# **EXPLANATION OF DUES AND FEES**

#### UPPER LONG LAKE ESTATES (ULLE) –2017 EXPLANATION OF DUES AND FEES

We encourage all ULLE homeowners to pay Association dues and the B and C Access Fees. The upkeep and beautification of the ULLE properties benefit our entire neighborhood and its property values.

#### 1. ASSOCIATION DUES:

Annual dues are required from every resident, in order to vote or participate in association business. The dues are used by the Association for a number of expenses, including the following:

- Subdivision general insurance
- Lighting and maintenance for our two lake front lots 16 and 64.
- Maintenance of the 2 entrances and 3 cul-de-sacs.
- Postage, paper and miscellaneous office supplies
- Publication of periodic ULLE Newsletter and Homeowners Directory
- Accounting services Expense payments, Banking, Financial Statements
- Treasury services Billing, collection and administration of dues and fees
- Social events Summer picnic, Halloween party and other activities
- Legal Fees
- Taxes
- Website fees and administration
- Other contingencies which occur throughout the year.

Association dues are required as a prerequisite for use of Lot 16, Lot 64, Boat slips or Lot 64 launch use and are in addition to the fees for such use. Also, as a reminder, you must be a "member in good standing" to vote for Association Board Members and other ULLE issues and to participate in ULLE neighborhood business.

#### 2. LOT 16 ACCESS FEE:

In addition to ULLE Association dues, the annual Lot 16/B Access Fee is required from the 28 homeowners who live in Group B. It is also required from any homeowner in Groups A and C who wish to use Lot 16, B Beach on the lake. This lot has a 100 foot boat dock, a sandy beach and swim area, picnic tables, children's play area and a gated parking lot. Most of the ULLE annual outdoor events are held at B Beach. Those who pay the B Access Fee are entitled to a gate lock key (changed annually).

#### 3. LOT 64 ACCESS FEE:

In addition to ULLE Association dues, the annual Lot 64/C Access Fee is required from the 65 homeowners who live in Group C. They are also required from any homeowner in Groups A or B who wishes to use Lot 64. Lot 64 has a boat dock, picnic areas and (2) boat launches. Lot 64/C Access fee is also used for the maintenance of Outlot B (island and surrounding water). Payment of the Lot 64/C Access Fee entitles the homeowner to a gate lock key (changed annually). Lot 64 is also used by the weed harvesting company that keeps Upper Long Lake weeds at a minimum during the boating season.

#### 4. PAYMENT:

Association dues, Lot 16 and Lot 64 Access Fees are due upon presentation-see bylaws for detail. All dues and fees are non-refundable and non- transferrable. New owners are required to pay all annual fees to enjoy the benefits of ULLE, regardless if the prior owner has paid.

The Annual dues year runs 365 days from date of ULLE Annual Dues Package. In no case are dues or fees prorated.

#### UPPER LONG LAKE ESTATES ULLE) –2017 EXPLANATION OF DUES AND FEES

#### 5. BOAT SLIPS/LAUNCH FEES:

#### **Current assigned slips:**

Boat slips for Lot 16 and Lot 64 are currently full. Boat owners, who are in "good standing" with all fees, who were assigned a slip in the prior year, are eligible for a slip in the current year. Boat slip fees and a ULLE Boat Application form must be submitted to the Dock Chairman for his/her approval.

#### How to obtain a slip:

If you do not have a boat slip but would like to be entered on the waiting list, an application, in writing, must be submitted to the appropriate Dock Chairman.

Lot 64 - Michael Scheid 248-866-4855, <u>Michael@thomashospitality.com</u> Lot 16- Dave Andrejko 248-867-4872, dandrejk@aol.com

Note that residents must be in "good standing" (all annual dues paid to date) to be entered on or remain on the boat slip waiting list. A \$500.00 fee for dock maintenance and preservation is charged to first time boat slip assignees. Lot 64 and Lot 16 wait lists can be found on the ULLE website.

#### **Boat Launch for all residents:**

Residents of Groups A and C, with their own docks and slips, residents with slips on the B and C docks and those wishing to day launch may do so by paying the annual Lot 64 Access fee and executing the ULLE Launch Use Agreement. All residents are encouraged to use the ULLE launch for their access to Upper Long Lake.

