

RUSSELL BEACH HOMEOWNERS ASSOCIATION

AMENDED AND RESTATED BYLAWS

**Approved at the September 8, 2024
Special Meeting of Members**

**This is the current version of the Bylaws as of September 8, 2024 and replaces the
June 23, 2021 version**

Greg Strzempek

Greg Strzempek, Secretary

2023/24 Russell Beach Association Board of Directors

Associated legal documents to these Bylaws are posted at RussellBeachAssociation.com and include:

Russell Beach Subdivision Plat, October 19, 1916

Russell Beach Association Articles of Incorporation, August 8, 1922

Russell Beach Association Property Deed for Parks (Lots 57, 60, 61 and 109), August 10, 1922

Russell Beach Rules & Regulations (also posted on the shed)

RUSSELL BEACH HOMEOWNERS ASSOCIATION

AMENDED AND RESTATED BYLAWS

ARTICLE I

RUSSELL BEACH HOMEOWNERS ASSOCIATION AND LOCATION

The name of this organization shall be RUSSELL BEACH HOMEOWNERS ASSOCIATION (hereinafter referred to as the "Association"). The Association is incorporated in the State of Michigan as a non-profit corporation and organized on a membership basis pursuant to the Michigan Nonprofit Corporation Act, Act 162 of the Public Act of 1982, (hereinafter referred to as the "Act").

ARTICLE II

ASSOCIATION DOCUMENTS

SECTION 1. ARTICLES OF INCORPORATION. The Articles of Incorporation of the Association filed with the Michigan Department of Consumer and Industry Services on September 29, 1922 (as may be amended from time to time, hereinafter referred to as the "Articles of Incorporation"), are hereby incorporated by reference and adopted in their entirety as part of these Amended and Restated Bylaws of the Association (hereinafter the "Bylaws").

SECTION 2. ASSOCIATION DOCUMENTS. The Articles of Incorporation of the Association, the Property Deed for the Parks, the Bylaws and the Rules and Regulations promulgated pursuant to Section 6 of Article XIII hereunder shall collectively be known as the "Association Documents."

SECTION 3. CONFLICT OF TERMS AND PROVISIONS. If any conflict exists in the terms and provisions contained herein, then the terms and provisions of the following documents, in their stated order of priority, shall control: (i) the Articles of Incorporation of the Association; (ii) the Bylaws; and (iii) the Rules and Regulations.

ARTICLE III

DEFINITIONS

SECTION 1. DEFINITIONS. The following definitions shall apply to the Bylaws and the Rules and Regulations:

- (a) The term "Board of Directors" shall mean the Board of Directors of the Association.
- (b) The term "Common Areas" shall mean all the property owned by the Association, including private roads, owned by the Association pursuant to the Subdivision Plat.
- (c) The term "Rules and Regulations" shall mean those rules and regulations established by the Board of Directors pursuant to Section of Article XIII.
- (d) The term "Member" shall mean an owner of at least one (1) Residential Buildable Lot in the Association.

- (e) The term "Residential Buildable Lot" shall mean a single Lot, according to the Subdivision Plat, which is zoned residential and deemed buildable in accordance with local and/or state building and zoning codes.

**ARTICLE IV
REGISTERED OFFICE**

SECTION 1, REGISTERED OFFICE. The registered office of the Association shall be at such location as the Board of Directors may determine from time to time.

**ARTICLE V
MEMBERS**

SECTION 1. MEMBERSHIP. Every Member of a Lot of record in the Russell Beach Subdivision shall be a Member of the Association (hereinafter a "Member"). All membership rights and obligations shall be appurtenant to and may not be separated from Membership of any Lot. Where a Member is more than one (1) person or entity, said multiple Members shall be collectively one (1) Member, even though all said co-Members shall be jointly and severally liable for the assessments levied against the Lot collectively owned by said co-Members, pursuant to the Bylaws.

The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from Membership of any Lot in the Association. Membership of such Lot shall be the sole qualification for membership, and such membership shall continue until such time as the Member's membership terminates, at which time his/her membership shall automatically cease.

Proof of membership (such as a grant deed, land contract or memorandum of land contract), if called for by the Association, must be provided to the Secretary (or other designated agent/representative) prior to any rights of membership being exercised by a Member.

SECTION 2. PLACE OF MEETINGS. Meetings of the Association shall be held in the South Park or at a suitable place convenient to the Members as may be designated by the Board of Directors. Meetings of the Members shall be conducted in accordance with generally accepted rules of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Bylaws, or the laws of the State of Michigan.

SECTION 3. MONTHLY MEETINGS. Unless otherwise called for herein, monthly meetings of the Association shall be scheduled and held by the President (or the Vice President if the President is unavailable or such other Board Member as the President shall designate if the Vice President is also unavailable) during the months from April through September (hereinafter the "Summer Monthly Meetings") of each year on the third Monday of each such month at 7 pm or at such other date and time designated by the Board of Directors. Notice of the Summer Monthly Meetings is hereby waived by all Members, Directors and officers of the Association. The President shall place signs indicating the time, place, and date of the Summer Monthly Meetings at least Five (5) Days before such meetings occur.

