J.D.R.  
Designer: J.D.R.  
Quality Control: J.N.R.  
Section: 02  
T-04-N R-10-E

DATE	ISSUE

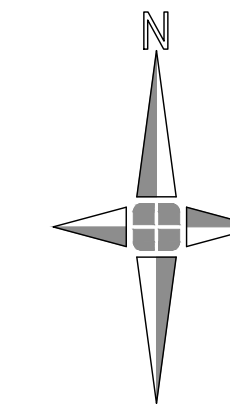


PROPOSED DATED 01/04/2024

Date: 01.04.2024  
Scale: NA  
Sheet: 1 of 4  
Project: 20107.35



LOCATION MAP  
(NOT TO SCALE)



**NOTES**

1. ADDITIONAL EASEMENTS MAY BE SHOWN ON AS-BUILT DRAWINGS.
2. MEASURED BEARINGS BASED ON MICHIGAN SOUTH STATE PLANE COORDINATE SYSTEM.
3. PART OF LOT 21 ENCUMBERED - NO DOCKS, HOISTS OR LAUNCHES SHALL BE INSTALLED AND NO BOATS OR WATER CRAFT SHALL BE MOORED CIRCUIT COURT CASE NO. 02-041781-CK LIBER 43141, PAGE 246, OAKLAND COUNTY RECORDS.

**FLOOD NOTE:**

THE PARCEL IS LOCATED WITHIN THE 100 YEAR FLOOD PLAIN. THE 100 YEAR FLOODPLAIN ELEVATION ON THIS PARCEL IS 987.1

**LEGEND**

- BENCHMARK
- DENOTES BOUNDARY COORDINATE POINT NUMBER
- INDICATES A FOUND MONUMENT
- INDICATES A SET MONUMENT WHICH IS ONE-HALF (1/2) INCH DIAMETER STEEL BAR THIRTY-SIX (36) INCHES LONG, ENCASED IN CONCRETE FOUR (4) INCHES IN DIAMETER.
- INDICATES A FOUND IRON
- MEASURED
- RECORD

**COORDINATES**

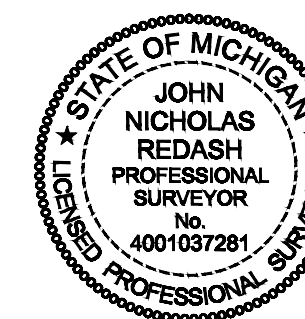
CO-ORD NO.	NORTH	EAST
1	469883.1251	13424689.7061
2	469884.1052	13424719.6900
3	469855.3606	13424720.6296
4	469823.7829	13424743.1881
5	469802.1153	13424763.9739
6	469801.0709	13424835.0862
7	469752.0309	13424938.1294
8	469711.7857	13424908.1234
9	469646.8664	13424805.7811
10	469679.1949	13424720.1825
11	469705.7773	13424715.0154
12	469803.1678	13424692.3197
13	469770.2006	13424761.5719
14	469736.3520	13424769.4323
15	469711.9996	13424775.0855
16	469651.8731	13424813.6740
17	469759.2526	13424808.2339
18	469694.2577	13424880.4912
19	469801.1893	13424827.0210
20	469803.0593	13424834.8587
21	469800.4641	13424835.5920
22	469800.3973	13424840.2461

**BENCHMARK**

VERTICAL DATUM: NAVD88

BENCH MARK NO. 1  
SET NAIL WITH GW TAG #85436 IN THE NORTH FACE OF UTILITY POLE LOCATED ±16 FEET SOUTH OF THE SOUTHWEST PROPERTY CORNER OF PARCEL NO. 09-02-457-011.  
ELEVATION=989.75'

BENCH MARK NO. 2  
SET NAIL WITH GW TAG #85435 IN THE NORTH FACE OF 10" WALNUT LOCATED ±20.5 FEET WEST OF THE SOUTHERN MOST PROPERTY CORNER OF PARCEL NO. 09-02-458-015.  
ELEVATION=987.66'



DATE

JOHN N. REDASH,  
P.S. NO. 4001037281  
GIFFELS WEBSTER  
28 WEST ADAMS, SUITE 1200  
DETROIT, MICHIGAN 48226

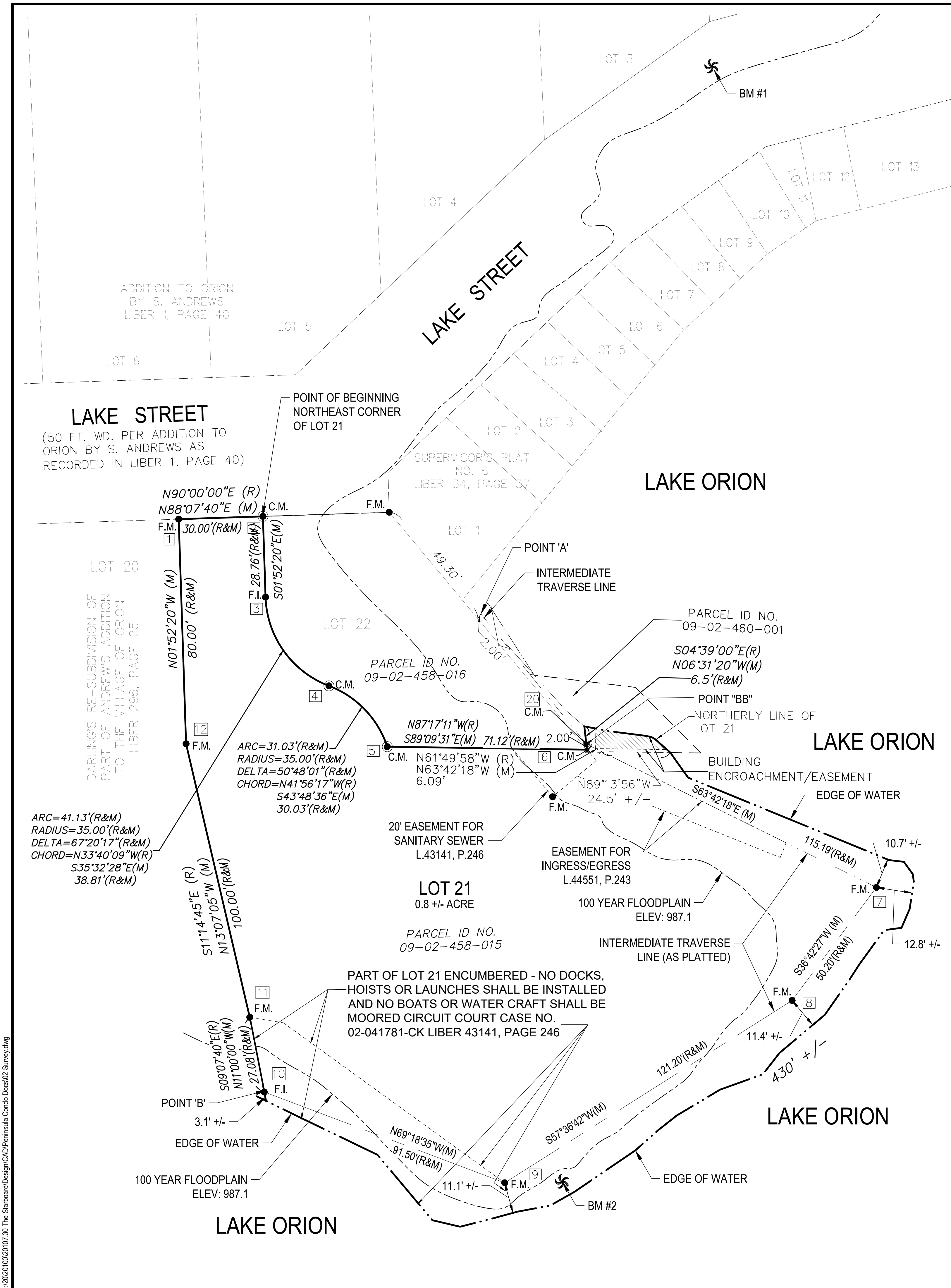
DATE	ISSUE

**SURVEY PLAN  
PENINSULA OF LAKE ORION**



PROPOSED DATED 01/04/2024

Date:	01.04.2024
Scale:	1" = 20'
Sheet:	2 of 4
Project:	20107.35

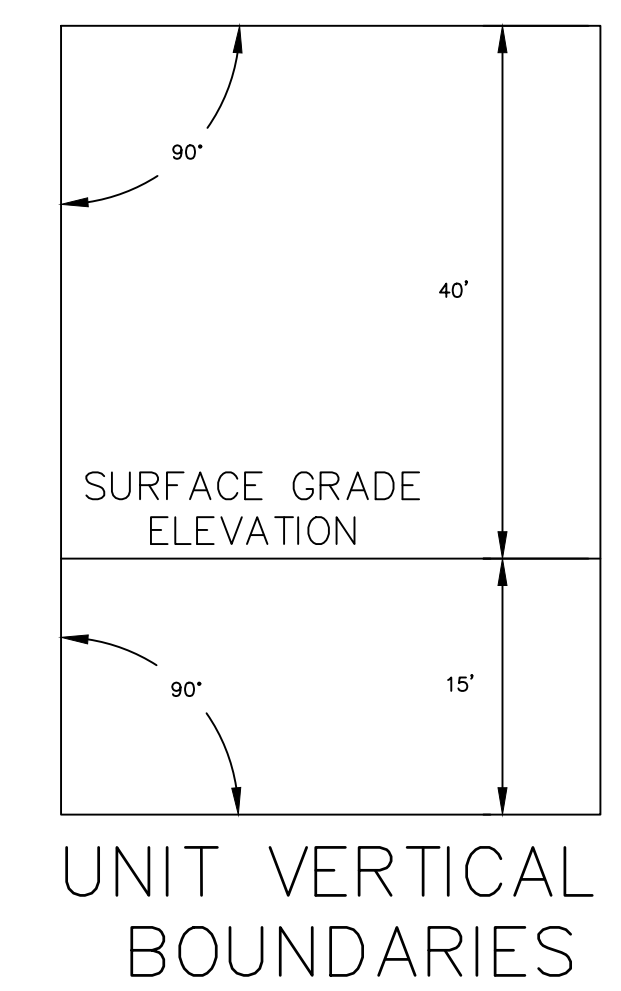


**NOTES**

1. ALL MAINS & TRUNKLINES FOR UTILITIES AND ROADS MUST BE BUILT. UTILITY SERVICE LEADS NEED NOT BE BUILT. ALL UNITS MUST BE BUILT.
2. THE GENERAL COMMON ELEMENT AND ALL UNSOLD UNITS ARE CONVERTIBLE AREAS PURSUANT TO ARTICLE VIII OF THE MASTER DEED.
3. 1/2" X 18" REBAR WILL BE SET AT ALL UNIT CORNERS.
4. FINAL FINISH FLOOR ELEVATIONS TO BE SHOWN ON THE AS-BUILT PLANS.
5. SEE SHEET 2 FOR COORDINATE LIST

**LEGEND**

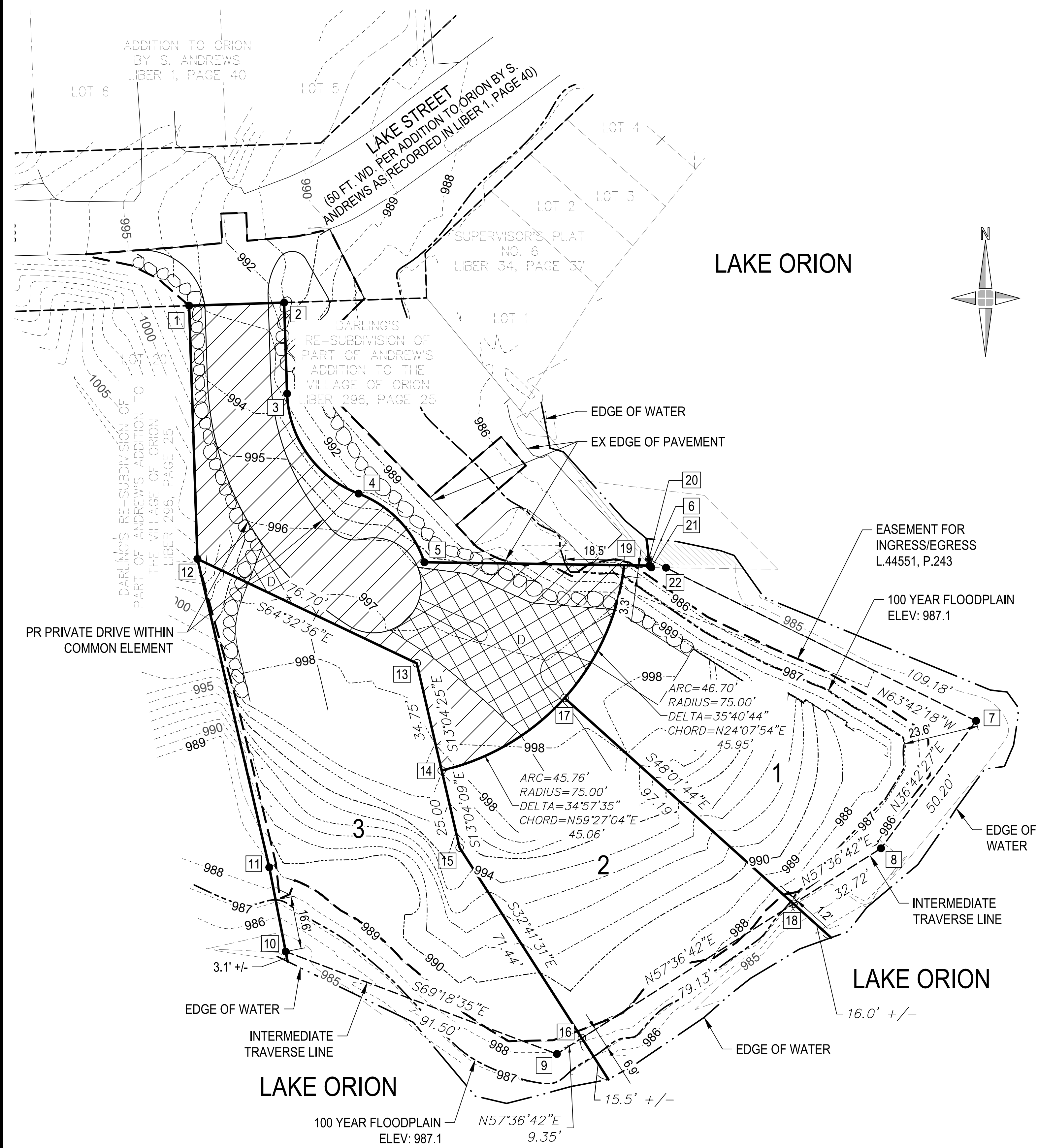
- 3 INDICATES UNIT NUMBER
- PR. DENOTES PROPOSED
- EX. DENOTES EXISTING
- (N) DENOTES CURVE NUMBER
- 100 DENOTES COORDINATE POINT
- x DENOTES DEFLECTION POINT
- INDICATES A CONCRETE MONUMENT
- o INDICATES SET IRON
- D DRIVEWAY (LIMITED COMMON ELEMENT)
- [Diagonal Hatching] GENERAL COMMON ELEMENT
- [Cross Hatching] LIMITED COMMON ELEMENT
- [Solid Black] LIMITS OF UNIT OWNERSHIP
- EDGE OF WATER LINE
- - - 100 YEAR FLOODPLAIN



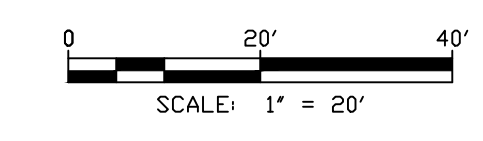
**ELEVATIONS & AREA**

UNIT NUMBER	SURFACE GRADE ELEVATION	UNIT AREA
1	999.50	9438
2	999.50	7213
3	999.00	9372

- NOTES**
1. SURFACE GRADE ELEVATION IS TO THE BRICK LEDGE.
  2. UNIT AREA IS IN SQUARE FEET.