#### **Boating Season:**

Boating season is determined by weather and at the discretion of the Dock Chairman. Because the Lot 16 docks are seasonal, boats must be removed before weather conditions present a hazard to the dock removal company. The Dock Chairman will coordinate the removal and notification of boat owners. Boat launching may be done at the boat owner's convenience.

#### 6. CANOE RACK/FEES:

Lot 16 and Lot 64 have storage racks for canoes, kayaks and paddle boards. This is the only permissible area for storage and there is an application fee for annual storage. The ULLE Boat Application form must be submitted to the Dock Chairman for his/her approval.

Refer to the ULLE Annual Dues Package for more information on Dues, Policies, Applications and fees for Boat Slip and Boat Launch. The 2017 Annual Dues Package is also available on the ULLE website: www.upperlonglakeestates.com

Thank you,

#### **ULLE Group C Board Member / Treasurer:**

Alan LaDuke 248-303-8769

# ASSOCIATION DUES AND FEES

#### **UPPER LONG LAKE ESTATES (ULLE)**

#### **Association Dues and Fees for 2017**

#### Due upon presentation of this statement-see bylaws for detail.

Name:			
Address:			
Group: (A, B, or C) , Lot # , Telephone #			
• ULLE ASSOCIATION Annual Dues - \$90.00			
Required from all residents in order to vote or participate in association busine ULLE Dues are requested from all residents to support your association, comm			
• Lot 16/ B Beach Annual Access Fee- \$75.00 (NO KEY FEE)			
Required from Group B residents and residents in Groups A and C if you or you or facilities at Lot 16.	ur family wish to use the beach		
• Lot 64/C Launch Annual Access Fee- \$75.00 (NO KEY FEE)			
Required for Group C residents and residents in Groups A and B if you wish to facilities at Lot 64.	launch your boat or use the		
<u>Please circle</u> the items above that you are paying. Submit this form, with your che	eck (payable to ULLE) to:		
Alan LaDuke – ULLE Board Treasurer 1840 Long Pointe Drive Bloomfield Hills, MI 48302			
Please see the Explanation of Association Dues attached for further detail.			
Thank you for your support of our ULLE community.			
Payment Received \$ By:	Date:		

### RULES FOR LOT 16/B AND LOT 64/C

#### UPPER LONG LAKE ESTATES (ULLE) - RULES FOR LOT 16 AND LOT 64

- 1. These are **PRIVATE** facilities. Only ULLE residents who have paid applicable access fees may use them.
- 2. Members and guests use ULLE facilities at their OWN RISK.
- 3. **GUESTS** must be accompanied by a ULLE resident who has paid applicable access fees.
- 4. **CHILDREN** under 10 years of age should be supervised by an adult.
- 5. **PARKING** in the driveway, on the grass, beach or other than the designated parking lot, is prohibited.
- 6. **LOCK** the gate to upon ENTERING and LEAVING the lot.
- 7. All Watercraft must be **MOORED** at an approved boat slip or on the canoe rack.
- 8. Boat slips and canoe rack storage are by **PERMIT** only.
- 9. **RUNNING** is not permitted on the DOCKS.
- 10. **DOGS** are not permitted unless on a controlled leash.
- 11. **FIRES** of any kind are not permitted, except as approved by the applicable Group Committee.
- 12. **GLASS** or breakable containers are not permitted.
- 13. Please keep the areas clean. Use the **TRASH** containers on the lot.
- 14. **STORAGE** of any property, for any amount of time is prohibited. Personal property left on ULLE property will be presumed to be abandoned.
- 15. On Lot 16, watercraft of any kind are not to be taken into the **SWIMMING** AREA.
- 16. **LOUD** and boisterous activities are not permitted after dark.
- 17. As a courtesy to other members, please notify Dock Chairman if you are hosting 10 or more guests.
- 18. All boat launching must be done at Lot 64. There is no **LAUNCHING** allowed from Lot 16.
- 19. Launch facilities on **Lot 64** may be used only by residents in good standing who have paid ULLE and Group C access fees and have signed the form entitled "Lot 64 Launch Use Agreement" (the Agreement).
- 20. Upon request, a key to the gate on Lot 64 will be issued to residents who have signed the Agreement and paid applicable access fees. **Keys** may not be shared or loaned to others. If a resident engages a contractor to launch his/her boat, the key may be provided to the contractor on the day of the launch and must be retrieved from the contractor immediately following the launch.
- 21. **Tow vehicles** and trailers may not be parked at Lot 64 for longer than necessary to complete the launch or retrieval of his/her boat and may not interfere with others' use of the launch facilities or with weed harvesting operations