SECTION 4. FALL ANNUAL MEMBERS MEETING. The annual meeting of the Members of the Association (the "Annual Meeting") shall be held on the second Sunday of September at 7 pm, or at such other date and time as shall be designated by the Board of Directors. The annual election of Directors shall be held during the FALL ANNUAL MEETING OF MEMBERS. Newly elected Directors shall take office at the conclusion of the Annual Meeting. If for any reason, the Annual Meeting is not held on the date designated above the President shall cause the meeting to be held as soon thereafter as convenient.

SECTION 5. NOTICE OF MEETING OF MEMBERS. Except as otherwise provided in the Act, written notice of the time, place, and purposes of a meeting of Members shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting, to each Member of record entitled to vote at the meeting. When meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and at the adjourned meeting only such business is transacted as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Member. If a Member attends a meeting of the Members, that Member waives any objection to; (i) lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to the holding of the meeting or transacting business at the meeting; and, (ii) consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when presented.

SECTION 6. SPECIAL MEETING OF MEMBERS. The Board of Directors or Members representing a majority of the total number of outstanding votes of all Members may call a Special Meeting of the Members. Such special meetings shall be called by delivery of a specification in writing setting forth the date and objects of such proposed special meeting, signed by the Board of Directors or by a majority of the total number of outstanding votes of all Members, as the case may be, to the President. The Secretary shall then prepare, sign, and mail the notice requisite to such special meeting.

SECTION 7. QUORUM OF MEMBERS.

- (a) With respect to a meeting of Members, attendance of at least seven (7) Members in good standing shall constitute a quorum. The quorum for holding such meeting shall be the Members present in person or in proxy, and there shall be no requirement that a minimum number of Members be present.
- (b) Once a quorum is established, the Members present in person or by proxy at such meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. Whether or not a quorum is present, the meeting may be adjourned by a vote of the Members present.

SECTION 8. VOTE OF MEMBERS. Members of the Association who are in good standing shall have the following voting rights:

- (a) Each Member is entitled to one (1) vote for each Residential Buildable Lot owned by such Member on each matter submitted to a membership vote.
- (b) When more than one (1) person or entity holds an interest in any Lot or other, all such persons shall constitute one (1) Member, but in no event shall there be more than one (1) vote cast with respect to any such Lot. When more than one (1) person or entity holds an interest in such Lot, the vote for the Lot shall be exercised as the multiple Members may, among them, agree. And they shall notify the Association in writing of the person entitled to exercise such vote. If any multiple Members fail to provide such notice to the Association within Ten (10) Days prior to the date set for a meeting, the Member whose name first appears on record title shall be deemed to be the Member authorized to vote on behalf of all the multiple Members and any vote cast in person or by proxy by said Member, or the failure of said Member to vote, shall be binding upon all such multiple Members.
- (c) When an action is to be taken by vote of the Members, the action shall be authorized by a majority of the votes cast, unless the Act, the Articles of Incorporation or the Bylaws require a greater

plurality. Any Member may authorize any other Member of another Lot to attend any meeting on his or her behalf and give such individual a written proxy to vote on any matter submitted to a vote.

- (d) In lieu of personally appearing at an Association meeting to cast his or her vote, a Member may vote by signed proxy or Board authorized E-Proxy, however, that proxy will only be counted at the meeting if it was presented to the Secretary, or designated agent, of the Association by another Member prior to the meeting.
- (e) Votes may be cast in person or by absentee ballot. Member votes cast by absentee ballot are valid for the purpose of establishing a quorum. Absentee ballots are subject to the following:
 - (i) A Member must request an absentee ballot in writing directed to the Secretary at least Seven (7) Days prior to the scheduled meeting applicable to the absentee ballot.
 - (ii) The absentee ballot shall set forth each proposed action.
 - (iii) The absentee ballot shall provide an opportunity to vote for or against each proposed action
 - (iv) The absentee ballot is valid for only one specified election or meeting of the members and expires automatically after the completion of the election or meeting.
 - (v) The absentee ballot specifies the time and date by which the ballot must be delivered to the Association's Secretary in order to be counted, which shall be at least Five (5) Days after the date that delivery of the unvoted absentee ballot to the Member.
 - (vi) The absentee ballot does not authorize another person to cast votes on behalf of the Member.

SECTION 9. EVIDENCE OF MEMBERSHIP. No Member may vote, in person or by proxy, at any meeting of the Association until he or she has presented evidence of Lot Membership to the Association and is in good standing. To be in good standing, a Member must be current with his or her annual and special assessment obligations and not be in violation of the Bylaws or the Rules and Regulations.

SECTION 10. SPECIAL MEETING FOR PURPOSE OF ESTABLISHING SPECIAL ASSESSMENTS: QUORUM REQUIREMENTS.

- (a) Special assessments shall not be levied unless first approved by Sixty-five Percent (65%) percent of the Members, cast in person or by proxy at a meeting of the Association Members duly called for such a purpose. Written notice of such meeting shall be sent by the Secretary to all Members at least Ten (10) Days in advance of the meeting, which notice shall set forth the purpose of the meeting.
- (b) No special meeting shall be required for the levy or increase of annual assessments which shall be levied by the Board of Directors.

**ARTICLE VI
COMMITTEES**

SECTION 1. PROVISIONS REGARDING COMMITTEES.