**SITE PLAN  
 PENINSULA OF LAKE ORION**



PROPOSED DATED 01/04/2024

DATE	ISSUE

Date:	01.04.2024
Scale:	1" = 20'
Sheet:	3 of 4
Project:	20107.35

DATE:	ISSUE:

Date:	01.04.2024
Scale:	1" = 20'
Sheet:	4 of 4
Project:	20107.35

**NOTES**

- ELECTRIC BY DTE ENERGY COMPANY, NATURAL GAS SERVICE BY DTE/MICHCON, AND TELEPHONE SERVICE BY AT&T AND WILL BE SHOWN ON AS-BUILT PLANS.
- SERVICE LINES AND APPLICABLE METERS FOR GAS, ELECTRIC, AND TELEPHONE WILL BE SHOWN ON AS-BUILT DRAWINGS.
- SANITARY SEWER AND WATER MAIN INFORMATION FROM PLANS PREPARED BY GIFFELS WEBSTER AND THE VILLAGE OF LAKE ORION.
- GAS, ELECTRIC, AND TELEPHONE INFORMATION FROM UTILITY OWNER INFORMATION.
- ALL MAINS & TRUNKLINES FOR UTILITIES AND ROADS MUST BE BUILT. UTILITY SERVICE LEADS NEED NOT BE BUILT.

**EXISTING UTILITY LEGEND**

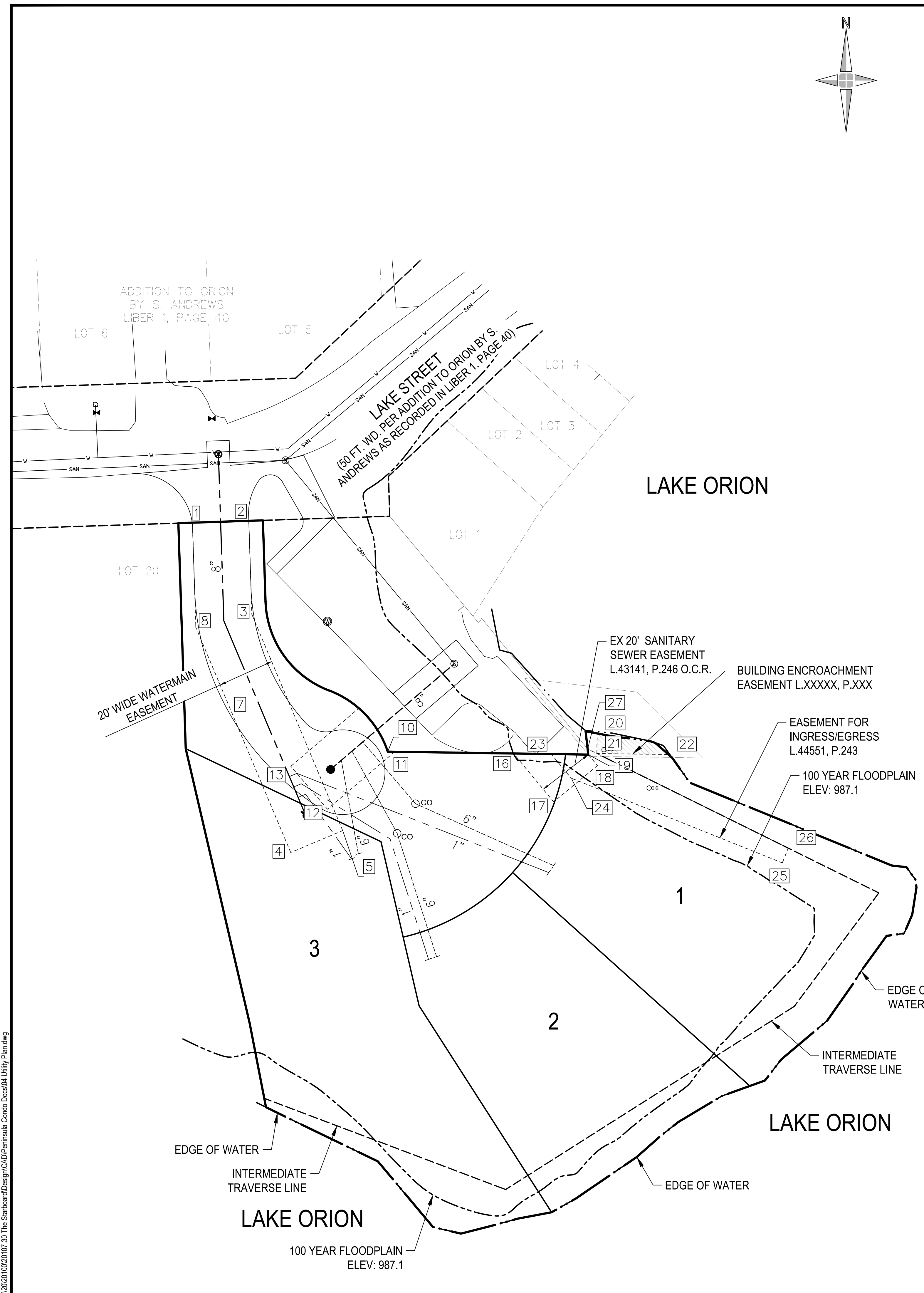
— SAN —	SANITARY SEWER
— W —	WATERMAIN
— STM —	STORM SEWER
— UGE —	UNDERGROUND ELECTRIC
— GAS —	GAS
— UGT —	UNDERGROUND TELEPHONE
— O —	OVERHEAD WIRES
— E —	EASEMENT
— · · · —	EDGE OF WATER LINE
— - - - -	100 YEAR FLOODPLAIN
⊙	SANITARY MANHOLE
⊗	GATE VALVE
⊕	HYDRANT
⊖	STORM MH
□	CATCH BASIN
⊕	ROUND CATCH BASIN
⊖	END SECTION
⊙	LIGHT POLE
⊙	UTILITY POLE
⊙	TELEPHONE RISER
⊙	TELEPHONE MANHOLE

**PROPOSED UTILITY LEGEND**

— · · · —	SANITARY SEWER
— - - - -	SANITARY LEAD
— · · · —	WATERMAIN
— - - - -	WATER SERVICE LEAD
— · · · —	EASEMENT
●	SANITARY MANHOLE
⊙	SANITARY CLEANOUT
⊗	GATE VALVE
⊕	HYDRANT
3	INDICATES UNIT NUMBER
100	DENOTES COORDINATE POINT
●	INDICATES A CONCRETE MONUMENT
○	INDICATES SET IRON

**EASEMENT COORDINATE POINT TABLE**

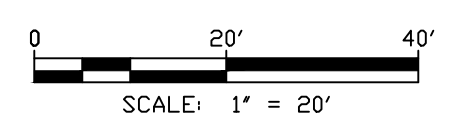
POINT #	NORTHING	EASTING
1	469883.29	13424694.70
2	469883.94	13424714.69
3	469850.79	13424715.78
4	469766.36	13424729.56
5	469774.12	13424748.00
7	469817.89	13424708.72
8	469846.16	13424695.92
10	469802.12	13424763.97
11	469802.08	13424766.44
12	469781.70	13424742.59
13	469796.91	13424729.60
16	469801.46	13424808.59
17	469784.30	13424822.82
18	469797.17	13424838.34
19	469801.07	13424835.09
20	469808.58	13424838.24
21	469801.44	13424838.13
22	469801.10	13424863.55
23	469801.26	13424821.91
24	469792.72	13424829.02
25	469762.68	13424903.90
26	469767.91	13424906.00
27	469803.06	13424834.86



H:\2020\10020107.35 The Starboard\Design\CAD\Peninsula\_Condo\_Docs\04 Utility\_Plan.dwg



**UTILITY & EASEMENT PLAN  
THE PENINSULA OF LAKE ORION**



PROPOSED DATED 01/04/2024

**MASTER DEED**

**PENINSULA OF LAKE ORION CONDOMINIUM**

**OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. \_\_\_\_\_**

This Master Deed is made and executed this \_\_\_\_ day of January, 2024 by PENINSULA OF LAKE ORION LLC, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 3005 University Drive, Auburn Hills, Michigan 48326.

**WITNESSETH:**

WHEREAS, Developer desires by recording this Master Deed, together with the Condominium Bylaws attached hereto as **Exhibit A** and the Condominium Subdivision Plan attached hereto as **Exhibit B** (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a condominium under the provisions of the Condominium Act of Michigan, as amended.

NOW, THEREFORE, upon the recording hereof, Developer establishes Peninsula of Lake Orion Condominium as a condominium under the Condominium Act of Michigan, as amended, and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators, and assigns.

**ARTICLE I.**  
**TITLE AND NATURE**

The Condominium shall be known as Peninsula of Lake Orion Condominium, Oakland County Condominium Subdivision Plan No. \_\_\_\_\_. The number, boundaries, and dimensions of each Site in the Condominium are set forth in the Condominium Subdivision Plan attached as **Exhibit B** hereto. Each Site is capable of individual use, having its own access to a public road directly or by means of the Common Element of the Condominium. Each Owner in the Condominium shall have an exclusive right to the Site owned and shall have undivided and inseparable rights to share with other Owners the Common Element of the Condominium as designated by the Master Deed. Owners shall have voting rights in Peninsula of Lake Orion

Condominium Association as set forth herein and in the Bylaws and Articles of Incorporation of such Association.

ARTICLE II.  
LEGAL DESCRIPTION

The land that comprises the Condominium established by this Master Deed in the Village of Lake Orion, Oakland County, Michigan, and described as follows:

LOT 21 OF AMENDED PLAT FOR LOTS 6, AND 9 THRU 19 OF "DARLING'S RE-SUBDIVISION OF PART OF ANDREW'S ADDITION TO THE VILLAGE OF ORION", ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 296 OF PLATS, PAGES 25, 26 AND 27 OF OAKLAND COUNTY RECORDS.

PARCEL IDENTIFICATION NUMBER: 09-02-458-015

ARTICLE III.  
DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and Bylaws of Peninsula of Lake Orion Condominium Association are defined as follows:

(a) The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.

(b) "Association" means the Michigan nonprofit corporation, Peninsula of Lake Orion Condominium Association, of which all Owners shall be members, which Association shall administer, operate, manage, and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(c) "Bylaws" means **Exhibit A** hereto, which are the Bylaws required for the Condominium and also the Bylaws required for the Association.

(d) "Common Element" means the portions of the Condominium other than the Condominium Sites.

(e) "Condominium" means Peninsula of Lake Orion Condominium, a condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements, and structures thereon, and all easements, rights, and appurtenances belonging to the Condominium.

(f) "Condominium Documents," wherever used, means and includes this Master Deed and the Exhibits hereto and the Articles of Incorporation of the Association.

(g) "Condominium Unit", "Site" or "Unit" means the area of land located within the boundaries of each Unit and the airspace located immediately above thereof, all of which is intended for separate ownership and use in the Condominium as described on **Exhibit B** hereto and all structures and improvements within such space.

(h) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as **Exhibit B**. The Plan assigns a number to each Condominium Site and includes a description of the nature, location, and area of the Common Element.

(i) "Co-owner" or "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. The terms Co-owner and Owner include land contract vendees and land contract vendors of Units. Developer is an Owner as long as Developer owns one or more Units.

(j) "Developer" means Peninsula of Lake Orion LLC, a Michigan limited liability company, its successors or assigns. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

(k) "General Common Element" means the Common Element other than the Limited Common Element.

(l) "Limited Common Element" means a portion of the Common Element reserved in this Master Deed for the exclusive use of fewer than all of the Owners.

(m) "Master Deed" means this document to which the Condominium Bylaws and Condominium Subdivision Plan are attached as exhibits.

(n) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

(o) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred (100%) percent. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

(p) "Person" means an individual, firm, corporation, partnership, association, trust, the state, or an agency of the state or other legal entity, or any combination thereof.

(q) "Residence" means a residential dwelling together with an attached garage constructed within the perimeter of a Unit in accordance with the architectural and building specifications and use restrictions set forth in this Master Deed.

(r) "Sales Period" means the period ending upon the Developer's conveyance of the last of the three (3) Units in the Condominium (excluding any conveyance of a Unit to a Successor Developer as defined in the Act).

(s) "Sanitary Sewer System Easement" means a perpetual and permanent easement in favor of the Sanitary Sewer System Easement Grantee for the purposes of developing, establishing, constructing, repairing, and maintaining the sanitary sewer system in the Condominium, and any related appurtenances, in any size, form, shape or capacity.

(t) "Sanitary Sewer System Easement Grantee" means, with respect to the grant of the Sanitary Sewer Easement, Village, as defined below, and Village's successors, assigns, and transferees.

