

BY-LAWS
of
GREENE FARMS SUBDIVISION
HOMEOWNERS' ASSOCIATION

ARTICLE I – NAME AND LOCATION

The name of this Corporation is **GREENE FARMS SUBDIVISION HOMEOWNERS ASSOCIATION**, hereinafter referred to as the “Association”. The principal office of the Association shall be located at 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, but meetings of members and directors may be held at such places within the State of Michigan as may be designated by the Board of Directors.

ARTICLE II – DEFINITIONS

Section 1. “Association” shall mean and refer to the **GREENE FARMS SUBDIVISION HOMEOWNERS ASSOCIATION**, a Michigan Non-Profit Corporation, its successors and assigns.

Section 2. “Owner” shall mean and refer to the record Owner, whether one or more persons or entities of the fee simple title to the lot, including land contract purchasers, but excluding those having such interest merely as security for the performance of an obligation. When more than one person or entity has an interest in the fee title of a lot, the interest of all such persons collectively shall be that of a single Owner.

Section 3. “Lot” shall mean and refer to any numbered lot shown on any recorded Plat of the **Greene Farms Subdivision** or any other lot shown on a recorded Plat of a contiguous phase of a **Greene Farms Subdivision** which is subject to the Declaration of Restrictions, as may be amended.

Section 4. “Declarant” shall mean and refer to **Whittaker Development Co., L.L.C.** a Michigan limited liability company, and its successors and assigns.

Section 5. “Declaration” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for **Greene Farms Subdivisions** as recorded in Liber 3869, Page 305, Washtenaw County Records, and any further Amendments thereto and for each subsequent phase.

Section 6. “Member” shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration and its Amendments.

Section 7. “Common Area” shall mean those areas of land within the Subdivisions No. 1 and No. 2, if any, and in any future Phase of Greene Farms Subdivision, if any hereafter annexed (including improvements thereto) now or hereafter owned by the Association, for the common use and enjoyment of the Owners and shall also include, without limiting the generality thereof, all wells, retention and detention ponds, basins and facilities, including storm lines and collection sewers; berms, recreational facilities, and attendant fencing, if any; irrigation systems, plantings, shrubs, lawns, trees and sprinkling systems within any right-of-way or cul-de-sac, entrance walls, or monuments, interior bike paths, trails and walks, subdivision signs, street and sign lighting, if any, and the portion of a berm which faces a street although the berm is located upon an individual platted lot for which the Owner of such lot shall continue to be responsible for that portion of the berm that faces his (her) house; and other improvements as may be provided from time-to-time. The Common Area to be owned by the Association shall be all areas designated on a Plat of Greene Farms Subdivision as it now exists or as it may from time-to-time be modified or extended as parks or park areas or open space areas and all other areas designated on the Plat, if any, as Common Areas, including any future continuous subdivision.

Section 8. “Subdivision” shall refer to **Greene Farms Subdivision No. 1** and **Greene Farms Subdivision No. 2** and any contiguous platted **Greene Farms Subdivision** which is made subject to the Declaration of Restrictions by the Declarant.

Section 9. “Wetlands” shall mean that area described within a recorded plat of a **Greene Farms Subdivision** and identified within such plat as a wetland.

Section 10. “Woodlands” shall mean that area within a recorded plat of a **Greene Farms Subdivision** identified as a woodland area.

Section 11. “Phase” shall mean contiguous platted subdivision(s) and such common areas and improvements within such subdivision(s) as Declarant, in its sole discretion, may elect to make subject to the covenants and restrictions, easements, charges and liens of this Declaration as hereinafter set forth.

Section 12. “Maintenance Plan” shall mean a certain Agreement between the Declarant and the Washtenaw County Drain Commissioner for the construction, repair and maintenance of the storm water drainage system, as attached as **Exhibit A**.

Section 13. “Planned Development Agreement” shall mean a certain Agreement entered into between the Charter Township of Ypsilanti and the Declarant regarding the Common Areas and certain improvements recorded in Liber 3824, pages 374 through 396, inclusive, Washtenaw County Records.

Section 14. “Township” shall mean the Charter Township of Ypsilanti.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot in the Subdivision shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

CLASS A

Class A members shall be all Owners, with the exception of the Declarant and its builder/purchasers. Class A members shall have no voting rights until the first to occur of the following.