- (a) The Board of Directors may designate one (1) or more committees, each committee to consist of one (1) or more individuals who are Directors of the Association. The President may designate one (1) or more individuals as alternate members of any committee, who may replace an absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the members thereof present at any meeting and not disqualified from voting, whether they constitute a quorum, may unanimously appoint another Director to act at the meeting in the place of any such absent or disqualified individual. Any such committee shall have the powers and authority of the Board of Directors in reference to the matter and in the manner set forth by the Board of Directors in the resolution creating such committee; provided, however,

no such committee shall have the power or authority to (i) amend the Articles of Incorporation, (ii) recommend to the Members a dissolution of the Association, a revocation of a dissolution or a cessation of the Association, (iii) amend the Bylaws or Rules and Regulations, or (iv) fill vacancies in the Board of Directors. Any such committee, and each individual thereof, shall serve at the pleasure of the Board of Directors and without compensation.

- (b) If a Member shall die, resign from a committee, or no longer be a Member of the Association, the President shall fill the vacancy so created.
- (c) Regular meetings of any committee may be held without notice at such times and places as shall be determined from time to time by the members of said committee.

ARTICLE VII ASSESSMENTS

SECTION 1. ANNUAL ASSESSMENTS. Annual Assessments assessed by the Board of Directors for each fiscal year shall be levied and paid in the following manner:

- (a) The Board of Directors shall levy against each residential buildable Lot (vacant or otherwise) an assessment, based upon the projected costs, expenses and obligations of the Association for the ensuing fiscal year, which assessment shall be a specified amount per Lot. If the actual costs, expenses, and obligations of the Association exceed the amount projected, the Board of Directors shall have the right to levy against each Lot such additional assessments as may be necessary to defray such costs, expenses, and obligations.
- (b) Within Thirty (30) Days following the beginning of each fiscal year of the Association, the Board of Directors shall send a written notice of assessment to each Member stating the amount of the assessment established by the Board of Directors for the ensuing year. Each Member shall pay said assessment within Thirty (30) Days from the date said written statement is mailed. Assessments not paid within said Thirty (30) Day period shall be deemed delinquent and interest shall accrue on delinquent assessments at the interest rate established by resolution of the Board of Directors, which interest rate shall not exceed the highest rate allowed by law.
- (c) The Board of Directors, in its discretion, may establish an installment program for the payment of any regular, special or deficit assessment and may charge interest in connection therewith.

SECTION 2. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. assessments may be levied by the Board of Directors as follows:

- (a) In addition to the Annual Assessment, the Board of Directors may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvements on the Common Areas, including any fixtures, equipment and other equipment relating thereto, in the manner provided herein. Any such Special Assessments shall be due and payable according to the terms and conditions and in the manner specified in the resolution of the Association. Any Special Assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the interest rate established by resolution of the Association's Board of Directors, which interest rate does not exceed the highest rate allowed by law.
- (b) All Special Assessments shall be fixed and established at the same rate for all Lots within the Association Provided, however, any Special Assessment shall not exceed, in any one fiscal year, Four Hundred Percent (400%) of the prior fiscal year's Annual Assessment for such Lot unless agreed to by the affirmative vote of the Members whose votes constitute at least Sixty-five percent (65%) of the total votes present.

- (c) Unless otherwise specified in the Special Assessment resolution, all Special Assessments shall be due and payable Thirty (30) Days from the date the Member receives a statement. Any such assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the interest rate established by resolution of the Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

SECTION 3. CERTIFICATE WITH RESPECT TO ASSESSMENTS. Upon the written request of any Member, the Association shall furnish, within a reasonable time, a written certificate regarding the status of any assessments levied against such Member's Lot(s). Any such certificate, when properly issued by the Association, shall be conclusive and binding regarding the status of the assessment as between the Association and any bona fide purchaser of said Lot(s) described in the certificate and the lender who has taken a lien on said property as security for the repayment of a loan.

SECTION 4. COLLECTION OF ASSESSMENTS. Each Member shall be obligated for the payment of all Assessments levied on the Member's Lot while that person is the Member of the Lot, and no Member may become exempt from liability for the Member's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of a Lot.

- (a) For all purposes herein, the terms "Annual Assessments" and "Special Assessments" shall be defined as the "Assessments."
- (b) Upon a default by any Member in paying the Assessments, the Board of Directors may declare all unpaid installments of the Annual Assessments for the pertinent fiscal year to be immediately due and payable. Unpaid Assessments, together with interest on unpaid amounts, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Bylaws and the Rules and Regulations shall constitute a lien on the Lot prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a mortgage of record recorded before the recording of any notice of lien by the Association, and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment as provided by MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, the Member or anyone claiming under the Member shall be liable for all Assessments charged against the Lot that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.
- (c) Upon the sale or conveyance of a Lot, all unpaid Assessments against the Lot shall be paid out of the sale price by the buyer in preference over any other assessment or charge except as otherwise provided by the Association Documents or by the Act. A buyer or grantee may request a written statement from the Association for the amount of unpaid Assessments levied against the Lot being sold or conveyed, and the buyer or grantee shall not be liable for, nor shall the Lot sold or conveyed be subject to, a lien for any unpaid Assessments in excess of the amount stated in a written response from Association. However, unless the buyer or grantee requests a written statement from the Association at least five (5) days before the sale as provided in the Act, the buyer or grantee shall be liable for any unpaid Assessments against the Lot together with interest, late charges fines, costs, and attorney fees.
- (d) The Association has the unlimited right to enter the Common Areas to remove and abate any condition constituting a violation under any of the provisions of the Association Documents and/or the Rules and Regulations with or without notice to any Member of its intent to do so.