(u) "Structure" means any Residence, building, driveway, parking area, structure, dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, in ground swimming pool, or any other improvement of a permanent or substantial nature constructed within the perimeter of a Unit.

(v) "Telecommunications System" means any and all cable television, telecommunication, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known), or any combination thereof, installed by or on behalf of Developer or pursuant to any grant of easement, or authority by Developer within the Condominium and serving more than one Unit.

(w) "Transitional Control Date" means the date on which the Board of Directors of the Association takes office pursuant to an election in which the votes that may be cast by eligible Owners unaffiliated with Developer exceed the votes that may be cast by Developer.

(x) "Village" means the Village of Lake Orion, Oakland County, Michigan, or any other successor to Village relative to the Property described in Article II of this Master Deed.

(y) "Water Supply System Easement" means a perpetual and permanent easement in favor of the Water Supply System Easement Grantee for the purposes of developing, establishing, constructing, repairing, maintaining the water supply system in the Condominium, and any related appurtenances, in any size, form, shape or capacity.

(z) "Water Supply System Easement Grantee" means, with respect to the grant of the Water Supply System Easement, Village, and Village's successors, assigns and transferees.

ARTICLE IV.  
COMMON ELEMENT

The Common Element of the Condominium described in **Exhibit B** attached hereto and the respective responsibilities for maintenance, decoration, repair, replacement, restoration, or renovation thereof are as follows:

(a) General Common Element: The General Common Element is:

A. The land described in Article II hereof, except to the extent any of the foregoing are designated herein or in the Plan as Units or Limited Common Element. The General Common Element that is owned in common by all Owners will be maintained by the Association.

B. All utility and drainage easements.

C. Such other elements of the Condominium not herein designated as Limited Common Element that is not enclosed within the boundaries of a Unit.



(b) Limited Common Element. The Limited Common Element is the area, if any, depicted on the Plan as Limited Common Element and is limited to the use of the Owners of the Units to which such Limited Common Element is assigned on the Plan. Developer has reserved the right to create additional Limited Common Element in Article VIII of this Master Deed.

(c) Association Responsibilities. The responsibility for the full cost of maintenance, decoration, repair, and replacement of the General Element shall be the sole responsibility of the Association, except where specific exceptions are stated in the Condominium Documents, and such costs shall be assessed to the Co-Owners in proportion to their respective Percentages of Value as provided in the Condominium Documents.

A. The Association shall maintain, repair, and replace the General Common Element of the Condominium in compliance with all applicable governmental laws, rules, regulations, orders, ordinances, and the provisions of the Condominium Documents and in a manner consistent with the standards of other first-class residential condominium developments of comparable size in Lake Orion Village, Michigan area. The Association may retain the services of a property management company to supervise, operate, manage, repair, replace, and maintain the Common Element.

B. The Association shall procure insurance as provided in the Bylaws insuring the Common Element. In the event of an insured casualty, the Association shall restore improvements to the extent of the insurance provided for such improvements as provided in the Bylaws.

C. The Association shall have the right temporarily to prevent access to the Common Element for a reasonable period of time for repairs, maintenance, or replacement of the Common Element, or as may be legally necessary, in the opinion of the Association's legal counsel, to prevent the acquisition of prescriptive rights by anyone.

D. The amount of all common expenses not specially assessed in accordance with the foregoing shall be assessed against the Units in proportion to the assigned Percentage of Value appertaining to each Unit as provided in Section 69(3) of the Act.

E. The Association shall have specific responsibility to maintain, repair, and replace the following items, and the costs for these items shall be considered expenses of administration:

(1) The General Common Element identified in **Exhibit B**, including all landscaped areas located therein.

(2) All sidewalks, driveways, roadways, retaining walls, and boundary fences, if any, within the boundaries of the General Common Element.

(3) Removal of snow and ice from the General Common Element, including any sidewalks located therein.

(4) The mailboxes and mailbox stands, if any, assigned to each Unit shall initially be installed by the Developer and may not be changed without prior written approval of the Developer before the Transitional Control Date and thereafter by the Association; provided that no change shall be made to any mailbox or mailbox stand in the absence of such approval as may be required by the United States Postal Service.

(5) Electric, gas, water, plumbing, sanitary, and telecommunication lines and equipment across the Common Element up to a Unit's boundary of ownership. Notwithstanding anything herein to the contrary, Village may maintain, repair, and replace the municipal water and municipal sanitary systems.

(6) Stormwater management charges assessed by the governmental authority against the Condominium, if any, unless such charges are contained in Unit water bills or otherwise charged against individual Units, in which case the charge shall be paid by each Co-Owner.

(7) Offsite Landscaping, as depicted on Exhibit B's Site Plan, shall be maintained in an aesthetically pleasing condition to beautify the entrance of the Condominium from Lake Street.

Notwithstanding anything herein to the contrary, the cost of repairing damage to a Common Element caused by an Owner, or family member or invitee of an Owner, shall be assessed against the Owner, but only if and to the extent such repairs are not covered by the Association's insurance. However, such Owner shall be responsible for paying the insurance policy's deductible, if any, where the damage results in a claim being submitted to the insurance provider.

(d) Co-Owner Responsibilities. Each Co-Owner of a Unit shall have the responsibility to maintain, repair, and replace all improvements, including Residence and their own structural improvements, if any, located within their Unit. It is anticipated that separate Residences will be constructed within the Units depicted on the Plan. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair, and replacement of the Residence and all other improvements within each Unit shall be borne by the Owner of the Unit which is served thereby. The Residences and other improvements within each Unit shall conform in all respects to the architectural and building specifications and use restrictions provided in the Bylaws, this Master Deed, the rules, and regulations, if any, of the Association, and applicable ordinances of the municipality in which the Unit is located. Notwithstanding the Association's general obligation to maintain the General Common Element, each Co-Owner shall maintain, repair, and replace the lawn and landscaping and any Unit driveway located within a Unit to the nearest edge of the General Common Element. Each Co-Owner shall bear the cost of water, sanitary sewer, electricity, gas, and telecommunications services furnished to such Co-Owner's Unit.

ARTICLE V.  
USE OF PREMISES

Each Unit shall be used only for residential purposes. All Residences, Structures, and other improvements constructed on the Unit shall comply with the terms, provisions, and conditions of this Master Deed and the Condominium Bylaws. No person shall use any Unit or the Common Element in any manner inconsistent with the purposes of the Condominium or in any manner that will interfere with or impair the rights of any other Owners in the use and enjoyment of the Condominium. Every Co-Owner and, as applicable, his guests, invitees, and tenants shall adhere to the Bylaws attached hereto as Exhibit A and the Rules and Regulations adopted from time to time pursuant to the Bylaws.

ARTICLE VI.  
CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE FOR EACH UNIT

The Condominium consists of three (3) residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as **Exhibit B**. Each Unit shall include all that space contained within the Unit boundaries as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. Each Unit's Percentage of Value shall be equal and shall be the number obtained by dividing 100 by the number of Units included in the Condominium. The Percentage of Value assigned to each Unit shall determine the Unit's proportionate share of expenses incurred by the Association and such Owner's voting percentage at meetings of the Association.

Each Unit's Percentage of Value is as follows:

- Unit 1.....33.33%;
- Unit 2.....33.33%; and
- Unit 3.....33.33%

ARTICLE VII.  
EASEMENTS, RESTRICTIONS, AND AGREEMENTS

The Condominium is subject to the following easements, restrictions, and agreements:

(a) Developer (on its behalf and on behalf of its successors) hereby reserves permanent easements for ingress and egress over the General Common Element in the Condominium and permanent easements to use, tap into, enlarge the driveway and/or utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps or sprinklers in the Condominium. These easements are for the benefit of the Units in the Condominium and of other land owned by Developer adjacent to or in the vicinity of the Condominium and shall run with the land in perpetuity. Developer has no financial obligation to support such easements.

(b) Developer reserves the right and power to grant easements over, or dedicate, portions of any of the Common Element for utility, drainage, safety, access, conservation, or construction purposes, and all persons acquiring any interest in the Condominium, including without limitation all Owners and mortgagees shall be deemed to have appointed Developer and its successors as agent and attorney in fact to make such easements or dedications. After certificates of occupancy are issued for 100% of the Units in the Condominium, the foregoing right and power may be exercised by the Association.

(c) Developer hereby reserves and declares a perpetual and permanent Water Supply System Easement in favor of the Water Supply System Easement Grantee, in over, under, and through the Common Element of the Condominium as shown on the Condominium Subdivision Plan and as actually constructed. The Water Supply System Easement may not be amended or revoked except with the written approval of the Water Supply System Easement Grantee. The Water Supply System Easement Grantee shall have the right to sell, assign, transfer, or convey the Water Supply System Easement to any other governmental unit. Developer and Unit Owners shall not build or convey to others any permission to build any permanent structures on the Water Supply System Easement nor build or place any type of structure, fixture, or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either impair or threaten to impair, obstruct, or adversely

affect the rights of the Water Supply System Easement Grantee under the Water Supply herein reserved and declared.

(d) Developer reserves and declares a perpetual and permanent Sanitary Sewer System Easement in favor of the Sanitary Sewer System Easement Grantee, in, over, under, and through the Common Element of the Condominium as shown on the Condominium Subdivision Plan and as actually constructed. The Sanitary Sewer System Easement may not be amended or revoked except with the written approval of the Sanitary Sewer System Easement Grantee. The Sanitary Sewer System Easement Grantee shall have the right to sell, assign, transfer, or convey the Sanitary Sewer System Easement to any governmental unit. Developer and Unit Owners shall not build or convey to others any permission to build any permanent structures on the Sanitary Sewer System Easement. Unit Owners shall not build any permanent structures on the Sanitary Sewer System Easement nor build or place any type of structure, fixture, or object, or engage in any activity or take any action, or convey any property interest or right that would in any way either impair or threaten to impair, obstruct, or adversely affect the rights of the Sanitary Sewer System Easement Grantee under the Sanitary Sewer System Easement herein reserved and declared.

(e) In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction, or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be permanent, non-exclusive easements to, through, and over those portions of the Units and the land, Residences and improvements contained therein for the installation, maintenance, and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone, and cable television lines.

(f) There shall be easements to and in favor of Developer, the Association, and its officers, directors, agents, and designees, in, on, and over all Units, for access to the Units and the exterior of each of the Residences and appurtenances within each Unit to conduct any activities authorized by this Master Deed and/or Bylaws.

(g) Developer, the Association, and all public and private utility companies shall have such easements over, under, across, and through the Condominium, including all Units and Common Element, as may be necessary to develop, construct, repair, market and operate any Units within the land described in Article II hereof and also access to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. There shall exist for the benefit of the Owners, Village, any emergency service agency, and other governmental units, an easement over the driveway area in the General Common Element for use by Village, the United States Postal Service, and emergency or other governmental service vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, mail delivery, fire, and police protection, ambulance and rescue services, and all other lawful governmental and private emergency services to the Condominium and all Owners. This grant of easement shall in no way be construed as a dedication of the General Common Element to the public.

(h) Easements for the construction, installation, and maintenance of public utilities as shown on the Plan. Within all of the foregoing easements, unless the necessary approvals are obtained from Village and any other appropriate municipal authority and except for the paving

necessary for each Residence's driveway, no Structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage in the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any Unit once established upon completion of construction of the Residence thereon. The surface area of any easement located in a Unit and all site improvements therein shall be maintained (in a presentable condition continuously) by the Unit Owner, except for those improvements for which a public authority or utility company is responsible, and the Unit Owner shall be liable for those damages it caused to service facilities and utilities thereon, including damage to electric, gas, and telephone distribution lines and facilities therein. Except as may be otherwise provided herein, each Unit Owner shall maintain the surface area of easements within the Owner's Unit, keeping such areas free of trash and debris.

(i) The architectural and building specifications and use restrictions set forth in Article VI of the Bylaws govern the development and use of each Unit in the Condominium along with the provisions of this Master Deed and the Condominium Subdivision Plan. All improvements made within any Unit, including the construction of a Residence and any other Structure, and the use and occupancy thereof, shall comply fully with the architectural and building specifications and use restrictions established by Article VI of the Bylaws. The terms, provisions, restrictions, and conditions of Article VI of the Bylaws are incorporated fully herein by this reference.

(j) The Association shall pay, and assess all Owners as an expense of administration, the charges assessed by the Village against the Condominium or Developer that are direct or indirectly attributable to the construction of a Residence or Structure on the Unit.

(k) The Condominium is currently subject to the following recorded easements and restrictions:

A. Easement in favor of the County of Oakland and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 4679, page 184.

B. Easement in favor of the County of Oakland and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 4679, page 185.

C. Terms and Conditions contained in Judgment for Vacation of part of Recorded Plat as disclosed by instrument recorded in Liber 43141, page 246. Order Amending Judgment recorded in Liber 44136, page 633.

D. Terms and Conditions contained in Declaration of Driveway Easement as disclosed by instrument recorded in Liber 44551, page 423. Affidavit of Scriveners Error recorded in Liber 58128, page 687.

E. Grant of Sewer Easement in favor of G. Scott Campbell and Catherine Campbell, his wife, and the Covenants, Conditions, and Restrictions contained in instrument recorded in Liber 44551, page 430.

F. Easement Agreement - to be recorded re: building encroachment.

G. Easement Agreement - to be recorded re: gap between driveway/Lot 22

H. Rights of the United States, State of Michigan, and the public for commerce, navigation, recreation, and fishery, in any portion of the land comprising the bed of Lake Orion, or land created by fill or artificial accretion.

I. The nature, extent, or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of Lake Orion.

ARTICLE VIII.  
AMENDMENTS

This Master Deed and any Exhibit hereto may be amended in the following manner:

(a) Pursuant to the terms of this Master Deed, amendments may be made and recorded by Developer after Transitional Control Date.

(b) If the amendment will materially change the rights of the Owners or Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Owners and Mortgagees of the Units (unless a greater majority is specified in the Condominium Bylaws). A Mortgagee shall have one vote for each mortgage held.