- (a) The Class A members having attained at least ninety-five (95%) percent or more of the number of votes of the original Class B members as hereinafter defined; or
- (b) The date that the Class B members elect in writing to waive the requirements of 2(a) above, whichever occurs first.

Upon the happening of the first to occur of said events, the Class A members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons collectively shall be members, and the vote for each such lot shall be exercised as they determined; provided that in no event shall more than one vote be cast with respect to any one lot.

CLASS B

The Class B members shall be the Declarant, its successors and assigns and/or its builder/purchasers. Class B members shall be entitled to one vote for each lot owned in any Greene Farms Subdivision.

ARTICLE IV – PROPERTY RIGHTS

Section 1. Owner’s Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every lot, whether or not specifically set forth in the deed of conveyance of said lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and the right to use the recreational facilities by an Owner of any period during which any assessment against the Owner’s Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by a majority of the members.

No such dedication or transfer shall be effective until an instrument agreeing to such dedication or transfer having been signed by 2/3 of the members entitled to vote has been recorded with the Washtenaw County Register of Deeds.

- (d) the Common Areas, if any, may be used for all passive forms of recreation, including hiking, nature study, picnicking and similar pursuits in keeping with the nature of the area, as well as for the storage of surface water. No change shall be permitted in any Common Area which would alter any storm water and surface water detention and retention and storage basins or other facilities constructed thereon, if any. Recreational Facilities, including but not limited to bridges, bike paths, picnic shelters, grills and similar items, may be constructed in any Common Area by the Association or the Declarant, provided such does not violate the Restrictions, the Maintenance Plan, the Planned Development Agreement, or any designated wetland or woodland, or ordinance, administrative order or law regulating such areas. Nothing in this paragraph, however, shall be construed to create any obligation whatsoever to construct any recreational facilities by the Association or the Declarant. All members of the Association, and guests accompanying said members, shall have equal access to any Common Area and all facilities located thereon, subject to rules and regulations established by the Association, including, but not limited to the right to place limitations on the number of guests or to prohibit guests at certain prescribed times. All efforts shall be utilized by the Association and the membership to preserve and maintain all trees, shrubs and landscaping, if any, within any common areas. No Owner may remove trees and/or shrubs from the common area(s) for planting upon his property.

Additional uses for the Common Area may be established if approved in writing by not less than fifty-one (51%) percent of the members of the Association then entitled to vote and ratified by the Declarant.

Section 2. Delegation of Use.

Any Owner may Delegate in accordance with the By-Laws, his right of enjoyment in and to the Common Area and facilities to the member's family, his tenant(s), or his land contract purchasers.

ARTICLE V – COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of a lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual general assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual general and special assessments, together with interest thereon, collection costs, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon, costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by them, but shall remain a lien upon the property, unless paid.

Section 2. Membership Fees and Purpose.

In order to pay the cost of carrying out its responsibilities hereunder, the Association shall levy fees, dues or assessments on each Lot in the Subdivision, whether or not the Lot Owner is an active member of the Association except Lots owned by Declarant or by a builder prior to occupancy. In no event shall Declarant or such a builder be obligated to pay fees, dues or assessments to the Association. All such fees, dues or assessments shall be charged equally to each Lot, and may be enforced through the lien provided for in Section G of this Article or by any other lawful means of collecting debts.

The fees, dues or assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and future subdivisions or lots hereafter annexed or added, and in particular for the improvement and maintenance of the Common Area(s) or Subdivision entrance-ways now or hereafter owned by the Association, and facilities thereon, and other property under the control of the Association; for planting and maintenance of trees, shrubs and grass as set forth in the Maintenance Plan; for construction, operation and maintenance and repair of recreational facilities and improvements including fencing, shrubbery, if such should be constructed at any time; for repair and maintenance of any retention/detention facilities, including retention/detention basins and lines, collection sewers as described within the Maintenance Plan, and street lighting if any; for caring for vacant lots; for providing community services; and for the protection of the Owners; for maintenance and preservation of the wetlands and woodland areas designated on any Plat of a Greene Farms Subdivision; for maintenance and repair of any internal sidewalks and/or bike paths, if any; for maintenance and repair of any sprinkling or irrigation systems serving common areas and improvements; for payment of legal, accounting, professional fees and insurance; and for such personnel and employees as may be required to fulfill the obligations herein; and for performing those

obligations and duties as set forth within the Maintenance Plan and the Planned Development Agreement.