- (e) Money received by the Association in payment of Assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest charges and fines for past due payment on the Assessments, and third, to installments of Assessments in default in order of their due dates.

SECTION 5. SUBORDINATION OF LIENS TO MORTGAGES. Any lien for the outstanding Assessments provided for in this Article VII shall be subordinate to the lien of any mortgage or mortgages held by any bank, savings and loan association, insurance company, mortgage company or other similar institution existing of record at the time the lien for Assessments shall be imposed. Sale or transfer of a Lot, or any portion thereof, shall not affect the assessment lien. However, the sale or transfer of any Lot in connection with a mortgage foreclosure proceeding, or any proceeding in lieu thereof, shall extinguish the lien of the Assessments, interest, and charges, which became due prior to such sale or transfer, but in no such event shall the prior Member of said Lot be relieved of any liability for such obligations and debts. No sale or transfer pursuant to any foreclosure proceeding, or any proceeding in lieu thereof, shall relieve any Lot from any Assessments thereafter levied or from the lien accruing from such Assessments, and no subsequent sale or transfer shall release such Lot from liability for any assessment, interest or charges which thereafter become due or from any lien, therefore.

**ARTICLE VIII
BOARD OF DIRECTORS**

SECTION 1. BOARD OF DIRECTORS. The right to manage the affairs of the Association and interpret the provisions of these Bylaws shall be exclusively vested in the Board of Directors, who may delegate authority only as specifically permitted by the Association Documents. The term of office for each director shall transition from one (1) year to staggered two (2) year terms beginning with the 2024 election and every even-numbered year thereafter, four (4) directors will serve a two (2) year term and beginning with the 2025 election and every odd-numbered year thereafter, five directors will serve a two (2) year term. Directors shall serve without compensation and shall be deemed volunteer directors under the Act.

SECTION 2. NUMBER AND TERM OF DIRECTORS. The Board of Directors shall consist of at least five (5) Members but not more than nine (9) Members. Vacant positions for the Board of Directors open on the date of the Annual Meeting shall be elected by the Members. In the event of a tie vote, the President shall break such tie by a coin toss. Members need not be present to be nominated or elected to the Board of Directors but must be willing to serve. If after the Annual Meeting, a vacancy or vacancies still remain in the Board of Directors, then within thirty (30) days after the Annual Meeting, the President shall select additional Member(s) to fill such vacancy or vacancies. All Directors shall serve until his or her successor is selected and qualified, or until his or her resignation or removal. All Directors must always be Members in good standing to be nominated and serve as a Director.

SECTION 3. REMOVAL OF DIRECTORS. Each Director shall serve on the Board of Directors until:

- (a) The expiration of such Director's term.
- (b) The Director tenders his or her resignation.
- (c) The Director is removed by the Members whose aggregate vote constitutes at least Sixty-five Percent (65%) of the total outstanding votes of all Members.
- (d) The death or mental incompetence of a Director; or
- (e) The Director no longer holds an interest in any Lot.

Upon the occurrence of the resignation, removal, death, incompetence and/or withdrawal of Director, a new Director shall be selected by the President to fill the vacancy within Thirty (30) Days of such exit. All replacement Directors shall serve until the next Annual Meeting of the Members or until his or her successor is selected, whichever occurs first.

SECTION 4. POWERS AND DUTIES. The Board of Directors shall have all powers and duties necessary to administer the affairs of the Association and the Common Areas and may do all acts and things as are not prohibited by the Association Documents or required to be exercised and done by the Members. In addition to the foregoing duties imposed by the Bylaws or any further duties which may be imposed by resolution of the Members, the Board of Directors shall be responsible specifically for, but not limited to, the following:

- (a) To manage and administer the affairs of and to maintain the Association and
- (b) To suspend Membership rights if a Member becomes delinquent in his or her assessments and dues or if he or she is in violation of the Bylaws or the Rules and Regulations.
- (c) To levy and collect Assessments from the Members and to use the proceeds for the purposes of the Association.
- (d) To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance and administration of the Association and the Common Areas.
- (e) To make rules and regulations in accordance with the Bylaws; and
- (f) Enforcing by legal means the provisions of the Association Documents and the Rules and Regulations and bringing or defending against any proceedings which may be instituted on behalf of or against the Association.

SECTION 5. REGULAR MEETINGS OF THE BOARD OF DIRECTORS. Regular meetings of the Board of Directors may be held with or without notice at such times and places as shall be determined from time to time by the President.

SECTION 6. SPECIAL MEETINGS OF THE BOARD OF DIRECTORS. Special meetings of the Board of Directors may be called at any time by a majority of the persons then comprising the Board of Directors by providing notice of the time and place thereof to each Director not less than Two (2) Days before the date such special meeting is to be held.

SECTION 7. QUORUM AND REQUIRED VOTE OF BOARD OF DIRECTORS. At all meetings of the Board of Directors, a majority of the members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors present at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a vote of a larger number is required by the Act or the Association Documents. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

SECTION 8. CONSENT OF DIRECTORS IN LIEU OF MEETING. Any action required or permitted to be taken pursuant to authorization voted at a meeting of the Board of Directors then in office, may be taken without a meeting if, before or after the action, all members of the Board of Directors then in office consent thereto in writing. The written consents shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

SECTION 9. PARTICIPATION IN MEETING BY TELEPHONE. A Director may in a meeting by means of conference telephone or similar communications equipment by means of which all persons

participating in the meeting can communicate with each other. Participation in a meeting pursuant to this Section 10 constitutes presence in person at the meeting.