(c) Notwithstanding subparagraph (b) above, but subject to the limitation of subparagraph (d) below, during the Sales Period, Developer reserves the right to amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Owners or Mortgagees:

A. To modify and correct the locations, types, and sizes of unsold Units and the General and/or Limited Common Element adjoining or appurtenant to unsold Units;

B. To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

C. To correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Master Deed, Plan or Condominium Bylaws;

D. To clarify or explain the provisions of the Master Deed or its exhibits;

E. To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Site or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Site;

F. To make any other amendment expressly permitted by this Master Deed;

G. To make, define, revise, correct or limit easements affecting the Condominium;

H. To record an "as-built" Condominium Subdivision Plan and/or consolidating master deed; and

I. To comply with the requirements of any governmental agency; provided, however, that no such amendment may alter the size of any Site without the consent of the Owner and Mortgagee of the affected Site.

(d) Notwithstanding any other provision of this Article VIII, the method or formula used to determine the Percentages of Value for Sites in the Condominium, as described above, may not be modified without the consent of each affected Owner and Mortgagee. An Owner's Condominium Site dimensions or appurtenant Limited Common Element may not be modified without the Owner's consent. The Association may make no amendment which materially changes the rights of Developer without the written consent of Developer as long as Developer owns any Sites in the Condominium.

ARTICLE IX.  
ASSIGNMENT

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.

Remainder of Page Intentionally Left Blank.  
Signature Page Follows.

IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed the day and year first above written.

PENINSULA OF LAKE ORION, LLC,  
a Michigan limited liability company

By: Starboard Orion LLC, a Michigan limited liability company  
Its: Sole Member

By: \_\_\_\_\_  
Dominic F. Mocerì  
Its: Authorized Manager

STATE OF MICHIGAN            )  
                                          ) ss.  
COUNTY OF OAKLAND        )

The foregoing was acknowledged before me on November \_\_\_\_, 2023 by Dominic F. Mocerì, Manager of Starboard Orion LLC, a Michigan limited liability company, Sole Member of Peninsula of Lake Orion LLC, a Michigan limited liability company, on behalf of said company.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Michigan  
\_\_\_\_\_ Co. | Comm. Exp.: \_\_\_\_\_  
Acting in \_\_\_\_\_ County

DRAFTED BY AND WHEN RECORDED RETURN TO:  
John J. Premo, Esq.  
Kickham Hanley PLLC  
32121 Woodward Avenue, Suite 300  
Royal Oak, Michigan 48073  
248- 544-1500



**EXHIBIT A**  
**CONDOMINIUM BYLAWS**

**EXHIBIT B**  
**CONDOMINIUM SUBDIVISION PLAN**

**EXHIBIT A**

**PENINSULA OF LAKE ORION CONDOMINIUM**

**BYLAWS**

**ARTICLE I.  
ASSOCIATION OF OWNERS**

Peninsula of Lake Orion Condominium, a residential condominium located in Village of Lake Orion, Oakland County, Michigan, shall be administered by an Association of Owners which shall be a nonprofit corporation, herein referred to as the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Element, easements and affairs of the Condominium in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged, or transferred in any manner except as an appurtenance to the Owner's Site. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium available at reasonable hours to Owners, prospective purchasers, and prospective mortgagees of Sites in the Condominium. The Association, all Owners in the Condominium and all persons using or entering upon or acquiring any interest in any Site therein or the Common Element thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents. All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

**ARTICLE II.  
ASSESSMENTS**

The Association's levying of assessments against the Condominium Sites and collection of such assessments from the Owners in order to pay the expenses arising from the management, administration and operation of the Association shall be governed by the following provisions:

Section 1. Taxes Assessed on Personal Property Owned or Possessed in Common. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. Receipts and Expenditures Affecting Administration. Expenditures affecting the administration of the Condominium shall include all costs incurred in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium. Receipts affecting the administration of the Condominium shall include all sums received by the Association as proceeds of, or pursuant to, a policy of

insurance securing the interests of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium.

Section 3. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) The Annual Budget and Regular Annual Assessments. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Owner shall not affect or in any way diminish the liability of any Owner for any existing or future assessments. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular annual payments as set forth in Section 5 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget (excluding that portion of the budget allocated to the reserve fund itself) on a non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate, the Association should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The regular annual Association assessments provided in this Article II Section 3(a) shall be levied in the sole discretion of the Board of Directors.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Owners as hereinafter provided to meet other appropriate requirements of the Association. Special assessments referred to in this subparagraph (b) shall be levied only with the prior approval of a majority of Owners in number and in value. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 4. Apportionment of Assessments. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Owners to cover expenses of management, administration, and operation of the Condominium shall be apportioned among and paid by the Owners in accordance with the Percentage of Value assigned to each Site in Article VI of the Master Deed.

Section 5. Payment of Assessments and Penalty for Default. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable annually by Owners, commencing with acceptance of a deed to or a land contract vendee's interest in a Site, or with the acquisition of fee simple title to a Site by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Each assessment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of 7% per

annum until each assessment is paid in full. The Board of Directors may also adopt uniform late charges pursuant to Section 10 of Article VI of these Bylaws. Each Owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including interest, late charges and costs of collection and enforcement of payment) levied against the Site which may be levied while such Owner is the owner thereof, except a land contract purchaser from any Owner including the Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which, if applicable, such land contract seller actually takes possession of the Site following extinguishment of all rights of the land contract purchaser in the Site. Payments on account of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest and other charges for late payment on such assessments; and third, to installments in default in order of their due dates. An Owner selling a Site shall not be entitled to any refund whatsoever from the Association with respect to any reserve, account, or other asset of the Association.

Section 6. Effect of Waiver of Use or Abandonment of Site. An Owner's waiver of the use or enjoyment of any of the Common Elements or abandonment of the Owner's Site shall not exempt the Owner from liability for the Owner's contribution toward the expenses of administration.

Section 7. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. The Association may also discontinue the furnishing of any utilities or other services to an Owner in default upon seven (7) days' written notice to such Owner of its intention to do so. An Owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to and empowered to take possession of the Site (if the Site is not occupied by the Owner) and to lease the Site and collect and apply the rental therefrom. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the statutory lien that secures payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Owner and every other person who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or cause to be sold the Site with respect to which the assessment(s) is or are delinquent to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by Michigan law. The Association, acting on behalf of all Owners, may bid at the foreclosure sale, and acquire, hold, lease, mortgage, or convey the Site sold.

(c) Notice of Action. The Association may not commence proceedings to foreclose a lien for unpaid assessments without recording and serving a notice of lien in the following manner:

(i) The notice of lien shall set forth the legal description of the Condominium Site or Sites to which the lien attaches, the name of the Owner of record thereof, the amount due the Association as of the date of the notice, exclusive of interest, costs, attorneys' fees, and future assessments.

(ii) The notice of lien shall be in recordable form, executed by an authorized representative of the Association, and may contain such other information as the Association deems appropriate.

(iii) The notice of lien shall be recorded in the office of the register of deeds in the county in which the Condominium is situated and shall be served upon the delinquent Owner by first class mail, postage prepaid, addressed to the last known address of the Owner at least ten (10) days in advance of the commencement of the foreclosure proceedings.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, plus any late charges, shall be chargeable to the Owner in default and shall be secured by the lien on the Site.

Section 8. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, if the mortgagee of a first mortgage of record or other purchaser of a Condominium Site obtains title to the Condominium Site as a result of foreclosure of the first mortgage, such person, its successors and assigns, is not liable for the assessments by the Association chargeable to the Site which became due prior to the acquisition of title to the Site by such person and the expiration of the period of redemption from such foreclosure. The deficiency created as a result of such unpaid assessments may be absorbed by the Association in the Association's general operating budget or be dealt with in any other fashion that the Association's Board of Directors deems appropriate, including, but not limited to, treating the unpaid assessments as common expenses collectible from all of the Site Owners.

Section 9. Developer's Responsibility for Assessments. Notwithstanding any other provisions of the Condominium Documents to the contrary, the Developer shall not pay regular annual Association assessments for Unit(s) which are owned by the Developer so long as the Unit(s) are vacant and unoccupied, but the Developer shall at all times pay all expenses of maintaining the Unit(s) that it owns, including the improvements located thereon. Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim, or any similar or related costs.

Section 10. Unpaid Assessments Due on Site Sale; Statement of Unpaid Assessments. Upon the sale or conveyance of a Condominium Site, all unpaid assessments against the Condominium Site plus interest, late charges, fines, costs, and attorneys' fees shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision

thereof for taxes or special assessments due and unpaid on the Site and (b) payments due under first mortgages having priority thereto. A purchaser of a Condominium Site is entitled to a written statement from the Association setting forth the amount of unpaid assessments outstanding against the Site and the purchaser is not liable for any unpaid assessment in excess of the amount set forth in such written statement, nor shall the Site be subject to any lien for any amounts in excess of the amount set forth in the written statement. 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 to pay unpaid assessments against the Site at the closing of the Site purchase if such a statement was requested, shall be liable for any unpaid assessments against the Site together with interest, costs, and attorneys' fees incurred in connection with the collection thereof.

Section 11. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 12. Construction Liens. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

ARTICLE III.  
JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend, or settle claims on behalf of all Owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Owners and shall be governed by the requirements of this Article III. The requirements of this Article III will ensure that the Owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Owner shall have standing to sue to enforce the requirements of this Article III. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

Section 1. Board of Directors' Recommendation to Owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 2. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Owners of the date, time and place of the litigation evaluation meeting shall be sent to all Owners not less than

twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

(a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

(i) it is in the best interests of the Association to file a lawsuit;

(ii) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;

(iii) litigation is the only prudent, feasible and reasonable alternative;  
and

(iv) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information:

(i) the number of years the litigation attorney has practiced law; and

(ii) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county, and court in which each civil action was filed.

(c) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(d) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(e) The litigation attorney's proposed written fee agreement.

(f) The amount to be specially assessed against each Site in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Site basis, as required by Section 6 of this Article III.

Section 3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the



qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Owners with the written notice of the litigation evaluation meeting.

Section 4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Owners in the text of the Association's written notice to the Owners of the litigation evaluation meeting.

Section 5. Owner Vote Required. At the litigation evaluation meeting the Owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of sixty-six percent (66%) in number and in value of the Owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Section 1 through 10 of this Article III shall be paid by special assessment of the Owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

Section 7. Attorney's Written Report. During the course of any civil action authorized by the Owners pursuant to this Article III, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

(a) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").

(b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

- (c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
- (d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
- (e) Whether the originally estimated total cost of the civil action remains accurate.

Section 8. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- (a) the status of the litigation;
- (b) the status of settlement efforts, if any; and
- (c) the attorney's written report.

Section 9. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Owners, the Board of Directors shall call a special meeting of the Owners to review the status of the litigation, and to allow the Owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 10. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE IV.  
INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate given the nature of the Common Element of the Condominium, carry fire and extended coverage, vandalism and malicious mischief, and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use, and maintenance of the Common Element and such other insurance as the Board of Directors deems advisable. All such insurance shall be carried and administered in accordance with the following provisions:

- (a) Responsibilities of the Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Owners, and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Owners.

(b) Insurance of the Common Elements. All Common Elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the appropriate percentage of maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

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

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association and the Owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement, or reconstruction of the Condominium unless all of the institutional holders of first mortgages on Sites in the Condominium have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each Owner, by ownership of a Site in the Condominium, shall be deemed to appoint the Association as the Owner's true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Common Element, with such insurer as may, from time to time, be designated to provide such insurance for the Condominium. Without limitation on the generality of the foregoing, the Association as said attorney-in-fact shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds, and to distribute the same to the Association, the Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Owner and the Condominium as shall be necessary or convenient to the accomplish the foregoing.

Section 3. Responsibilities of Owners. Each Owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the Site owned together with the Residence and all other improvements therein, for the Owner's personal property located therein or thereon or elsewhere on the Condominium. All such insurance shall be carried by each Owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Owner also shall be obligated to obtain insurance coverage for personal liability for occurrences within the Site owned and improvements located therein. Each Owner's liability insurance policy shall name the Association as an additional named insured, as well as all Owners and their mortgagees as a group. Each Owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Owner hereunder. In the event of the failure of an Owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Owner and the premiums therefor shall constitute a lien against the Owner's Site which may be collected from the Owner in the same manner that Association assessments may be collected in accordance with Article II

hereof. Each Owner shall be responsible for obtaining any other personal insurance coverage that the Owner wishes to carry. Under no circumstances shall the Association have any obligation to obtain any of the insurance coverages described in this Section 3 or have any liability to any person for failure to do so.

Section 4. Waiver of Right of Subrogation. The Association and all Owners shall use their best efforts to obtain property and liability insurance containing the appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Owner or the Association.

ARTICLE V.  
RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium is damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) Common Elements. If the damaged property is a Common Element, the damaged property shall be rebuilt or repaired unless a determination to the contrary is made by all Owners and first mortgagees of Sites in the Condominium.

(b) Site or Improvements Therein. If the damaged property is a Site or any improvements therein, the Owner of such Site alone shall determine whether to rebuild or repair the damaged property, subject to the direction and determination of any mortgagee of such Site and the rights of any other person or entity having an interest in such property, and the Owner shall be solely responsible for any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Owner's Site and the improvements therein to a clean and sightly condition satisfactory to the Association as soon as reasonably possible following the occurrence of the damage. Owner shall at all times remain responsible for the payment of all assessments assessed against the Unit.

Section 2. Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Site unless the Owners unanimously decide otherwise.

Section 3. Association Responsibility for Repair and Reconstruction. Immediately after a casualty causing damage to property for which the Association has the responsibility of repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of the insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association or if, at any time during such reconstruction or repair or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessments shall be made against all Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation. Assessments pursuant to this Article V, Section 3 may be made by the Association without a vote of the Owners.

Section 4. Timely Reconstruction and Repair. Subject to Section 1(a) of this Article V, if damage to the Common Element adversely affects the appearance of the Condominium, the Association shall proceed with replacement of the damaged property without delay.

Section 5. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) The provisions of Section 133 of the Condominium Act of Michigan shall apply.

(b) In the event the Condominium continues after a taking by eminent domain, the remaining portion of the Condominium shall be re-surveyed and the Master Deed amended accordingly by the Association.

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

Section 6. Notices to Certain Mortgagees. In the event of substantial damage to or destruction of any Unit or any part of the Common Element involving a loss of more than \$10,000, the Association shall promptly notify each holder of a first mortgage lien on any Unit in the Condominium. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or in the event any mortgage is held by or insured by the United States Department of Housing and Urban Development ("HUD"), the Association shall give FHLMC and HUD written notice at such address as it may from time to time direct of any loss to or taking of the Common Element of the Condominium or any loss to or taking of any Site, or part thereof, if the loss or taking exceeds \$10,000 in amount.