Anything contained herein to the contrary notwithstanding, there shall be no membership fee due for any Lot until a home is constructed on the Lot and the home is first occupied by a purchaser.

Section 3. Special Assessment for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Area and other areas under the control of the Association, including subdivision entrances, retention/detention ponds, fixtures and personal property, and those requirements and obligations set forth within the Maintenance Plan and the Planned Development Agreement; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are then entitled to vote, voting in person or by proxy at a meeting duly called for the purpose.

Section 4. Notice and Quorum for Actions Authorized Under Section 3.

Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members entitled to vote not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast forty (40%) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Rate of Assessment.

Both the general and the special assessments shall be set by the Board of Directors at the uniform rate for the Owners of all Lots and may be collected on a monthly or an annual basis. However, notwithstanding anything to the contrary contained herein or elsewhere in this Declaration, no assessment shall be levied against the Declarant, or any builder who has purchased one or more Lots for the purpose of construction of a residence thereon for sale to an Owner.

Section 6. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner. A conveyance to a builder who has purchased a Lot for the purpose of constructing a residence thereon for sale to an Owner shall not be deemed to be a conveyance to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual

assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association.

In order to defray the costs of collection, any assessment not paid in full within thirty (30) days after its due date shall bear interest from the due date at the highest lawful interest rate per annum until paid and shall be subject to a late payment fee in the amount of Fifty and 00/100 (\$50.00) Dollars. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's lot. The Owner shall be responsible to pay for any attorneys fees and other expenses incurred by the Association in collecting the amount due. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 8. Exempt Property.

All Common Areas and all other property exempt from taxation by state or local governments and dedicated for public use shall be exempt from the assessments, charge and lien created herein.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure proceedings or a judgment of foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to such foreclosure sale but shall not relieve such lot from liability for any future assessments thereafter becoming due or from the lien thereafter created.

Section 10. Liability of Board Members.

Neither any Member of the Board nor the Declarant shall be personally liable to any Owner, or to any other party, for the damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, the Declarant or any other representatives or employees of the Association.

Section 11. Failure of Association to Maintain Common Areas; Action by Township of Ypsilanti.

- A. The Association hereby grants an irrevocable license to the Township; its employees, agents, independent contractors, successors and assigns to enter only to the extent necessary, the Subdivision as recorded, at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing any improvements which are the subject of any agreement between

the Declarant and/or the Association and the Township, or the Declarant and/or the Association and the Washtenaw County (hereinafter the "County"). Notwithstanding any of the foregoing, the license granted pursuant to this paragraph shall not entitle the Township, its employees, agents, independent contractors, successors and assigns to do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of the Declarant, its successors and assigns, Owners or the Association.

- B. The Association and Owners shall be responsible for the care, maintenance, operation, inspection, repair, replacement, improvement, installation, construction and management of all of the Common Areas of the Subdivision. In the event the Association fails at any time to maintain, repair, replace or preserve the Open Space Areas in accordance with the provisions hereof, the Township may serve written notice upon the Association, as the case may be, setting forth the manner in which the Association has failed to maintain or preserve the Open Space Areas in accordance with the provisions hereof or other agreements of record and such notice shall include a demand that deficiencies of maintenance or preservation be cured within thirty (30) days of the notice. If the deficiencies set forth in the original notice, or any modification thereof are not cured within such thirty (30) day period or any extension thereof, the Township in order to prevent the Open Space Areas from becoming a nuisance, may, but is not obligated to, enter upon the Open Space Areas and perform the required maintenance to cure the deficiencies. The Township's cost to perform any such maintenance may include a surcharge equal to ten (10%) percent of the Township's cost. The Association and Owners, their agents, representatives, successors and assigns shall be severally, and not jointly, liable for each such proportionate share of the cost and expenses incurred by the Township to discharge such proportionate share of the cost and expenses incurred by the Township to discharge such responsibilities. Such costs, expense and charges shall be due and owing upon written demand and notice by the Township to the Association at the last known address as filed with the Township Clerk and to the address of the Owners as set forth in the existing tax rolls. Such notice shall be sent by first-class mail, postage prepaid and a proof of service of such mailing shall be evidence of the Township's compliance with the notice requirement contained herein. In addition to the other methods of collection, the Township shall have the right to place such assessments on the Township tax rolls of the property or lot in question, and collect the same in the same manner as any property tax or assessment. The forgoing shall not be the exclusive right or remedy of the Township, and the rights and remedies provided to the Township by statute, ordinance, agreement or other provision of these restrictions shall be preserved.
- C. Entry upon the Subdivision by the Township, its agents, employees or independent contractors shall not constitute a dedication to the Township or an acceptance of title by the Township. The Township does not by its exercise of any right under this license constitute directly or indirectly the Association as the agents or beneficiaries of the Township and the Township shall in any event retain