SECTION 10. WAIVER OF NOTICE. If a Director attends or participates in a meeting, the Director waives notice of the meeting, unless the Director at the beginning of the meeting, or his arrival, objects to the meeting or the transaction of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

ARTICLE IX NOTICES

SECTION 1. NOTICE. Any notice or communication to any Director or Member which is required under any provision of the Act, or the Association Documents must be given in writing, either by mail or land/air express courier service, addressed to such Director or Member, at the address designated by him or her for that purpose or, if none is designated, at his or her last known address. The notice or communication is given when deposited, with postage prepaid, in a post office or official depository under the exclusive care and custody of the United States postal service or in an appropriate depository for such land/air express courier service. The mailing shall be by first class mail, except where otherwise provided in the Act. Notice may also be given orally in person or telephone, telex, radiogram or cablegram, and such notice shall be deemed to be given when the recipient receives the notice personally, by telephone or when the notice, addressed as provided above, has been delivered to the company, or to the equipment transmitting such notice. The notice of meeting need not identify the business to be transacted at, or the purpose of, a regular or special meeting of the Members except as provided by the Act and the Association Documents,

SECTION 2. WAIVER OF NOTICE. When, under the Act or the Association Documents, the Members or the Board of Directors may take action after notice to any person or after lapse of a prescribed period of time, the action may be taken without notice and without lapse of the applicable period of time, if at any time before or after the action is completed the person entitled to notice or to participate in the action to be taken or, in case of a Member, by his or her attorney-in-fact, submits a signed waiver of such requirements. The waiver of notice of the meeting need not identify the business to be transacted at, nor the purpose of, a regular or special meeting of the Board of Directors or Members, except as provided by the Act or the Association Documents. Attendance of a person at a meeting constitutes a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE X OFFICERS

SECTION 1. SELECTION. At the Annual Fall Meeting, the Members shall vote for the appointment of the Board of Directors. The President, Treasurer and Secretary or any other offices deemed necessary will be elected by the Board of Directors from among their number. The Board of Directors may also appoint such other officers, employees and/or agents as they shall deem necessary, which officers, employees and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Two (2) or more offices may be held by the same person. All Officers shall be Directors and shall serve without compensation and must at all times be Members in good standing. Members need not be present at the Annual Meeting in order to be elected as Officers.

SECTION 2. TERM, REMOVAL AND VACANCIES. Each officer of the Association shall hold office for the term for which he or she is appointed and until his or her successor is appointed, or until his or her resignation or removal. The Members may remove any officer with or without cause at any

time. Any officer may resign by written notice to the Board of Directors. Upon any such vacancy in an officer position, the Board of Directors may fill any vacancy occurring in any office.

SECTION 3. PRESIDENT. The President shall be the Chief Executive Officer of the Association and must be a Director. The President shall preside over all meetings of the Board of Directors and of the Members. The President shall, in general, perform all duties incident to the office of President as may be prescribed by the Board of Directors and the Bylaws.

SECTION 4. VICE PRESIDENTS. The Vice President shall perform the duties and exercise the powers of the President during the absence or disability of the President. The Vice President shall perform such other duties as may be prescribed by the Board of Directors.

SECTION 5. SECRETARY. The Secretary shall attend all meetings of the Members and Board of Directors and shall preserve in the books of the Association true minutes of the proceedings of all such meetings. The Secretary shall have charge of the Association's seal, if any, and shall have authority to affix the same to all instruments where its use is required or permitted. The Secretary shall give all notices required by the Act, the Bylaws or resolution and shall perform such other duties as may be prescribed by the Board of Directors.

SECTION 6. TREASURER. The Treasurer shall have custody of all Association funds and securities and shall keep in the Association's books full and accurate accounts of all receipts and disbursements. The Treasurer shall deposit all monies, securities, and other valuable effects in the name of the Association in such depositories as may be designated for that purpose by the Board of Directors. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, whenever requested, an account of all transactions and of the financial need condition of the Association. The Treasurer shall also perform such other duties as may be prescribed by the Board of Directors.

ARTICLE XI TAXES, INSURANCE, AND REPAIR

SECTION 1. REAL PROPERTY TAXES. Real property taxes and assessments shall be levied against the individual Lots and not against the property of the Association. Taxes for real property improvements made to or within a specific Lot shall be assessed against that Lot only, and each Lot shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

SECTION 2. INSURANCE COVERAGE. The Association may obtain and maintain, to the extent applicable, casualty insurance with extended coverage, vandalism, and malicious mischief endorsements, liability insurance (including directors and officers liability coverage if deemed advisable), pertinent the Membership, use, and maintenance of the Common Areas of the Association. The insurance shall be carried and administered according to the following provisions:

- (a) Each Member shall be solely responsible for obtaining any and all insurance coverage at the Member's expense with respect to their Lot and property and all other improvements constructed or located on the Member's Lot. All insurance carried by the Association, or any Member shall contain provisions permitting the waiver of the right of subrogation for any claims against any Member or the Association for insured losses.
- (b) The Common Areas may be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible for maintaining insurance with respect to any Member's Lot, personal property or personal liability.