The ULLE Board of Directors reserves the right to revise these Rules at any time. Revised Rules take effect when posted at the facilities or on the ULLE website or mailed to residents, whichever occurs first.

QUESTIONS: LOT 16 DOCK CHAIRMAN – DAVE ANDREJKO (248)-867-4872 OR
LOT 64 DOCK CHAIRMAN MICHAEL SCHEID 248-866-4855

## BOAT SLIP/ CANOE RACK FEES

## **UPPER LONG LAKE ESTATES (ULLE) Boat Slip/Canoe Rack Fees for 2017**

Printed Name	, Sign	ature		
Address	, Lot	#, Phone		
Boat Slip and Canoe Rack Fees are due 30 days after mailing of notice.  All fees must be paid prior to launching or storing your boat.				
	- Annual Lot 16/Group B Boat slip fee	\$500.00		
	- Annual Lot 16/Group B Canoe rack fe	<u>e</u> - \$ 50.00		
	- Annual Lot 64/Group C Boat slip fee	- \$200.00		
	- Annual Lot 64/Group C Canoe rack fe	<u>e</u> - \$ 50.00		
	- First time Boat slip fee – B and C	\$500.00		
A \$500.00 fee for d				
Make check payabl	1840 Lon	uke – ULLE Treasurer g Pointe Drive Id Hills, MI 48302		
required document monitoring the new	s and fees. Keys from 2016 must be retu	new keys will be available to you upon receipt of all rned to the Dock Chairman, who will be issuing and d, transferred or used by anyone other than the of a lost key.		
	• • • • • • • • • • • • • • • • • • • •	providing them with your key and for ensuring their rangements through your Dock Chairman.		
•	•	ing list, complete an application (on the website) and irman for availability of Canoe Rack space.		
	up C) Dock Chairman - Michael Scheid – up B) Dock Chairman - Dave Andrejko -			

Payment Received \$\_\_\_\_\_ By:\_\_\_\_\_ Date:\_\_\_\_\_

## BOAT DOCKING AND CANOE RACK APPLICATION

## UPPER LONG LAKE ESTATES (ULLE) - 2017 BOAT DOCKING & CANOE RACK APPLICATION CHECK ONE: \_\_\_ LOT 16 or \_\_\_ LOT 64

(ALL APPLICATIONS MUST BE APPROVED BY THE DOCK CHAIRMAN PRIOR TO LAUNCH)

Printed Name:	Telephone #	
Address:	Lot #:	
Application Date:	Requested Move in Date:	
BOAT SLIP - WATER VEHICLE/TY	E OF BOAT:	
Power, Pontoon, S	il, Jet Ski, Other (describe)	
Length of Boat:Ft., Color 8	Make, MC#	
Make of Motor:	, Horsepower	
Insurance Carrier	Policy #, Expiration	
Please attach copy of cu	rrent Michigan Boat Registration and valid Proof of Insurance.	
	days, or prior to the end of the season, your slip will be made availab will be offered to next in line on the waiting list.	le
All boats must be launched from Lo	t 64. (Lot 64/C Access Fee and Launch Use Agreement required)	
CANOE RACK – TYPE OF BOAT A	ID SIZE:	
Canoe, Kayak	, Paddle Board, Other (describe)	
Slip & Rack use season is depender	t on weather and at discretion of Dock Chairman.	
Note: It is the responsibility of the the above information.	applicant to advise the Dock Chairman immediately of any changes in	
Dock Chairmen – Lot 64 Michael Se	heid, 248-866-4855 /Lot 16 Dave Andrejko 248-867-4872	
agree to comply with ULLE's LOT RI Additionally, I acknowledge by my responsibility for damage done to	lication, I acknowledge that I have paid all fees, received copies of and ILES and with the applicable BOAT DOCKING POLICIES & PROCEDURE signature that neither ULLE, Inc. nor Group B nor Group C assumes any ocks, water vehicles, their contents, accessories or any of my propert 64 due to fire, theft, accident, vandalism or any other reason	S. V
Signature of Applicant:	, Date:	
Verified in good standing	, Registration & Proof of Ins Received:	
Dock Chairman Approval:	, Date:	