its full governmental immunity. Any act, right or obligation of the Township, either specifically or by implication, arising from or occurring as a result of the Restrictions shall be done or omitted by the Township in its sole and exclusive discretion. Except for the actual negligence of the Township or its employees, agents, representatives and contracting parties, the Township shall not be liable for damages, by specific performance or otherwise through the Declarant and/or Association of any Owner, by reason of or from any matter in connection with these restrictions.

- D. The Association shall preserve and retain the Open Space Areas within the Subdivision in their natural state, with minimal intrusion, subject to the right of Declarant to install, maintain and repair Subdivision improvements. Declarant and the Association shall be responsible for removing any man-made debris that is deposited in the Open Space Areas. Declarant shall establish reasonable rules for and shall be responsible for the maintenance and upkeep of the Open Space Areas until such time as the Open Space Areas are conveyed to the Association. After any conveyance of title to the Association, it shall be responsible for maintaining the Open Space Areas conveyed to it in accordance with the rules established by the Declarant and the Association shall have the right to establish such additional reasonable rules and regulations with respect to the use and enjoyment of the Open Space Areas as the Association may deem necessary or desirable to insure the proper preservation and functioning of the Open Space Areas.

Section 12. Easements:

Washtenaw County Drain Commissioner for the Benefit of the Green Farms Drainage District.

There are various easements shown on the plat for the Subdivision in favor of the Washtenaw County Drain Commissioner for the benefit of the Greene Farms Drainage District (collectively referred to as "Grantee") which easements shall be perpetual and permanent and shall inure to the benefit of the Grantee and the Grantee's successors and assigns and transferees in, over, under and through such easements within the Subdivision(s) as shown on the Plat for the Subdivision(s) which easements may not be amended or revoked except with written approval of Grantee. All of such easements are granted based upon the following terms, conditions and rights:

- (a) The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning widening and performing any associated construction activities and grading in connection with any type of drainage facilities or storm drains, in any size, form, shape or capacity;
- (b) The Grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit;

- (c) No Owner in the Subdivision shall build or convey to others any permanent structures on the said easement;
- (d) No Owner in the Subdivision shall build or place on the area covered by the easement 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 actually or threaten to impair, obstruct, or adversely affect the rights of Grantee under the said easement;
- (e) The Grantee and its agents, contractors and designated representative shall have right of entry on, and to gain access to, the easement property;
- (f) All Owners in the Subdivision release Grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a drain or sewer or otherwise rising from or incident to the exercise by Grantee of its rights under the said easement, and all Owners covenant not to sue Grantee for any such damages.

The rights granted to the Grantee, and its successors and assigns, under the restrictions may not, however, be amended without the express written consent of the above Grantee. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the Grantee, its successors or assigns.

Routine maintenance of the storm water management facilities within the Subdivision will be completed by the Greene Farms Homeowners Association within thirty (30) days of receipt of written notification from the Washtenaw County Drain Commissioner or other responsible governmental entity that action is required unless other acceptable arrangements are made with the supervising governmental entity. Emergency maintenance will be completed by the Greene Farms Homeowners Association within thirty-six (36) hours of written notification made to it that action is required. Should the Greene Farms Homeowners Association fail to act within the aforesaid time frames, the Washtenaw County Drain Commissioner or other responsible governmental entity may perform he needed maintenance and assess the cost against the property Owners and/or the Greene Farms Homeowners Association within the Subdivision.

ARTICLE VI – MEETINGS OF MEMBERS

Section 1. Annual Meetings.