- (c) The Association may obtain, if desired, such other insurance coverage as deemed necessary or prudent by the Board of Directors.
- (d) The Board of Directors is irrevocably appointed as the agent for each Member, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or another interest in the Association or the Common Areas to adjust and settle all claims arising under insurance policies purchased by the Board of Directors and to execute and deliver releases on the payment of claims.
- (e) Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration of the Association.

SECTION 3. EMINENT DOMAIN. Upon the taking of all or any portion of the Common Areas, the condemnation proceeds relative to the taking shall be paid to the Association for its use. The Board of Directors shall determine whether to rebuild, repair, or replace the portion taken or to take other action.

ARTICLE XII CONSTRUCTION REQUIREMENTS

SECTION 1. CODES AND ORDINANCES. All buildings and other structures within the Association must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.

SECTION 2. IMPROVEMENTS ADJOINING ROADWAY. No trees, plantings, fencing, or other improvements will be placed where they obstruct vehicular visibility at or near street intersections.

ARTICLE XII USE AND OCCUPANCY RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Lots shall be used exclusively for residential occupancy, and no Lot shall be used for any purpose other than that of a single-family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Lot or neighborhood are permitted as incidental to primary residential use. No building intended for other business uses, apartment house, rooming house, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Lot. Nor shall any Lot be in violation of any local ordinance, zoning restriction or federal or state law.

SECTION 2. HOME OCCUPATIONS. To be permitted as a home occupation, there must be (i) no sign or display that indicates from the exterior that the residence is being used for any purpose other than that of a single-family dwelling; (ii) no goods or commodities kept for viewing or sale within the Lot or the Association; and (iii) no non-residential mechanical or electrical equipment. In no event shall any barbershop, styling salon, beauty parlor, tearoom, animal hospital, or any other form of animal care or treatment such as dog trimming be considered as a home occupation.

SECTION 3. COMMON AREAS. The Common Areas shall be used solely by Members and their agents, tenants, family members, invitees, and licensees for their intended purpose and subject to the Association Documents and the rules and regulations. The Common Areas are designed for a specific purpose and shall be used only for those purposes or other uses approved by the Board of Directors. The use, maintenance, and operation of the Common Areas shall not be obstructed, damaged, or unreasonably interfered with by any Member and shall be subject to any lease or easement presently in existence or entered into by the Board of Directors at some future date that affects all or any part of the Common Areas.

SECTION 4. USE AND OCCUPANCY RESTRICTIONS. In addition to the general requirements of Sections 1 through 3 above, the use of the Association and its Common Areas by any Member shall be subject to the following specific restrictions:

- (a) the Common Areas. No Member shall make any additions, alterations, or modifications to any of
- (b) No nuisances shall be permitted on the Common Areas, nor shall any use or practice be permitted that is a source of annoyance to or that unreasonably interferes with the peaceful possession or proper use of the Association and the Common Areas by its Members. No Lot shall be used in whole or in part for the storage of rubbish or trash or for the storage of any property or thing that may cause the Lot to appear in an unclean or untidy condition. No substance or material shall be kept on a Lot that will emit foul or obnoxious odors or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Lots.
- (c) Nothing shall be done or kept in any Lot or on the Common Areas that will increase the rate of insurance for the Association without the prior written consent of the Association. No Member shall permit anything to be done or kept in the Member's Lot or elsewhere on the Common Areas that will result in the cancellation of insurance on any Lot or any part of the Common Areas or that will violate any law.
- (d) No signs or other advertising devices (other than one professionally made unlit sign or a sign of substantially the same quality and appearance advertising a Lot for sale that is not larger than that set forth in the Rules and Regulations, shall be displayed from any residence or on any Lot that are visible from the exterior of the Lot or from the Common Areas without written permission from the Association.
- (e) No Member shall use/discharge or permit the use/discharge by any occupant, agent, tenant, invited, guest, or member of the Member's family of any firearms air rifles pellet guns: BB guns, bows, and arrows, or other dangerous weapons, projectiles, or devices anywhere on or about the Association and the Common Areas.
- (f) The Common Areas shall not be used for the storage of supplies or personal property (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day). No vehicles shall be parked on or along the roadways except as allowed by law. No Member shall in any way restrict access to any utility line or other area that must be accessible to service the Common Areas or that affects an Association responsibility in any way. In general, no activity shall be continued, or condition maintained by any Member either in the Member's Lot or on the Common Areas that despoils the appearance of the Association or is conducted in such a manner to be a violation of this provision or the existing Rules and Regulations of the Association.
- (g) A dispute or question as to whether a violation of any specific regulation or restriction in this section has occurred shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which shall be binding on all Members and other parties with an interest in the Association.

SECTION 5. ZONING COMPLIANCE. The use of any Lot or structure on the Lot must satisfy the requirements of the zoning ordinances of the municipality where the Association is located in effect at the time of the contemplated use unless a variance for the use is obtained from a Lot of government with jurisdiction over the use of the Lot.

SECTION 6. RULES AND REGULATIONS OF CONDUCT REGARDING COMMON AREAS. Additional rules and regulations consistent with these Bylaws concerning the use of Common Areas may be promulgated and amended by the Board of Directors. Copies of the Rules and Regulations must be furnished by the Board of Directors to each Member at least Ten (10) Days before their

effective date and may be revoked at any time by the affirmative vote of the Board of Directors or at least Sixty-five Percent (65%) of all Members. In addition, the Rules and Regulations shall be posted in a conspicuous place at the South Park.