# BOAT DOCKING POLICIES AND PROCEDURES LOT 16/B AND LOT 64/C

## UPPER LONG LAKE ESTATES (ULLE) BOAT DOCKING POLICIES & PROCEDURES LOT 16 AND LOT 64

#### I. AUTHORITY & RESPONSIBILITY

- 1. This statement of Policies and Procedures applies to the docks and racks at ULLE Lot 16 and Lot 64. "Dock Chairman" means the Dock Chairman assigned by Group B Committee for Lot 16 or the Dock Chairman assigned by Group C Committee for Lot 64, whichever is applicable. The "Committee" means either the Group B Committee or the Group C Committee, whichever is applicable. The Dock Chairman shall be responsible for maintaining and assigning all boat slips and rack spaces. This shall include the maintenance of waiting lists for boat slips and rack space as well as the application and enforcement of all rules and regulations issued by the Committee or the ULLE Board of Directors. The ULLE Treasurer shall be responsible for the collection of all boating fees.
- 2. The Dock Chairman shall resolve all disputes concerning the use of docking and boating facilities. Any party involved in a dispute who feels that a dispute has not been resolved fairly may appeal the Dock Chairman's decision to the Committee at the next full-quorum meeting of the Committee.

#### II. PROCEDURES FOR ADMINISTERING DOCK/CANOE SPACE

#### 1. Requirements:

- a. Owner currently resides in a permanent structure within the Group (vacant lots and structures under construction do not qualify as a residence); and
- b. Maintain good standing, including staying current on ULLE dues and Group access fees paid, and in compliance with applicable Rules.
- 2. Application Procedure. An application form (available on the ULLE website) must be submitted to the Dock Chairman. If there are more applications than openings, the Dock Chairman will maintain waitlists (separate list for docks and for rack storage). As a boat slip or rack space becomes available, it will be assigned in order of priority from the applicable wait list. Priority on the wait list is based strictly on date of application; length of time as a resident is not relevant except as a tie breaker in the event two applications are submitted on the same date. The wait list is rolled over each year with the order fixed except: a) new applications will be added to the end of the wait list, b) a resident who moves out of the Group or fails to pay ULLE dues or Group access fees will be dropped from the list. The wait lists for Lot 16 and Lot 64 will be published on the ULLE website and will be deemed conclusive unless objections are presented to the respective Dock Chairman, in writing, within 90 days of the date on which an updated list is posted. Moving from one home within the Group to another home within the same Group will not affect dock, rack or waitlist status. A temporary (no more than one year) move out of the Group in connection with remodeling or rebuilding a home on the same lot will not affect dock, rack or waitlist status.
- 3. All boaters shall be required to submit prior notification of vacation or "Out Time", that is, any extended time (3 or more days) when their boat shall be out of the water. This process is designed to provide applicants on the waiting list with an opportunity to temporarily dock their boat when assigned space is unoccupied. To participate, applicants must have a boat at the time space becomes available. Failure to submit notification of "vacation" or "out time" may result in the Dock Chair allowing use of such space to any qualified applicant with appropriate notice to such boater with reserved slip.