Each regular annual meeting of the members will be held once a year on a date, time and place determined by the Board of Directors.

Section 2. Special Meetings.

Special Meetings of the members may be called at any time by the president or by vote of the Board of Directors, or upon written request of the members who are entitled to vote one-half (1/2) of all the votes of the Class A membership.

Section 3. Notice of Meetings.

Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting of each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Each member shall register his address with the secretary, and notices of meetings shall be mailed to him at such address. Such notice shall specify the place, date and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. If business of any meeting shall involve any special assessments authorized, notice of such meeting shall be given or sent as provided in Article V.

Section 4. Quorum.

The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies.

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE VII – BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number.

The affairs of this Association shall be managed by a Board of not less than three (3), but not more than fifteen (15) Directors who need not be members of the Association. Such Board of Directors shall be appointed solely by the Declarant until such time as not less than ninety-five (95%) percent of all of the residential lots in the Subdivision and each phase shall have been sold to Owners or from that date that Declarant transfers voting rights to the Owners, whichever is first to occur. Thereafter, the Board of Directors shall be elected by the Owners.

Section 2. Transfer of Right to Appoint Directors.

In the event that following the transfer of operating rights by the Declarant, the Owners are unwilling or unable to elect a Board of Directors who desire to serve as Directors, the Declarant reserves the right to grant to a Management Agent of the Association or to such other designee chosen by Declarant the right to appoint a Board of Directors composed of either Owners or non-owners, or some combination thereof. The fee charged by such Management Agent or other designee and by the Directors shall be paid directly by the Association. The right of the Management Agent or other designee to appoint the Board of Directors shall continue until the next annual meeting of the members at which the Owners are willing and able to elect a Board of Directors of Owners who desire to serve as Directors.

Section 3. Term of Office.

At the first annual meeting, and at each annual meeting thereafter, the members of the Association entitled to vote shall elect at least three (3) Directors for a term of one (1) year. A Director shall hold office for the term for which he is elected and until his successor is elected and qualified or until his resignation or removal.

Section 4. Removal.

Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association then entitled to vote.

Section 5. Vacancies.

Vacancies in the Board of Directors caused by death, resignation or removal of a Director shall be filled by appointment by and upon the vote of a majority of the remaining Directors, and such Director or Directors, so appointed, shall serve for the unexpired term of his predecessor.

Section 6. Compensation.

No Director other than as set forth in Section 2, shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VIII – MEETINGS OF DIRECTORS

Section 1. Place of Meeting.

The Directors may hold their meetings in such place or places within or without this State as a majority of the Board of Directors may, from time to time determine.

Section 2. Meetings.

Meetings of the Board of Directors may be called at any time by the president or the secretary or by a majority of the Board of Directors. The Directors shall be notified in writing of the time, place and purpose of all meetings of the Board at least three (3) days prior to the date scheduled for said meeting with the exception of the annual meeting of the Board of Directors, for which no notice shall be provided, and which shall be held immediately after the annual meeting of the members. Attendance of a Director at a meeting constitutes a waiver of notice of said meeting, except where the Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3. Quorum.

A majority of the members of the Board then in office constitutes a quorum for the transaction of business. The vote of the majority of members present at a meeting at which a quorum is present constitutes the action of the Board; provided that amendment of the By-Laws by the Board of Directors requires the vote of not less than a majority of the members of the Board then in office.

Section 4. Action Without a Meeting.

Any action which might be taken at a meeting of the Board may be taken without a meeting if before or after the said action all members of the Board consent thereto in writing. The written consent shall be filed with the Minutes of the proceedings of the Board. The consent has the same effect as a vote of the Board for all purposes.

ARTICLE IX – POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers.

The Board of Directors shall have the power to, in addition to any and all powers conferred by Statute, to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of the published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, the Declaration, or any open Space or Planned Development Agreement or the Maintenance Plan, if any;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive scheduled meetings of the Board of Directors;
- (e) Employ a manger, an independent contractor, professional maintenance contractors or such other employees as they deem necessary, and to prescribe their duties; and
- (f) To delegate to the appropriate officers the carrying out of its policies and directives.