Section 7. Priority of Mortgagees in Proceeds. Nothing contained in the Condominium Documents shall be construed to give an Owner or any other party priority over any rights of first mortgagees of Condominium Sites pursuant to their mortgages in the case of a distribution to Condominium Site owners of insurance proceeds or condemnation awards for losses to or taking of Condominium Sites and/or Common Element.

ARTICLE VI.  
RESTRICTIONS

Section 1. Uses Permitted. No Site shall be used for other than residential purposes and construction of Residences or other Structures therein in conformance with the Master Deed and these Bylaws. No Owner shall carry on any commercial activities anywhere on the premises of the Condominium. Notwithstanding the foregoing, Developer may conduct any of the activities expressly described in the Master Deed or its exhibits.

Section 2. Architectural Control.

(a) Purpose of Architectural Control. The Developer intends and desires that all Structures within the Condominium be architecturally harmonious and architecturally pleasing

and that the design and location of such Structures take into account the preservation of trees and the natural environment of the Condominium. In order to ensure that such goals are accomplished, the Developer shall, in its sole discretion, have the right to approve or disapprove the appearance, construction, materials, proposed location, design, specifications, and any other attribute of any Structure.

(b) Prior Approval of Proposed Structures. Except as otherwise expressly provided herein, the Developer shall have exclusive jurisdiction over the rights of approval and enforcement set forth in the Condominium Documents. A Site Owner may only construct, install, or place on a Site those Structures that have been approved in writing by the Developer in the manner set forth herein. Developer may construct or authorize any improvements on a Site that Developer in its sole discretion elects to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations in the Condominium Documents. Before constructing any Residence or making any exterior improvement, change, or elevation change upon any Site, an Owner shall receive the written approval of the Developer. No application for a building permit or application for any other governmental approval or construction shall be filed until written approval of the Developer is received. The Developer shall approve in advance the licensed residential builder engaged by the Owner to construct a Residence and any other improvements in the Owner's Site. The Developer may require that such builder or Owner furnish to the Association adequate security, in the Developer's sole discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the Residence and other improvements. No Structure may be erected, installed, or placed upon or in any Site unless the Owner of such Site has submitted the following documentation to the Developer, and the Developer has approved all of such documentation in writing:

(i) Survey. A topographic survey of the Site prepared and certified by a licensed engineer or architect showing existing and proposed grades, the location of all trees in excess of three (3) inches in diameter, and the proposed location of each Structure located or to be located upon the Site.

(ii) Architectural Plans. Construction and architectural plans prepared and certified by a licensed engineer or architect including dimensioned floor plans, typical sections, and all elevations for the Structure to be constructed upon or in the Site.

(iii) Specifications. Specifications for each Structure prepared and certified by a licensed architect or engineer setting forth the type and quality of all materials and workmanship and including a detailed completion schedule for all exterior materials, products, and finishes, with actual samples of all exterior materials.

(iv) Construction Schedule. A construction schedule specifying the commencement and completion dates of construction of the Structures, as well as such other dates as the Developer may specify for completion of stages of the Structures.

A Site Owner shall submit two (2) copies of the aforescribed documents to the Developer and the Developer shall retain one copy of each document for its records. The Developer shall have thirty (30) days after the receipt of all required plans and specifications to issue a written approval or denial. If the Developer fails to issue a written approval or denial of the plans and

specifications within the thirty (30) day period, then written approval will not be required and the plans and specifications submitted shall be deemed to comply with this Section.

(c) Assignment of Developer's Approval Rights. Developer's rights under this Article VI, Section 2 may, in Developer's sole discretion, be assigned to the Association or other successor to Developer. There shall be no surrender of this right prior to the issuance of certificates of occupancy of Residences in one hundred percent (100%) of the Sites in the Condominium, except in a written instrument in recordable form executed by Developer and specifically assigning to the Association or other successor(s) to Developer the rights of approval and enforcement set forth in this Section 2 of Article VI. From and after the date of such assignment or later expiration of Developer's exclusive powers, the Board of Directors of the Association shall exercise all such powers and Developer shall have no further responsibilities with respect to any matters of approval or enforcement set forth herein.

Section 3. Building Restrictions. Except as otherwise permitted herein, no Structure may be constructed, installed, or placed on a Site except for one detached Residence which shall not exceed the Zoning Ordinance height limitation of the municipality in which the Structure is located and which Residence shall include an attached two-car (2-car) garage and appropriate driveway and parking areas, subject further to the following restrictions:

(a) One (1) Residence shall be constructed on each Site in the Condominium and built in compliance with Village ordinances. Notwithstanding anything herein to the contrary, Residences, excluding basement areas, shall be comprised of maximum "livable floor areas" as follows:

(i) Unit 1: The Residence's first floor shall not exceed 1,858 square feet while the home's total livable floor area shall not exceed 3,838 square feet.

(ii) Unit 2: The Residence's first floor shall not exceed 2,292 square feet while the home's total livable floor area shall not exceed 3,703 square feet.

(iii) Unit 3: The Residence's first floor shall not exceed 1,914 square feet while the home's total livable floor area shall not exceed 3,176 square feet.

As used herein, "livable floor area" shall be calculated by measuring from internal wall to internal wall and shall exclude garages, patios, decks, open porches, terraces, basements, storage sheds, and like areas even if attached to the Residence. Livable floor area shall include, however, enclosed porches if the roof of the porch forms an integral part of the Residence. Developer reserves the right to increase the minimum livable floor area, subject to local ordinance, for all unbuilt Residences in the Condominium, if permissible.

(b) Site Boundary Lines. In no event shall a Structure be placed, erected, installed, or located on any Site nearer to the front, side, or rear Site boundary lines than is permitted at the time the Structure is installed by the local ordinances of the municipality in which the Site is located.

(c) Completion of Construction and Landscaping. The exterior of all Residences and other Structures must be completed as soon as practical after construction commences, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency, or natural calamities. All Sites

shall be sodded and appropriately landscaped within (90) days of occupancy. If, however, occupancy of the Residence occurs after October 1st, then the Site shall be sodded and appropriately landscaped by June 1st of the following year.

(d) Garages. All garages shall be attached to the Residence. Developer shall have the sole and exclusive authority to determine whether a proposed garage design is attached to the Residence.

(e) Driveway. All driveways shall be paved and shall be completed prior to occupancy if weather permits.

(f) Air Conditioners and Similar Equipment. No external air conditioning unit shall be placed in or attached to a window or wall in the front of any Residence. No external air conditioning unit shall be placed in or attached to any window or wall of any Residence without the prior written approval of the Board of Directors. All central air conditioning systems shall be located on a pad in a screened in area contiguous with the Residence it is servicing and, to the extent reasonably possible, all such equipment shall be located on the Site so as to minimize the negative impact thereof on any adjoining Site, in the terms of noise and appearance. In general, such equipment shall be located only in the rear yard (not in any side yard area), within five (5) feet of the rear wall of the Residence.

(g) Public Utilities. All public utilities such as water main, sanitary sewers, storm sewers, gas mains, electric and telephone local distribution lines, cable television lines, and all connections to same, either private or otherwise, shall be installed underground. However, above-ground transformers, pedestals, and other above-ground electric and telephone utility installations and distribution systems, and surface and off-site drainage channels and facilities, as well as street lighting stanchions, shall be permitted.

(h) Public Utility and Drainage Easement Areas. Easements for the construction, installation, and maintenance of public utilities and for drainage facilities are reserved as shown on the Plan. Within all of the foregoing easements, unless the necessary approvals are obtained from the appropriate municipal authority and except for the paving necessary for each Residence's driveway, no Structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct, or retard the flow or direction of water in and through drainage in the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the Owner in the finished grade of any Site once established by the builder upon completion of construction of the Residence thereon. The easement area of each Site and all improvements in it shall be continuously maintained in a presentable condition by the Site Owner, except for those improvements for which a public authority or utility company is responsible, and the Site Owner shall be liable for damage to service facilities and utilities thereon, including damage to electric, gas, and telephone distribution lines and facilities therein. Except as may be otherwise provided herein, each Site Owner shall maintain the surface area of easements within the Owner's Site free of weeds, trash, and debris.

Section 4. Activities. No noxious or offensive activity shall be performed upon any Site, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the other Sites or Site Owners. There shall not be maintained any



animals or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the reasonable enjoyment of other Sites in the Condominium. The Board of Directors of the Association shall be the final arbiter of whether a particular animal, device, or thing is in violation of the foregoing restrictions. No Owner shall do or permit anything to be done or keep or permit to be kept in the Owner's Site, Residence, or on the Common Element anything that will increase the rate of insurance on the Condominium, without the written approval of the Association, and each Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition, even if approved, which increased cost may be assessed to and collected from the Owner in the manner provided in Article II hereof.

Section 5. Animals or Pets. No animals or fowl (except household pets) shall be kept or maintained on any Site. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor, or unsanitary conditions. No savage or dangerous animals shall be kept. No animals may be permitted to run loose upon the Common Element, and any animal shall be attended to by a responsible person at all times while on the Common Element. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage, or liability that the Association may sustain as a result of the presence of such animal on the Condominium property.

Section 6. Aesthetics. The Common Element shall not be used for storage of supplies, materials, personal property, or trash or refuse of any kind, except as provided in the Master Deed or in duly adopted rules and regulations of the Association. All rubbish, trash, garbage, and other waste shall be regularly removed from each Site and shall not be allowed to accumulate therein. Trash receptacles shall at all times be maintained inside each individual garage and shall not be permitted to remain elsewhere except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. It shall be the responsibility of each Site Owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or ground on the Owner's Site which shall tend to substantially decrease the beauty of the Condominium as a whole or any specific area thereof. No lawn ornaments, sculptures, or statues shall be placed or permitted to remain on any Site without the prior written permission of the Board of Directors. No unsightly condition shall be maintained upon any courtyard, deck, patio, or porch and only furniture and equipment consistent with ordinary courtyard, deck, patio, or porch use shall be permitted to remain there during seasons when the same are reasonably in use and no furniture or equipment of any kind shall be stored on decks, patios, or porches during seasons when the same are not reasonably in use. The yard area within each Site and surrounding each Residence shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on or condition maintained by an Owner, either in a Site or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. Vehicles, Motorcycles and Snowmobiles. No trailers, boats, aircraft, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, jet skis, jet ski trailers or other recreational vehicles, or any other vehicles, other than passenger cars, passenger vans, pick-up trucks, and so-called "SUV"-type vehicles shall be parked or maintained on any Site unless in a suitable private attached garage. Motorcycles are allowed on the roads in the Condominium, but motorcycles and all other

motorized off-road vehicles are prohibited in all other General Common Element areas. Snowmobiles are prohibited in all General Common Element areas in the Condominium.

Section 8. Storage of SUV Vehicles. Storage of SUV vehicles outside of the attached garage is prohibited.

Section 9. Weapons. No Owner shall use or permit the use by any occupant, agent, employee, invitee, guest, or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, slingshots, or other similar weapons, projectiles, or devices anywhere on or about the Condominium, excepting personal and household defense in an emergency within a resident's home.

Section 10. Signs, Advertising, and Mailboxes. No commercial signs, including "for rent," "for sale," and other similar signs, shall be erected or maintained on any Site except with the written permission of the Board of Directors or except as may be required by legal proceedings. If such permission is granted, the Board of Directors reserves the right to restrict size, color, and content of such signs. All mailboxes, delivery receptacles, and the like shall be of a standard color, size, and style determined by the Board of Directors and shall be erected only in areas designated by the Board of Directors.

Section 11. Rules and Regulations. Reasonable regulations consistent with all laws and the Condominium Documents concerning the use of the Common Elements or the rights and responsibilities of the Owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations, and amendments thereto shall be furnished to all Owners or posted on a General Common Element. Any such regulation or amendment may be revoked at any time by the affirmative vote of a majority of the Owners.

Section 12. Landscaping; Organic Fertilizer. No Owner shall perform any landscaping or plant any trees, shrubs, or flowers or place any ornamental materials upon the Common Elements unless approved by the Board of Directors in writing or unless permitted by the Master Deed or the regulations of the Association. Owners shall only use organic fertilizers in landscaping and maintaining Sites. Non-organic fertilizers may not be used anywhere in the Condominium.

Section 13. Television Antenna and Similar Devices. No outside television antenna or other antenna, aerial, saucer, dish, or similar device shall be placed, constructed, altered, or maintained on any Site, unless the Board of Directors determines in its sole discretion that the absence of an outside antenna causes substantial hardship with respect to a particular Site.

Section 14. Dog Kennels and Similar Shelters. Dog kennels or runs or other enclosed shelters are expressly prohibited.

Section 15. Outbuildings and Other Structures. No Structure of a temporary character shall be placed upon any Site at any time. No temporary occupancy shall be permitted in an unfinished Residence. The use of a trailer for materials and supplies to be used by a builder in the construction of a Residence and which shall be removed from the premises upon enclosure of the Residence may be allowed with the written consent of the Board of

Directors which shall have the sole discretion to approve or disapprove same. No old or used buildings of any kind shall be brought onto any Site or in the Condominium. No accessory buildings shall be permitted on any Site. No mobile home, trailer, house, or camping trailer, tent, shack, tool storage shed, barn, tree house, or other similar outbuilding or Structure shall be placed on any Site at any time, either temporarily or permanently.

Section 16. Decks. Decks built on any Site shall not encroach into the rear yard setback area applicable to the Site, as such setback area is established by the Village. All proposed decks shall be approved by the Developer, as provided in Section 2 of Article VI, to ensure, among other things, that no such rear yard encroachments occur. All decks must be attached to their respective Residence.

Section 17. Swimming Pools. No above-ground swimming pools shall be erected or maintained on or in any Site. No swimming pool shall be erected or maintained on or in any Site without the prior written approval of the Board of Directors. All permitted swimming pools must be approved by the Board of Directors as to size, location, materials, and type of construction, including the design of any fencing required by the Village. The maximum height and linear footage of any fencing permitted by this Section shall not exceed the minimum allowed by the Village. Chain-link fences of any kind or nature to fence a swimming pool are expressly prohibited.