SECTION 7. ENFORCEMENT BY ASSOCIATION. The Association shall always be maintained in a manner consistent with the highest standards of a private residential community used and occupied for the benefit of the Members. If at any time any Member fails or refuses to carry out his or her obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, the Association, may, at its option, elect to maintain, repair, or replace any Common Areas or to do any landscaping required by these Bylaws and to charge the cost to the responsible Member as an expense of administration. The Association shall have the right to enforce these Bylaws and this right of enforcement shall include (without limitation) an action to restrain the Association or any Member from any prohibited activity.

SECTION 8. MEMBER ENFORCEMENT. An aggrieved Member will also be entitled to compel enforcement of the Association Bylaws by an action for injunctive relief or damages against the Association, its officers, or another Member in the Association.

SECTION 9. REMEDIES ON BREACH. In addition to the remedies granted by Article VII for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Article XIII, to enter the Lot and to remove or correct the cause of the violation. The entry will not constitute a trespass, and the Member of the Lot will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

ARTICLE XIV LEASES

SECTION 1. TERMS OF LEASES. All occupants of a Lot shall comply with all the conditions of the Association Documents and the Rules and Regulations, and all lease and rental agreements must require compliance.

SECTION 2. REMEDIES OF THE ASSOCIATION. If the Association determines that any non-Member occupant has failed to comply with any conditions of the Association Documents and/or the Rules and Regulations, the Association may take the following action:

(a) The Association shall notify the Member advising of the alleged violation by the non-Member occupant.

(b) The Member will have Five (5) Days after receipt of the notice to investigate and correct the alleged breach by the non-Member occupant or to advise the Association that a violation has not occurred.

(c) If after Five (5) Days, the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the non-Member occupant and a simultaneous action for money damages in the same or in a separate action against the Member and the non-Member occupant for breach of the conditions of the Association Documents and/or the Rules and Regulations. The relief provided for in this Section may be by summary proceeding. The Association may hold both the non-Member occupant and the Member liable for any damages to the Common Areas caused by the Member or the non-Member occupant in connection with the Lot or the Association.

SECTION 3. LIABILITY FOR ASSESSMENTS. If a Member is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non-Member occupant

occupying the Member's Lot under a lease or rental agreement and the non-Member occupant, after receiving such notice, shall deduct from rental payments due the Member the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non-Member occupant.

ARTICLE XV INDEMNIFICATION

SECTION 1. NON-DERIVATIVE ACTIONS. Subject to all of the other provisions of this Article XV, the Association shall indemnify any person who was or is a party defendant (including counter defendants, third party defendants and cross defendants), or is threatened to be made a party defendant (including counter defendants, third party defendants and cross defendants), to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, 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 Director or officer of the Association, or, while serving as a Director or officer of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses (including actual and reasonable attorney fees), judgments, penalties, fines, end amounts paid in settlement actually and reasonably incurred by him or her in connection with defending such 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 his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that 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, had reasonable cause to believe that his or her conduct was unlawful.

SECTION 2. DERIVATIVE ACTIONS. Subject to all of the other provisions of this Article XV, the Association shall indemnify any person who was or is a party defendant (including counter defendants, third party defendants and cross defendants), to or is threatened to be made a party defendant (including counter defendants, third party defendants and cross defendants), to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that the person is or was a Director or officer of the Association, or, while serving as a Director or officer of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses (including actual and reasonable attorney fees) and amounts paid in settlement actually and reasonably incurred by the person in connection with defending the action or suit, 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. However, indemnification shall not be made for any claim, issue, or matter in which the person has been found liable to the Association unless and only to the extent that the court in which the action or suit was brought has determined on application that, despite the adjudication of liability but in view of all the circumstances of the case (and regardless of whether such officer or Director has met the standards of conduct described above, i.e. "good faith," "best interests of the corporation" or "no reasonable cause to believe his or her conduct was unlawful"), the person is fairly and reasonably entitled to indemnification for the reasonable expenses incurred.

SECTION 3. EXPENSES OF SUCCESSFUL DEFENSE. Without limiting the foregoing indemnities in any way, to the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 and 2 of this Article XV, or in defense of any claim, issue, or matter in the action, suit, or proceeding (and regardless of whether such officer or director has met the standards of conduct described above, i.e. "good faith," "best interests of the corporation" or "no reasonable cause to believe his conduct was unlawful"), the person shall be indemnified against actual and reasonable expenses (including attorney fees) incurred by the person in connection with the action, suit, or proceeding and an action, suit, or proceeding brought to enforce the mandatory indemnification provided in this Section 3.

SECTION 4. CONTRACT RIGHT; LIMITATION ON INDEMNITY. The right to indemnification conferred in this Article XV shall be a contract right and shall apply to services of a Director or officer as an employee or agent of the Association as well as in the person's capacity as a Director or officer. Except as provided in Section 3 of this Article XV, the Association shall have no obligations under this Article XV to indemnify any person in connection with any proceeding, or part thereof, initiated by the person without authorization by the Board of Directors.