Section 2. Duties. The Board of Directors shall:

- (a) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
- (b) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (c) Initiate collection of delinquent assessments including, in their discretion, the foreclosure of the lien against any property for which assessments are not paid after due or to bring an action at law against the Owner personally obligated to pay the same;

- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause the Common Areas and the facilities and improvements to be maintained and preserved, as is more fully defined in the Declaration, By-Laws, the Maintenance Plan; the Planned Development Agreement; and the municipal ordinances; and
- (g) To exercise for the Association all powers, duties and authority vested in or delegated to the Association.

ARTICLE X – OFFICERS

Section 1. At the annual meeting of the Board of Directors, the Board shall elect a president, a secretary and a treasurer and may select one or more vice presidents, assistant secretaries and assistant treasurers who shall serve for the period of one (1) year or until their successors shall be chosen. Two or more offices may be held by the same person but an officer shall not execute, acknowledge or verify an instrument in more than one capacity if the instrument is required by law or the Articles of Incorporation or By-Laws to be executed and acknowledged or verified by two (2) or more officers.

Section 2. The Board of Directors may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the Corporation, including a Managing Agent. All officers and agents shall respectively have such authority and perform such duties in the management of the property and affairs of the Association as may be designated by the Board of Directors. The Board of Directors may remove any officer or agent whenever, in their judgment, the interests of the Association will be served thereby.

Section 3. The Board of Directors may secure the fidelity of any or all of such officers by bond or otherwise.

ARTICLE XI – DUTIES OF OFFICERS

Section 1. President.

The President shall be the chief executive officer of the Association, and in the recess of the Board of Directors shall have the general control and management of its business and affairs, subject, however, to the right of the Board of Directors to delegate any specific power except such as may be by statute exclusively conferred upon the President, to any other officer or officers of the Association. He shall preside at all meetings of the Directors and all meetings of the members.

Section 2. Vice-President.

In case of the office of President shall become vacant by death, resignation, or otherwise, or in case of the absence of the President, or his disability to discharge the duties of his office, such duties shall, for the time being, devolve upon the Vice-President who shall do and perform such other acts as the Board of Directors may, from time to time, authorize him to do.

Section 3. Treasurer.

The Treasurer shall have custody and keep account of all money, funds and property of the Association, unless otherwise determined by the Board of Directors, and he shall render such accounts and present such statement to the Directors and President as may be required of him. He shall deposit all funds of the Association which may come into his hands in such bank or banks as the Board of Directors may designate. He shall keep his bank accounts in the name of the Association, and shall exhibit his books and accounts, at all reasonable times, to any Director of the Association upon application at the office of the Association during business hours. He shall pay out money as the affairs of the Association require upon the order of the property constituted officer or officers of the Association, taking proper vouchers therefor; provided, however, the Board of Directors shall have power by resolution to delegate any of the duties of the Treasurer to other officers, and to provide by what officers, if any, all bills, notes, checks, vouchers, orders or other instruments shall be countersigned. He shall perform, in addition, such other duties as may be delegated to him by the Board of Directors.

Section 4. Secretary.

The Secretary of the Association shall keep the minutes of all the meetings of the members and Board of Directors in books provided for that purpose; he shall attend to the giving and receiving of all notices of the Association to the members, he shall have charge of the books and papers as the Board of Directors may direct; all of which, shall, at all reasonable times, be open to the examination of any Director upon application at the office of Secretary, and in addition such other duties as may be delegated to him by the Board of Directors; and shall keep appropriate records of the names and addresses of the members.

Section 5. Contracts Signed by Officers. Any of the following officers, President, Vice President, Secretary or Treasurer may sign any contracts of the Association unless otherwise provided by the Board of Directors.

ARTICLE XII – COMMITTEES

The Board of Directors may appoint such committees as deemed appropriate in carrying out its purposes.

ARTICLE XIII – PROXIES

Section 1. At all meetings of members, each member entitled to vote may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his lot.

ARTICLE XIV – CORPORATE SEAL

No seal shall be required to be adopted as the corporate seal of this Association for the regular conduct of its business. In the event a seal should be required for any transaction, then any blank corporate seal may be utilized as the seal for this Association.

ARTICLE XV – AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (2/3) of each class of members present, either in person or by proxy, and entitled to vote, provided that any matter stated herein to be or which is in fact governed by the Declaration of Restrictions or to any future Open Space Agreement or PD Agreement applicable to the Subdivision(s), and recorded, may not be amended except as provided in such Declaration of Restrictions or Open Space Agreement, if any.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control.