Section 18. Fences. No fence or wall of any kind shall be erected or maintained on any Site without the express prior written consent of the Board of Directors, which shall have the sole and absolute discretion to determine the suitability of the locations, design, shape, height, size, and materials for any such fence or wall. Permitted fences shall not exceed forty-eight (48) inches in height and shall be of a uniform material, color, height, and appearance as approved by the Board of Directors. No fence, wall, or hedge shall be located nearer to any front lot line than is permitted pursuant to the Village Zoning Ordinance. No fence, wall, or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No full yard or chain-link fencing shall be permitted.

Section 19. Owner Maintenance. Each Owner shall maintain the Site owned, the Residence constructed therein and any Limited Common Element appurtenant thereto for which the Owner has maintenance responsibility in a safe, clean, and sanitary condition. All vacant and unimproved Sites must remain free of debris, litter, and trash and be cleaned up regularly. All grass and weeds on any vacant and unimproved Site must be mowed at least once monthly or more often if required by the Developer. Where a Residence is under construction within a Site, all debris, construction debris, unusable materials, litter, and trash must be cleaned up and removed every Friday afternoon and more often if required by the Developer. Each Owner shall also use due care to avoid damaging any of the Common Element including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems, and any other utilities located in or on any Site which are appurtenant to or which may affect any other Site. Each Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Element by the Owner or the Owner's family, guests, agents, or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Owner in the manner provided in Article II hereof.

Section 20. Shoreline and Seawall at Condominium. Each Owner is responsible for maintaining its own shoreline and seawall where applicable. In maintaining the shoreline, an Owner shall not install construction or landscaping materials that would extend its Site into Lake Orion. Rather, it shall maintain the natural ebb and flow of the lake as it washes against the shoreline (as it may vary from time to time). Any seawall located on a Site shall be maintained in accordance with industry standards for seawalls by the Site's Owner upon which it is located. All seawalls shall be maintained and preserved in slightly condition.

Section 21. Reserved Rights of Developer.

(a) Prior Approval Developer. Until certificates of occupancy are issued for Residences in one hundred percent (100%) of the Sites in the Condominium, no Residences, buildings, fences, walls, retaining walls, drives, decks, walks or other Structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any Structure be made (including in color or design), except interior alterations of Residences, until plans and specifications are approved by the Developer as provided in Section 2 of this Article VI.

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards of the Developer with respect to unoccupied Sites owned by the Developer, or of the Association in furtherance of its powers and purposes. Notwithstanding anything to the contrary elsewhere herein contained, until all Sites in the entire planned Condominium are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model homes, storage areas, and reasonable parking incident to the foregoing and such access to, from, and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by the Developer.

(c) Enforcement of Bylaws. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Owners and all persons having interests in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair, and/or replace any Common Element and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws so long as Developer owns any Unit which Developer offers for sale, which right of enforcement shall include, without limitation, an action to restrain the Association or any Owner from any activity prohibited by these Bylaws.

(d) Site Maintenance. Developer reserves for itself and for the Association and their respective agents the right to enter upon any Site for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, or other unsightly growth, which in the opinion of Developer detracts from the overall beauty, setting, and safety of the Condominium. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass. Developer and the Association and their respective agents may likewise enter upon such land to remove any trash which has collected on such Site without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be

construed as an obligation on the part of Developer or the Association to mow, clear, cut, or prune any Site nor to provide garbage or trash removal services.

Section 22. Drainage and Grading Plan for Condominium and Surface Water Drainage. The grade of any Site in the Condominium may not be changed from the Drainage and Grading Plan approved by the Village (which Drainage and Grading Plan may be subsequently amended from time to time as conditions require) without the written consent of the Board of Directors and any governmental authority having jurisdiction. It shall be the responsibility of each Owner to maintain the surface drainage grades of the Owner's Site as established by the Developer. Each Owner covenants not to change the surface grade of the Owner's Site in a manner that will materially increase or decrease the stormwater flowing onto or off of the Owner's Site and will not block, pond, or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon any of the Sites in the Condominium to correct any violation of this covenant and shall charge the costs of the correction to the Owner and such costs shall be a lien upon the Site.

Section 23. Alterations and Modifications of the Common Element. No Owner shall make changes to the Common Element, limited or general, without the express written approval of the Architectural Review Committee. The Architectural Review Committee may approve only such modifications as do not impair the soundness, safety, utility, or appearance of the Condominium as provided herein and, in any rules, and regulations of the Association.

Section 24. Common Element. The Common Element shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No Owner may leave personal property of any description (including by way of example and not limitation bicycles, vehicles, chairs, and benches) unattended on or about the Common Element. Use of the Common Element may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

Section 25. Leasing and Rental. Owners, including Developer, may rent their Site(s) or Residences at any time for any term of occupancy not less than one (1) year subject to the following:

(a) Disclosure of Lease Terms to Association. An Owner, including the Developer, desiring to rent or lease a Site shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents. If Developer desires to rent Sites before the Transitional Control Date, it shall notify either the Advisory Committee or each Owner in writing.

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

(c) Procedures in the Event of Non-Compliance with Condominium Documents. If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

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

(ii) The Owner shall have thirty (30) days (or such additional time as may be granted by the Association if the Owner is diligently proceeding to cure) after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after thirty (30) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Owner liable for any damages to the Common Elements caused by the Owner or tenant in connection with the Site or Condominium.

(d) Notice to Owner's Tenant Permitted Where Owner is in Arrears to the Association for Assessments. When an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying the Residence within the Owner's Site under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 26. Basketball Hoops and Playscapes.

(a) Basketball hoops are permitted, provided, however, the basketball hoops are not permanently affixed to the ground (instead they must be portable and when not in use placed in the garage) nor are they affixed to the exterior of the Residence.

(b) Playscapes are prohibited in the Condominium or on any Unit. A playscape is defined to include all equipment whereby the user slides, climbs, bounces, swings, pulls on, or any other movement on a structure that would be located in the yard of a Unit.

Section 27. Docks/Boardwalk: If a Co-Owner desires to install a dock into Lake Orion for purposes of mooring a boat thereto, it may do so only after obtaining written approval from governing authorities, including the Village, and the Association. A boardwalk encompassing a Unit's shoreline, or a portion thereof, is not permitted in the Condominium.

ARTICLE VII.  
MORTGAGES

Section 1. Notice to Association. Any Owner who mortgages its Site shall notify the Association of the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgages of Sites." The Association may, at the written request of a mortgagee of any such Site, report any unpaid assessments due from the Owner of such Site. The Association shall give to the holder of any first mortgage covering any Site in the

Condominium written notification of any default in the performance of the obligations of the Owner of such Site that is not cured within sixty (60) days.

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

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

ARTICLE VIII.  
VOTING

Section 1. Vote. Except as limited in these Bylaws, each Owner shall be entitled to one vote for each Condominium Site owned when voting by number and, one vote the value of which shall equal the Percentage of Value percentage allocated to the Sites owned by such Owner as set forth in the Master Deed, when voting by value. Voting shall be by value unless otherwise expressly required by the Condominium Documents or by law. In the case of any Site owned jointly by more than one Owner, the voting right appurtenant to that Site may be exercised jointly as a single vote or may be split if all the joint Owners of the Site agree as such in writing.

Section 2. Eligibility to Vote. No Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until the Owner has presented evidence of ownership of a Site in the Condominium to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Owner may be cast only by the individual representative designated by such Owner in the notice required in Section 3 of this Article VIII or by a proxy given by such individual representative.

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

Section 4. Annual Meeting. There shall be an annual meeting of the Owners commencing with the First Annual Meeting held as provided in Article IX, Section 2 hereof. Other meetings shall be held as provided for in Article IX hereof. Notice of the time, place, and subject matter of all meetings shall be given by mailing the same to each individual representative designated by the respective Owners.

Section 5. Quorum. The presence in person or by proxy of more than one-half (1/2) in value of the Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting such person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 6. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 7. Majority. Unless otherwise required by law or by the Condominium Documents, any action which could be authorized at a meeting of the members shall be authorized by an affirmative vote of more than fifty percent (50%) in value. The foregoing statement and any other provision of the Master Deed or these Bylaws requiring the approval of a majority (or other stated percentage) of the members shall be construed to mean, unless otherwise specifically stated, a majority (or other stated percentage) in value of the votes cast by those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the Owners duly called and held.

ARTICLE IX.  
MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer. The First Annual Meeting may be called at any time in the Developer's discretion after the first conveyance of legal or equitable title of a Site in the Condominium to a non-developer Owner. As provided in Article XI, Section 2 hereof, the First Annual Meeting shall be held on or before one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Owners of seventy-five (75%) percent in number of the Sites that may be created in the Condominium or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Owner of a Site in the Condominium, whichever occurs first. The Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time, and place of such meeting shall be set by the Board of Directors and at least ten (10) days written notice thereof shall be given to each Owner.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the third Tuesday of March each succeeding year (commencing the third Tuesday of March of the calendar year following the year in which the First Annual Meeting is held) at such



time and place as shall be determined by the Board of Directors, except as provided in Section 6 below. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of these Bylaws. The Owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Owners presented to the Secretary of the Association, but only after the First Annual Meeting has been held. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Owner of record, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Owner at the address shown in the notice required by Article VIII, Section 3 of these Bylaws to be filed with the Association shall be deemed as service of the notice. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Owners cannot be held because a quorum is not in attendance, the Owners who are present may adjourn the meeting to a time not less than ten (10) days from the time the original meeting was called and notice of the meeting shall be provided as set forth in Section 5 of this Article IX.

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

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

equals or exceeds the number of votes or percentage of approvals which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X.  
ADVISORY COMMITTEE

An advisory committee of non-developer Owners shall be established either one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Owners of one-third (1/3) of the Sites that may be created or one year after the initial conveyance of legal or equitable title to a non-developer Owner of a Site in the Condominium, whichever occurs first. The advisory committee shall meet with the Board of Directors for the purpose of facilitating communication and aiding the transition of control to the association of Owners. The advisory committee shall cease to exist when a majority of the Board of Directors of the Association is elected by the non-developer Owners.

ARTICLE XI.  
BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall consist of at least two (2) members, all of whom must be members of the Association or officers, partners, trustees, employees, or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation. After the First Annual Meeting, the number of directors may be increased or decreased by action of the Board of Directors, provided that the Board of Directors shall be comprised of at least two (2) members.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Owners to the Board. Elections for non-developer Owner directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-Developer Owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Owners of twenty-five percent (25%) of the Sites that may be created, at least one director and not less than twenty-five percent (25%) of the Board of Directors shall be elected by non-developer Owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Owners of fifty percent (50%) of the Sites that may be created, not less than thirty-three and one-third percent (33-1/3%) of the Board of Directors shall be elected by non-developer Owners. When the required percentage of conveyances has been reached, the Developer shall notify the non-developer Owners and request that they hold a meeting and elect the required director. Upon certification by the Owners to the Developer of the director so elected, the Developer shall then immediately

appoint such director to the Board to serve until the First Annual Meeting of members unless the director is removed pursuant to Section 7 of this Article XI or the director resigns or becomes incapacitated.

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

(i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Owners of seventy-five percent (75%) of the Sites that may be created, and before conveyance of ninety percent (90%) of such Sites, the First Annual Meeting shall be called and the non-developer Owners shall elect all directors on the Board of Directors, except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least ten percent (10%) of the Sites in the Condominium or as long as ten percent (10%) of the Sites remain that may be created.

(ii) Notwithstanding the formula provided in subsection (i), fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Owner of a Site in the Condominium, if title to at least seventy-five percent (75%) of the Sites that may be created has not been conveyed to non-developer Owners, the First Annual Meeting shall be called and the non-developer Owners shall have the right to elect as provided in the Condominium Documents, a number of members of the Board of Directors equal to the percentage of Sites they hold, and the Developer has the right to elect, as provided in the Condominium Documents, a number of members of the board equal to the percentage of Sites which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the board as determined in the Condominium Documents.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Owners have the right to elect under this Section 2 or if the product of the number of members of the Board of Directors multiplied by the percentage of Sites held by the non-developer Owners under this Section 2 results in a right of non-developer Owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one director as provided in subsection (i) of this Section 2(c).

(iv) At the First Annual Meeting one-half (1/2) of the directors (rounded up if fractional) shall be elected for a term of two years and the remaining directors shall be elected for a term of one year. At such meeting, all nominees shall stand for election as one slate and the number of persons equal to one-half (1/2) of the number of directors (rounded up if fractional) who receive the highest number of votes shall be elected for terms of two years and the number of persons equal to the remaining directors to be elected who receive the next highest number of votes shall be elected for terms of one year. After the First Annual Meeting, the term of office (except for directors elected at the First Annual Meeting for one year terms) of each director shall be two years. The directors shall hold office until their successors have been elected and hold their first meeting.

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

(vi) As used in this Section, the term "Sites that may be created" means the maximum number of Sites which may be included in the Condominium in accordance with any limitation stated in the Master Deed or imposed by law.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things necessary thereto subject always to the Condominium Documents and applicable laws.

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

(a) To manage and administer the affairs of and to maintain the Condominium and the Common Elements thereof.

(b) To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Condominium.

(f) To own, maintain, improve, operate, and manage, and to buy, sell, convey, assign, mortgage, or lease (as Landlord or Tenant) any real or personal property (including any Site in the Condominium and easements, rights-of-way, and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association.

(h) To make rules and regulations in accordance with Article VI, Section 10 of these Bylaws.

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

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person

or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent or any other contract providing for services by the Developer in which the maximum term is greater than 3 years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance to designate. Each person so elected shall be a director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Owner elected directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) in number and in value of all of the Owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal quorum set forth in Article VIII, Section 5. Any director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors selected by it at any time or from time to time in its sole discretion. Likewise, any director selected by the non-developer Owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this Section for removal of directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director personally, by mail, telephone, or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President with three (3) days notice to each director given personally, by mail, telephone, or telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two directors.

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

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time, provided twenty-four (24) hours' prior written notice of the new meeting date, location, and time is delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for purposes of determining a quorum.

Section 13. First Board of Directors. All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the Association and any undertaking or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed before the First Annual Meeting of Owners shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the Owners.

ARTICLE XII.  
OFFICERS

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

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

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

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

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

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

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

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

ARTICLE XIII.  
SEAL

The Board of Directors may adopt a seal on behalf of the Association which shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XIV  
FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Owners. Such accounts and all other Association records shall be open for inspection by the Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Owner at least once a year a financial statement, the contents of which shall be defined by the Association.