## UPPER LONG LAKE ESTATES (ULLE) BOAT DOCKING POLICIES & PROCEDURES CONT'D LOT 16 AND LOT 64

#### III. MAINTENANCE/ORDERLINESS

- 1. Boaters are responsible for the daily upkeep and cleanliness of their area. Fishing, skiing and swimming paraphernalia must be removed by dusk or when the boater has completed the day's activities. Items should not left overnight; anything left overnight (other than registered kayak or canoes in rack or items on board a docked boat) will be deemed abandoned. The Dock Chairman, in his sole discretion, may immediately discard abandoned items, or store them briefly in a "lost and found" location, before discarding them.
- 2. No boat shall be launched from Lot 16. All launch activity must take place at Lot 64, pursuant to procedures discussed in a separate document.
- 3. Boaters who cause any damage to docks (beyond normal wear and tear) must promptly repair or arrange for repair of the damage. If the boater fails to promptly make repairs, the Dock Chairman may arrange repairs and bill the responsible boater. Failure to pay such charges will result in loss of dock privileges.
- 4. Docks may not be modified, and nothing may be attached to docks, without the approval of the Dock Chairman. If bumpers are used, they must be white and of the type sold by marine stores no tires (or portions of tires), carpet scraps, etc.
- 5. Other residents who are properly on Lot 16 or Lot 64 may use docks for fishing, provided they do not interfere with boater's use of the dock.
- 6. All boats are to remain outside of the Lot 16 swim area at all times.

#### IV. FINANCIAL OBLIGATION/DELINQUENCY

- 1. Prior to boat launching or slip assignment, boat owners are obligated to pay in a timely manner, all dues, fees and assessments required to obtain docking privileges. Boat owners more than one month in arrears will face loss of their docking privileges.
- 2. Any boat owner delinquent in any required ULLE or Group payments will be given a dated, written notice warning that the dock space privileges may be revoked or reassigned.
- 3. If payment is not made in full within one month of the date of the notice, the boat owner's docking privileges shall be revoked.

# LOT 64/C RESIDENT LAUNCH USE AGREEMENT

#### **UPPER LONG LAKE ESTATES (ULLE)**

#### 2017 LOT 64 ULLE RESIDENT LAUNCH USE AGREEMENT

This Use Agreement ("Agreement") is made between UPPER LONG LAKE ESTATES CORPORATION, (herein referred to as "<u>ULLE</u>" and/or Grantor), and the ULLE resident named below (herein referred to as "Grantee"), whose address is written below (the "Grantee Property").

- 1. Grant of Use. ULLE hereby grants to Grantee a nonexclusive right to use of ULLE's watercraft launch facilities located at Lot 64, "Upper Long Lake Estates No. 1", as recorded in Liber 81, Pages 8 and 9 of Plats, Oakland County Records, subject to certain deed restrictions recorded in Liber 15181, Page 257, Oakland County Records, as amended, for the launch and retrieval of Grantee's watercraft(s) to and from Upper Long Lake during the windows of opportunity as may be determined by Grantor;
- 2. <u>Term</u>. The term of this Agreement shall be for one launch season, which begins on the date signed below and ends at the end of the current boating season.
- 3. <u>Condition of Launch</u>. Grantor makes no representations as to the condition or adequacy of the launch facilities and does not guarantee the condition of the launch at any time. Grantee shall be responsible for inspecting the launch and determining its condition prior to use.
- 4. <u>Indemnity.</u> Grantee agrees to hold harmless and indemnify ULLE, its agents, members, officers, managers, agents and employees from any claim or liability for damages, including reasonable attorney's fees and court costs, which result from Grantee's use of the launch facilities.
- 5. <u>Miscellaneous</u>. Grantee agrees to comply with all applicable rules and regulations of ULLE pertaining to the Launch Property (the "Rules"), which may be revised from time to time, and with all applicable federal, state and municipal laws, ordinances and regulations. This Agreement may be revoked without refund or not renewed at any time by ULLE if Grantee fails to so comply. Grantee acknowledges receipt of a copy of the Rules via paper copy or access on ULLE's website. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions of this Agreement shall not be affected thereby. This Use Agreement constitutes the entire agreement between ULLE and Grantee as to use of the launch facilities. Failure of ULLE to exercise its rights under this Agreement upon one occasion shall not waive ULLE's right to exercise the same on another occasion. Grantee's rights under this Agreement may not be assigned to any other person.

GRANTUR/UPPER LUNG LAKE ESTATES CURPURATION (ULLE):		
Ву:	. Its:	
GRANTEE:		
Signature:	_, Printed Name	
Address:	. Dated	