SECTION 5. DETERMINATION THAT INDEMNIFICATION IS PROPER. An indemnification under Sections 1 or 2 of this Article XV (unless ordered by a court) shall be made by the Association only as authorized in the specific case (i) when it is determined that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 or 2, whichever is applicable, and (ii) upon an evaluation of the reasonableness of expenses and amounts paid in settlement. The determination and evaluation shall be made in any of the following ways:

- (a) By a majority vote of a quorum of the Board of Directors consisting of Directors, who are not at the time parties or threatened to be made parties to the action, suit, or proceeding
- (b) If the quorum described in (a) above is not obtainable, then by majority vote of a committee consisting solely of two (2) or more Directors, duly designated by a majority vote of a quorum of the Board of Directors consisting of Directors who are not parties or threatened to be made parties to the action, suit, or proceeding.
- (c) By independent legal counsel in a written opinion, which counsel shall be selected in one of the following ways: (i) by the Board of Directors or its committee in the manner prescribed in (a) or (b) above; or (ii) if a quorum of the Board of Directors cannot be obtained under (a) above and a committee cannot be designated under (b) above, by the Board of Directors.
- (d) By a majority of the Members.

SECTION 6. PROPORTIONATE INDEMNITY. If a person is entitled to indemnification under Sections 1 or 2 of this Article XV for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement; but not for the total amount, the Association shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

SECTION 7. EXPENSE ADVANCE. The Association may pay reimburse the reasonable expenses incurred by a person referred to in Sections 1 and 2 of this Article XV who is a party or threatened to be made a party to an action, suit, or proceeding in advance of final disposition of the proceeding if all of the following apply: (1) the person furnishes the Association a written affirmation of his or her good faith belief that he or she has met the applicable standard of conduct set forth in Sections 1 or 2; (ii) the person furnishes the Association a written undertaking, executed personally his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of

conduct; and (ii) a determination is made that the facts then known to those making the determination would not preclude indemnification under Sections 1 or 2. The Association shall authorize any payment in the manner specified in Section 6. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but it need not be secured.

SECTION 8. NON-EXCLUSIVITY OF RIGHTS. The indemnification or advancement of expenses provided under this Article XV is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the Association. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

SECTION 9. INDEMNIFICATION OF EMPLOYEES AND AGENTS OF THE ASSOCIATION. The Association may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Association to the fullest extent of the provisions of this Article XV with respect to the indemnification and advancement of expenses of Directors and officers of the Association.

SECTION 10. FORMER DIRECTORS AND OFFICERS. The indemnification provided in this Article XV continues for a person who has ceased to be a Director or officer with respect to acts or omissions taken by them during their tenure as a Director or officer and after the date this Article IV was adopted by the Association and shall inure to the benefit of the heirs, executors, and administrators of the person.

SECTION 11. INSURANCE. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, trustee, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have power to indemnify the person against the liability under the laws of the State of Michigan.

SECTION 12. CHANGES IN MICHIGAN LAW. If there is any change in Michigan law applicable to the Association relating to the subject matter of this Article XV, then the indemnification to which any person shall be entitled under this Article XV shall be determined by the changed provisions, but only to the extent that the change permits the Association to provide broader indemnification rights than the provisions permitted the Association to provide before the change. Subject to Section 13, the Board of Directors may amend these Bylaws to conform to any such changed statutory provisions.

SECTION 13. AMENDMENT OR REPEAL OF ARTICLE. No amendment or repeal of this Article XV shall apply to or have any effect on any Director or officer of the Association for or with respect to any acts or omissions of the Director or officer occurring before the amendment or repeal.

ARTICLE XVI SEAL

The Association may (but need not) have a seal. If the Board of Directors 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 XVII
AMENDMENTS**

These Bylaws may only be altered, amended, or repealed by the Members of the Association, at a Special Meeting called for such purpose at which a quorum is present or represented; by the affirmative vote of the Members whose votes constitute at least Sixty-five Percent (65%) of the total votes present.

**ARTICLE XVIII
GENERAL PROVISIONS**

SECTION 1. BANK ACCOUNTS. The funds of the Association shall be deposited in such bank or banks as may be designated by the Board of Directors. All checks, drafts, and orders of the payment of money shall be signed in the name of the Association in such manner and by the Treasurer and the President. The Association shall keep detailed books of accounts pertaining to the administration of the Association in accordance with generally accepted accounting principles. Such account shall be open for inspection by the Members upon written request and during reasonable business hours

SECTION 2 CONTRACTS. CONVEYANCES, ETC. When the execution of any contract, conveyance or other instrument has been authorized without specification of the executing officers, the President may execute the same in the name and on behalf of the Association and may affix the Association's seal thereto. The Board of Directors shall have power to designate the officers and agents who shall have authority to execute any instrument on behalf of the Association.

SECTION 3. BOOKS AND RECORDS. The Association shall keep books and records of account and minutes of the proceedings of its Members and Board of Directors. The Association shall keep at its registered office records containing the names and addresses of all its Members. Any of such books, records or minutes may be in written form or in any other form capable of being converted into written form. The Association shall convert into written form without charge any such record not in such form, upon written request of a person entitled to inspect them.

SECTION 4 YEAR END. The year end of the Association shall be the end of the calendar year. The Association's year end may be changed by the Board of Directors in its discretion.

SECTION 5. GENDER. As used in these Bylaws, any reference to the masculine form shall apply equally to the female gender:

SECTION 6. EFFECTIVE DATE. These amended and restated Bylaws replace the Bylaws enacted in 2014 and are effective as of June 21, 2021, following a vote of the full membership.

##