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

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Board and shall be withdrawn only upon

the check or order of such officers, employees, or agents as are designated by resolution of the Board of Directors from time to time.

ARTICLE XIV.  
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, incurred by or imposed upon the director or officer in connection with any proceeding to which the director or officer may be a party, or may become involved, by reason of the director or officer being or having been a director or officer of the Association, regardless of whether the director or officer held the office at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of such director's duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XV.  
AMENDMENTS

These Bylaws may be amended by the Association or by the Developer in the manner provided in the Master Deed. Any amendment to these Bylaws shall become effective upon recordation in the office of the register of deeds in the county in which the Condominium is located. A copy of each amendment to these Bylaws shall be made available to every member of the Association after adoption; provided however, that any amendment adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment. These Bylaws may not be amended in any manner to eliminate or conflict with any mandatory provision of the Act or any applicable law or any provision of the Master Deed, nor may they be amended to materially reduce or eliminate the rights of any first mortgagees without the consent of the mortgagees affected.

ARTICLE XVI.  
COMPLIANCE

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



ARTICLE XVII.  
REMEDIES

Section 1. Default by an Owner. Any default by an Owner shall entitle the Association or another Owner or Owners to the following relief:

(a) Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents or the regulations of the Association shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment), or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Owner or Owners.

(b) Recovery of Costs. In any proceeding arising because of an alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court. In no event shall any Owner be entitled to recover such attorneys' fees.

Section 2. No Waiver. The failure of the Association or of any Owner to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Owner to enforce such right, provision, covenant, or condition in the future.

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

Section 4. Enforcement of Provisions of Condominium Documents. An Owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the provisions of the Condominium Documents. An Owner may maintain an action against any other Owner for injunctive relief or for damages or any combination thereof for noncompliance with the Condominium Documents or the Act.

ARTICLE XVIII.  
ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims, or grievances arising among or between the Owners and the Association, upon the election and written consent of the parties to any such disputes, claims, or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims, or grievances.

Section 3. Election of Remedies. Such election and written consent by Owners or the Association to submit any such dispute, claim, or grievance to arbitration shall preclude such parties from litigating such dispute, claim, or grievance in the courts.

ARTICLE XIX.  
SEVERABILITY

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



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## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** April 8, 2024  
**TOPIC** Peninsula Right-of-Way (ROW) License Agreement

**BACKGROUND BRIEF:**

The Peninsula Condominium project is comprised of three detached single-family site condominium units proposed to be developed on a site that currently contains a single parcel. A portion of the proposed landscaping and grading improvements encroach into the Lake St. right-of-way. The Village Council has sole authority to approve permanent improvements within the right-of-way. The Planning Commission approved the site plan on February 5, 2024, at which time the applicant was made aware of a possible license agreement requirement.

**SUMMARY OF PREVIOUS COUNCIL ACTION:**

None.

**FINANCIAL IMPACT:**

The applicant is assuming all costs of the ROW improvements and continued maintenance.

**RECOMMENDED MOTION:**

To approve the Peninsula Condominium Right-of-Way License Agreement to permit the developer to perform landscaping and grading work within the Lake Street right-of-way and authorize the Village Manager to execute the license agreement on behalf of the Village.

**LICENSE AGREEMENT  
FOR USE OF UNIMPROVED PUBLIC PROPERTY**

THIS LICENSE AGREEMENT ("Agreement") is entered into as of March \_\_\_\_, 2024 ("Effective Date") between the **VILLAGE OF LAKE ORION**, a Michigan municipal corporation, whose municipal offices are located at 21 East Church Street, Lake Orion, Michigan 48362 ("Licensor"), and **PENINSULA OF LAKE ORION LLC**, a Michigan limited liability company, whose address is 3005 University Drive, Suite 100, Auburn Hills, Michigan 48326 ("Licensee"), on the following terms and conditions:

BACKGROUND.

A. The Licensor owns certain real property located in Lake Orion, Michigan, being the right-of-way along Lake Street, as depicted on Exhibit A attached hereto ("Licensor Property").

B. Licensee owns a parcel of land, Parcel Number 09-02-458-015, as depicted on Exhibit A attached hereto ("Licensee Property").

C. Licensor desires to grant and Licensee desires to accept a license for purposes of installing and maintaining landscaping, which shall include boulders, shrubs, flowers, and a section of a retaining wall, and constructing mailboxes for the residences of a condominium known as "Peninsula of Lake Orion" (collectively, "Improvements") as depicted on Exhibit A attached hereto ("License Area").

AGREEMENT

1. ACKNOWLEDGEMENTS. Licensee acknowledges and agrees that the Licensor Property, including the Licensed Area, belongs to Licensor. Licensee further acknowledges and agrees that Licensee will: (i) access and maintain the Improvements and License Area in a sightly manner, (ii) not cause encroachments to be constructed in the License Area, other than as shown on Exhibit A, (iii) not erect any other items or encumbrances upon Licensor property without Licensor's prior written and exclusive approval. Licensee acknowledges that Licensor in no way relinquishes its ownership of the Licensor Property, nor does it have any claim today or at any time in perpetuity of adverse possession or possessory rights. This Agreement will be recorded in the office of the Register of Deeds in Oakland County, Michigan.

2. GRANT OF LICENSE. Licensee shall submit a landscape plan for the License Area and other necessary plans and specifications as may be reasonably required by Licensor's Administration for approval by Licensor's Administration or its consultants and any material modifications or improvements made to Licensor Property shall only be in accordance with said approved landscape plan and only after execution of this Agreement; after which Licensor hereby

grants to Licensee a non-exclusive license over the License Area to be used for accessing and maintaining the Improvements and for no other purposes.

3. PURPOSE AND EXPENSES. The purpose of this Agreement is to permit Licensee access to the License Area for constructing and maintaining the Improvements. Licensee shall at all times be responsible for the maintenance and care of the Improvements in License Area during the term of this Agreement. Licensee shall be responsible for all costs related to Licensor's review, approval, and periodic inspections of the License Area.

4. REVOCAION. Upon a finding of cause, Licensor will provide Licensee a written notice explaining its intent to revoke this License ("Notice"), in order to place Licensee on notice of the potential revocation. Upon Licensee receiving Notice, Licensee shall have three (3) months in which to cure the condition ("Cure Period") that is the cause of the potential revocation of the License. If the cure cannot practicably be accomplished within the Cure Period, whether due to weather or nature of the cure, Licensee shall be given additional time as determined in writing at Licensor's sole discretion. The term "cause" shall mean Licensee's failure to (i) properly maintain the License Area in a reasonable manner acceptable to Licensor, (ii) prevent damage or harm from occurring to the License Area, which is not repaired with reasonable promptness, (iii) timely remediate damages incurred in the License Area from Licensee's use that may have occurred, or that is a threat to health and/or safety of persons or property. Subject to the Cure Period unless otherwise extended, the termination of the License will occur three (3) months from the date upon which Licensee is provided the Notice.

If there is an emergency declared by Licensor, revocation or suspension of the License may occur at any time, after a reasonable period (not less than five (5) days after receiving Licensor's notice) has elapsed for Licensee to effectuate a cure. If harm occurs to health, safety, or welfare of persons or property as a result of the condition for which this License is being terminated, Licensee may be responsible for all associated costs. If this Agreement is revoked, Licensee shall restore the Licensed Area to a condition consistent with that which existed as of the Effective Date of this Agreement at Licensee's sole expense.

5. NOTICES. All notices and approvals required or permitted under this Agreement shall be served by certified mail, return receipt requested, by a nationally recognized overnight courier, to an Owner at the last known address of its principal place of business, or by electronic mail with the original document to be delivered to the recipient via first class mail. The address to which notices shall be delivered may be changed from time to time by notices served as herein provided. Date of service of notice or approval shall be the date on which such notice or approval is deposited in a post office receptacle of the United States Postal Service or any successor governmental agency, or upon receipt by a nationally recognized overnight courier service, receipt requested.

Licensor: LICENSOR OF LAKE ORION  
Attention: Village Manager  
21 East Church Street  
Lake Orion, Michigan 48362

Licensee: PENINSULA OF LAKE ORION LLC  
Attention: Dominic F. Mocerì  
3005 University Drive, Suite 100  
Auburn Hills, MI 48326

6. INDEMNIFICATION, WAIVER, AND INSURANCE. Licensee agrees to indemnify Licensor for any claims, actions, damages, and liability occurring on or about the Licensed Area; provided, however, the claims, actions, and liability are not the result of Licensor's negligence or willful misconduct. The Licensee also waives any right of recovery it has, now or later, against Licensor for any loss or damage arising out of the use of the Licensed Area. Licensee shall obtain and maintain during the entire term of this Agreement liability insurance insuring against damage to persons or property in or about the Licensed Area with a combined single limit of coverage of at least Two Million Dollars (\$2,000,000) per occurrence, which policy shall list Licensor as an additional insured, and Licensee shall provide Licensor with an insurance binder showing the existence of the insurance with Licensor as an additional insured to the discretion and approval of Licensor's Administration.

7. ASSIGNMENT. Licensee shall not assign or transfer its right under this Agreement without the prior written consent from Licensor.

8. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of Licensor and Licensee, their respective heirs, representatives, successors, or assigns and shall run with the land.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and the parties acknowledge that there have been no representations or understandings other than those expressly set forth in this Agreement.

10. JURISDICTION AND VENUE. This Agreement shall be governed by and constructed according to the laws of the State of Michigan. The venue for any disputes under this Agreement shall lie in Oakland County, Michigan.

11. EXHIBITS. There is one (1) exhibit, **Exhibit A**, attached hereto and made part of this Agreement.

12. EFFECTIVE DATE. This Agreement shall be effective on the date as shown above.

Remainder of Page Intentionally Left Blank.  
Signature Page Follows.

IN WITNESS WHEREOF the parties execute this Agreement as of the Effective Date shown first above.

**LICENSOR:**

VILLAGE OF LAKE ORION,  
a Michigan municipal corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**LICENSEE:**

PENINSULA OF LAKE ORION LLC,  
a Michigan limited liability company

By: \_\_\_\_\_  
Dominic F. Mocerì  
Its: Authorized Manager

STATE OF MICHIGAN            )  
                                          ) ss.  
COUNTY OF OAKLAND        )

The foregoing was acknowledged before me on March \_\_\_\_, 2024 by \_\_\_\_\_, as \_\_\_\_\_ of Village of Lake Orion, a Michigan municipal corporation, on behalf of said company.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Michigan  
\_\_\_\_\_ Co. | Comm. Exp.: \_\_\_\_\_  
Acting in Oakland County

STATE OF MICHIGAN            )  
                                          ) ss.  
COUNTY OF OAKLAND        )

The foregoing was acknowledged before me on March \_\_\_\_, 2024 by Dominic F. Mocerì, as Authorized Manager of Peninsula of Lake Orion LLC, a Michigan limited liability company, on behalf of said company.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Michigan  
\_\_\_\_\_ Co. | Comm. Exp.: \_\_\_\_\_  
Acting in Oakland County

**EXHIBIT A**

- 1. Description of Licensor Property (see below);
- 2. Depiction of Licensor Property (see attached);
- 2. Description of Licensee Property (see below);
- 3. Depiction of License Area (see attached); and
- 4. Depiction of Licensee Property (see attached)

**DESCRIPTION OF LICENSOR PROPERTY**

LAND SITUATED IN THE VILLAGE OF LAKE ORION, COUNTY OF OAKLAND, STATE OF MICHIGAN, MORE FULLY DESCRIBED AS FOLLOWS:

AS SHOWN IN PLAT, PART OF ANDREW'S ADDITION TO THE VILLAGE OF ORION, AS RECORDED IN LIBER 1, PAGE 40, OAKLAND COUNTY RECORDS.

**DESCRIPTION OF LICENSEE PROPERTY**

LAND SITUATED IN THE VILLAGE OF LAKE ORION, COUNTY OF OAKLAND, STATE OF MICHIGAN, MORE FULLY DESCRIBED AS FOLLOWS:

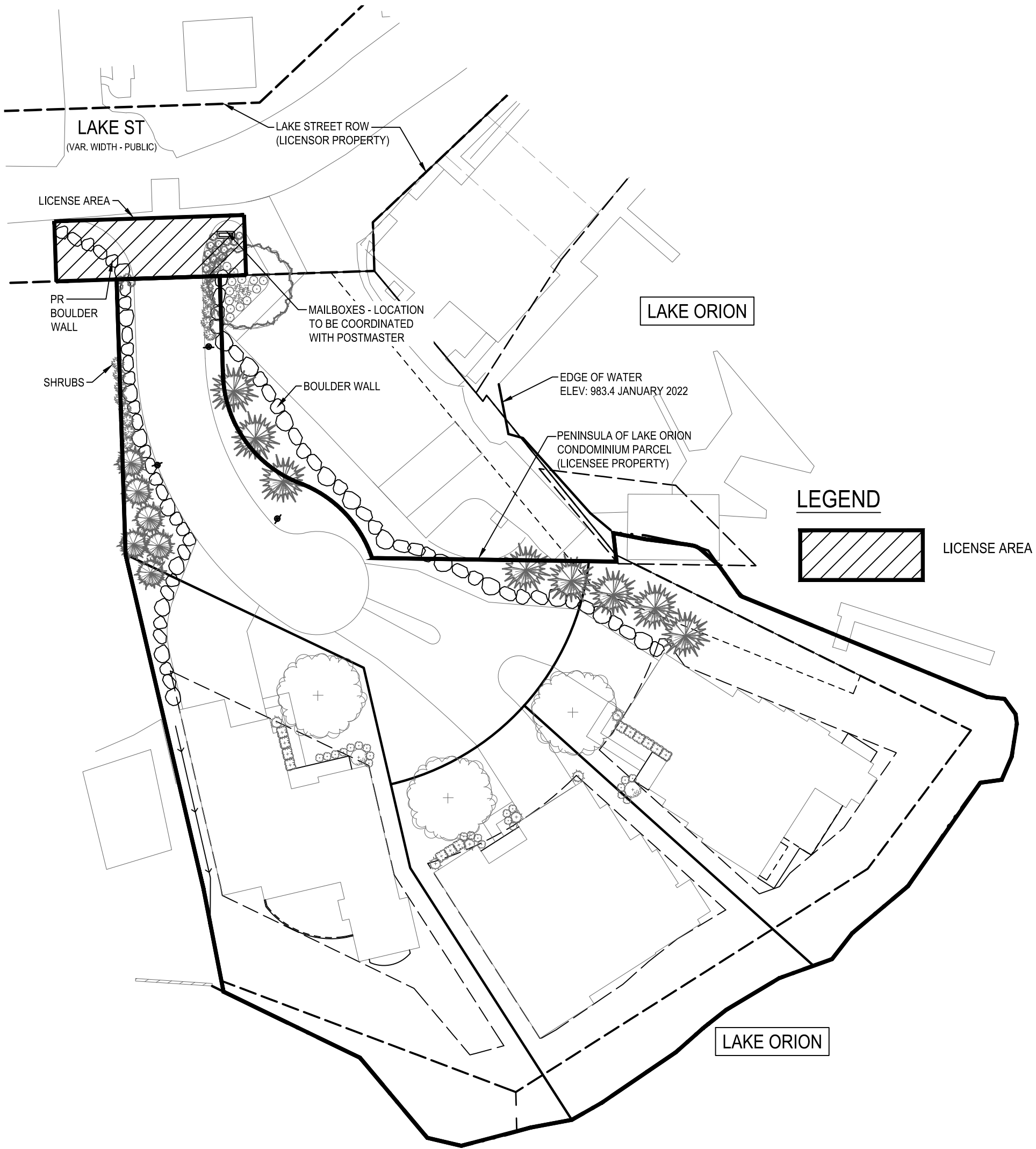
LOT 21 OF AMENDED PLAT FOR LOTS 6, AND 9 THRU 19 OF "DARLING'S RE-SUBDIVISION OF PART OF ANDREW'S ADDITION TO THE VILLAGE OF ORION", ACCORDING TO THE PLAT THEREOF RECORDED IN [LIBER 296 OF PLATS, PAGES 25, 26 AND 27](#) OF OAKLAND COUNTY RECORDS.

PARCEL IDENTIFICATION NUMBER: 09-02-458-015

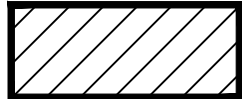
COMMONLY KNOWN AS: VACANT LAND, LAKE ORION, MICHIGAN 48362



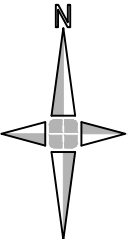
# EXHIBIT A



## LEGEND



LICENSE AREA



0 15' 30'  
SCALE: 1" = 30'



1025 East Maple Road  
Suite 100  
Birmingham, MI 48009  
p (248) 852-3100  
f (313) 962-5068  
www.giffelswebster.com

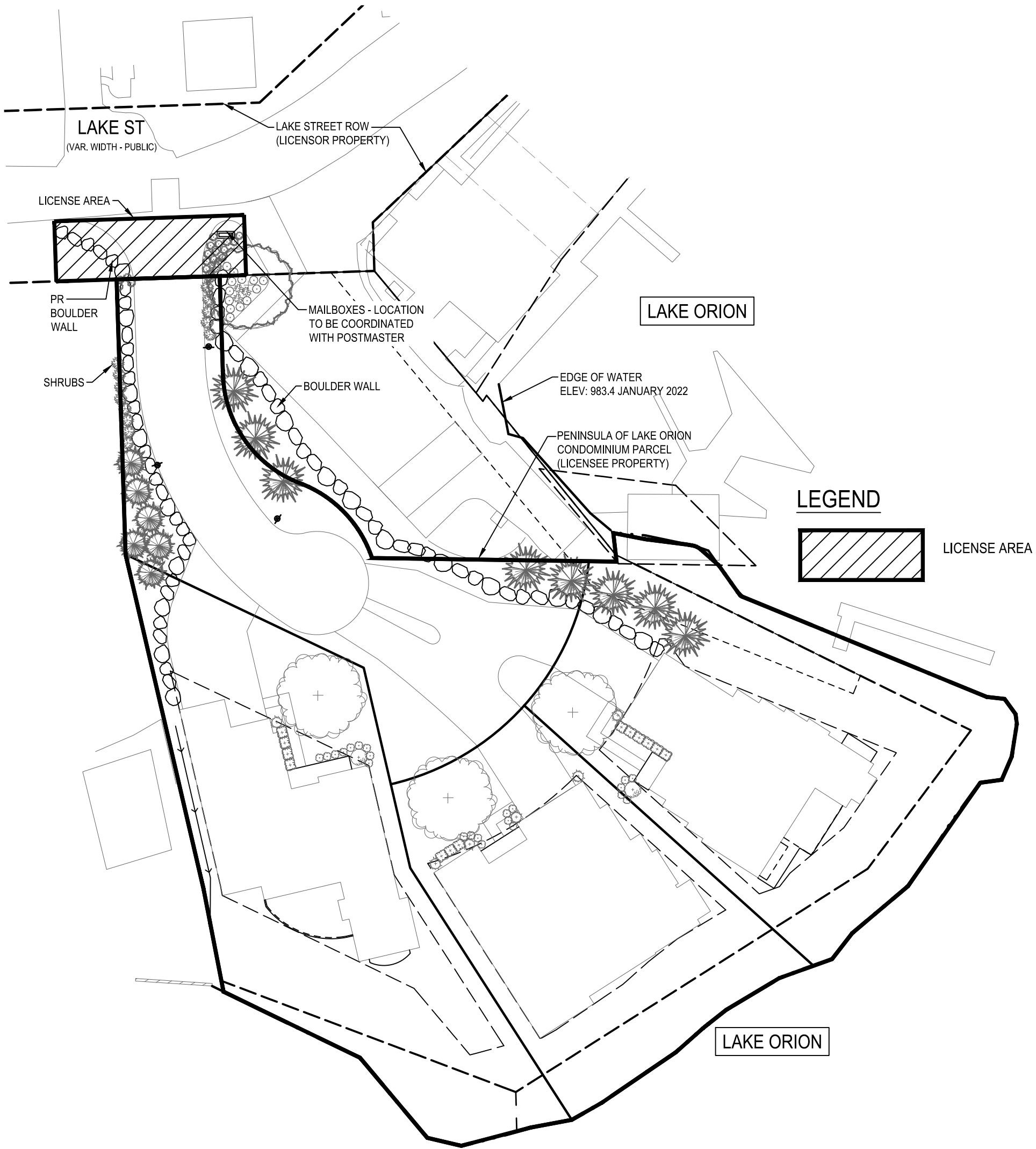
Executive:	NS
Manager:	NS
Designer:	-
Quality Control:	MP
Section:	2
T-04-N R-10-E	

**LICENSE AREA PLAN**  
PENINSULA OF LAKE ORION  
CONDOMINIUM  
VILLAGE OF LAKE ORION  
OAKLAND COUNTY  
MICHIGAN

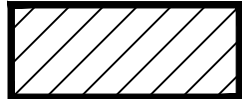
Date:	03.07.2024
Scale:	1" = 30'
Sheet:	1
Project:	20107.35

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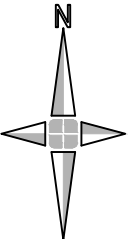
# EXHIBIT A



## LEGEND



LICENSE AREA



0 15' 30'  
SCALE: 1" = 30'



1025 East Maple Road  
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Executive:	NS
Manager:	NS
Designer:	-
Quality Control:	MP
Section:	2
T-04-N R-10-E	

**LICENSE AREA PLAN**  
PENINSULA OF LAKE ORION  
CONDOMINIUM  
VILLAGE OF LAKE ORION  
OAKLAND COUNTY  
MICHIGAN

Date:	03.07.2024
Scale:	1" = 30'
Sheet:	1
Project:	20107.35

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## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** April 8, 2024

**TOPIC** Building Inspection Services Agreement – Orion Township

**BACKGROUND BRIEF:**

Administration is requesting that Village Council approve the Building Inspection Services Agreement between the Village of Lake Orion and the Charter Township of Orion. The agreement sets forth the terms and conditions for the Township to provide building permitting and inspection services for the Village, including the process for submitting building applications, payment of fees, and the Village’s use of the Township’s BS&A building permits and code enforcement software module. The Village still needs to clarify the Township’s reference to “Comi” in the attachment to the agreement. The agreement has been reviewed and approved by the Village Attorney.

Attached is the proposed agreement for Council’s consideration.

**SUMMARY OF PREVIOUS COUNCIL ACTION:**

None

**FINANCIAL IMPACT:**

The agreement requires that the Village pay \$500 annually for each user that will access the Township’s BS&A software. We anticipate four users, including our two code enforcement officers, planning and zoning coordinator, and the Village Manager. Annual cost would be \$2,000. The Building Department would retain all building permit and inspection fees related to its services, and the Village would retain all zoning permit fees.

**RECOMMENDED MOTION:**

To approve the Building Inspection Services Agreement between the Village of Lake Orion and the Charter Township of Orion and authorize the Village Manager and Village Clerk to execute the agreement on behalf of the Village.

**AGREEMENT TO PROVIDE BUILDING INSPECTION SERVICES**

This Agreement (this “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the Charter Township of Orion (the “Township”), located at 2323 Joslyn Road, Lake Orion, MI 48360, and the Village of Lake Orion (the “Village”), located at 21 East Church Street, Lake Orion, MI 48362. It is the intent of the parties that the Township shall provide services of its Building Official and Building Inspectors, as necessary, to the Village to execute the needs of the Village.

**NOW, THEREFORE**, based upon the terms and conditions set forth herein and in consideration of the mutual promises and assurance provided herein, the Parties do hereby agree as follows:

1. The Township hereby agrees to provide property owners/developers within the Village the same building inspection services as are provided to property owners/developers in the Township.
2. An applicant requesting any type of building permit (building, electrical, mechanical, plumbing) for a property located within the Village shall submit the necessary application to the Township Building Department.
3. The Township shall accept all building permits for Village projects and immediately forward applications to the Village. Fees collected by the Township for Village projects will be paid to the Village within 30 days of receipt of the fees by the Township. The Village shall notify the Township Building Department upon its granting of approval for an Application governed by this Agreement.
4. The Village shall review received applications to ensure compliance with the Zoning Ordinance requirements of the Village. If variances are needed, they must be obtained from the Village before the approval is forwarded to the Township. The Village may charge a fee for this Zoning Ordinance compliance review.
5. The Township Building Department shall process the application from the Village in the same manner that applications for properties located in the Township are processed. The Township shall charge an applicant from the Village the same permit fees as are charged to an applicant from the Township. The Township will retain one hundred (100%) percent of the fee.
6. All inspections shall be scheduled through and performed by State certified inspectors employed by the Township. The Village agrees that any person

who contacts the Village requesting an inspection will be immediately referred to the Township. The Village at no time shall schedule or indicate the ability to schedule an inspection.

At any time building inspection services are being provided by the Township to properties within the Village, the inspector shall be considered an agent of the Village and shall have full authority to act on its behalf. The Village represents and warrants that it has taken all action necessary to grant Township Agents the authority to provide the services set forth under this Agreement.

- 7. Each party shall be responsible for any claims made against that party and for the acts of its respective officers, officials and employees. For any claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Agreement, none of the parties shall have any right under any legal principle to be indemnified by either of the other parties or any of the other parties' respective officers, officials, or employees in connection with any claim. For purposes of this paragraph, the term "claims" shall mean and include any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs and/or expenses of any kind which are imposed upon, incurred by, or asserted against a party.

Nothing in this Agreement is intended, nor shall it operate, to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity or character of office including, but not limited to, governmental immunity on behalf of the parties to this Agreement or any of their respective employees, appointees, officials or agents.

The Township hereby certifies that any Building Official or Inspector performing inspection services under this Agreement shall be fully competent under the laws of the State of Michigan and shall acknowledge and understand the rules and regulations of any building, electrical, mechanical, and/or plumbing code including the State Construction Code pursuant to which he is issuing permits and conducting inspections.

- 8. To ensure proper and adequate enforcement of its Property Maintenance Ordinance, the Village may employ the services of the Township Building Official or his designee. The fee for this service shall be as set forth on Exhibit A of this Agreement. The fee may be adjusted on an annual basis effective January 1 of each calendar year following sixty (60) days' notice by the Township to the Village. The services provided shall be performed during customary working hours. The Township shall provide a monthly written report by the 15<sup>th</sup> of the following month detailing the status of all Ordinance enforcement actions regarding property maintenance.

- 9. The Township shall provide to the Village a monthly written report by the 15<sup>th</sup> of the following month detailing the permits, by type, issued, the inspections, by type, made, and the addresses for which temporary or permanent Certificates of Occupancy have been issued.
- 10. The Township agrees to enforce the Village's Floodplain Ordinance when issuing building permits and performing inspection services.
- 11. The Township grants the Village access to Township Building Department B S&A software services for the purpose of facilitating building permits, inspections, and related administrative tasks. The Village agrees to pay an annual fee of \$500.00 for each user granted access to Building Department B S&A services. The first payment shall be due upon execution of this Agreement. Subsequent payments for BS&A usage shall be due and payable on January 1 of each calendar year.
- 12. This agreement shall be effective upon approval by the Bureau of Construction Codes of the State of Michigan in accordance with the provisions of the State Construction Code or such subsequent date as shall be mutually agreed upon by the Township and the Village. This Agreement shall be open ended and may be terminated by either party with ninety (90) days written notice to other party by certified mail at the following addresses:

Supervisor  
Charter Township of Orion  
2323 Joslyn Road  
Lake Orion, MI 48360

Village Manager  
Village of Lake Orion  
37 E Flint Street  
Lake Orion MI, 48362

- 13. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 52-3 District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not

to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 52-3 District Court.

**CHARTER TOWNSHIP OF ORION**

**VILLAGE OF LAKE ORION:**

By: \_\_\_\_\_  
Chris Barnett  
Its Supervisor

By: \_\_\_\_\_  
Jerry Narsh  
Its Council President

\_\_\_\_\_  
Township Building Official

\_\_\_\_\_  
Sonja Stout, Clerk

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A**

When requested by the Village of Lake Orion the following fees shall apply:

1. Inspect unsafe and/or poorly maintained structures and provide a report of findings ..... \$75.00 per trade/per inspection
2. Appear in Comi.....\$40.00 per hour/per appearance
3. Inspect commercial buildings, when there is a new occupant or change of use to verify that the building meets code..... \$100.00 includes issuance of Certificate of Occupancy
4. Attend Board of Zoning Appeals meetings ..... \$200.00 per meeting