ARTICLE XVI – MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except the first fiscal year shall be on the date of incorporation.

Section 2. An owner who violates these By-Laws or the Declaration of Covenants is responsible to the Association for reasonable attorney's fees and costs to enforce these By-Laws or Declaration of Covenants. Such fees and costs, together with interest and collection costs, will be a charge on the land and a continuing lien upon the property as well as a personal obligation of the person who was the Owner of such property at the time.

Section 3. FENCES

"All fences shall be black chain link made of durable materials and exactly four foot tall with matching black posts and all accessories. Pursuant to the Declaration and these By-Laws, prior to constructing a fence the Owner of a Lot shall submit a request to the Association for review and approval by the Architectural Control Committee. Notwithstanding the above, the Association will allow any existing non-compliant fences constructed prior to January 1, 2016 to remain on a Lot under the following conditions: (1) a non-compliant fence must be maintained and kept in a good structural and aesthetic condition, (2) no modifications may be made to a non-compliant fence that changes the character or appearance of the fence without the Association's approval, and (3) if a non-compliant fence is replaced the new fence must comply with the Declaration, these By-Laws, and any other requirements set forth by the Association in existence at that time".

Section 4. FLAGS

"An Owner may display a maximum of two (2) flags under the following conditions: the flag is not considered offensive to neighbors; flags can be no larger than three (3) feet wide and five (5) feet long; the flag is maintained in good condition (not faded or torn); the flag, flagpole, and/or flag mounting hardware does not create a noise issue; any lighting of the flag may not interfere with neighbors (e.g. shine into a neighboring window); the mounting of the flag does not create a possible water damage issue (e.g. drilling holes into wood, roof with direct exposure to the elements). Installation of a flag pole requires written approval from Architectural Control Committee".

Section 5. COMMERCIAL VEHICLES

"Pursuant to the Covenants of Greene Farms 1,2,4, Commercial vehicles and trucks shall not be parked in the Subdivision except while making normal deliveries or pickups in the normal course of business. Exception: when all of the following apply: owners may have one (1) commercial vehicle parked on or in front of their property; the vehicle is less than or equal to a Class 3 (has a maximum 14,000 pound Gross Vehicle Weight Rating); the vehicle is state licensed and insured; the vehicle conforms to all applicable Greene Farms 1,2,4 by-laws, covenants and rules".

ARTICLE XVII – INDEMNITY

Limitation of Liability of Directors. No volunteer director, as that term is defined in Act 162, Public Acts of 1982, as amended (“Act”), shall be personally liable to the Association or its members for monetary damages for breach of fiduciary duty as a director, provided that the foregoing shall not eliminate the liability of a director for any of the following: (i) breach of the director’s duty of loyalty to the Association or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551 (1) of the Act; (iv) a transaction from which the director derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the Act hereinafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Association, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article XVII shall apply to or have any affect on the liability of any director of the Association or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

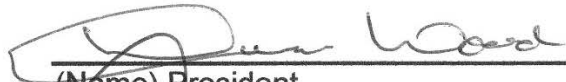
ARTICLE XVIII – ANNEXATION OF ADDITIONAL LOTS AND/OR COMMON AREA

The Declarant reserved in the Declaration the right in its sole and absolute discretion at any time or times in the future to amend the Declaration and by recording such with the Washtenaw County Register of Deeds office to add to it one or more lots or one or more additional subdivisions of land contiguous and adjacent to the Subdivision, hereafter developed and platted by Declarant or its assigns. Such Amendment need only to be signed by the Declarant. Additional lots and/or subdivisions may or may not contain additional common areas, wetlands, woodlands and/or improvements. Any such amendments to the Declaration shall provide that the owners of all of the residential lots added to the Subdivision(s) or in additional subdivisions shall be required to be members of the Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration. Such amendments shall also provide that the common area contained with the Subdivision(s) and all common areas later added to the Subdivision(s) or future subdivisions shall be for the benefit and use of all Owners of all Lots in the subdivisions. Additional common area so added shall be owned and maintained by the Association in accordance with the terms of the Deed Restrictions. Annexation by action of the association shall require the consent of two-thirds (2/3) of its members then entitled to vote.

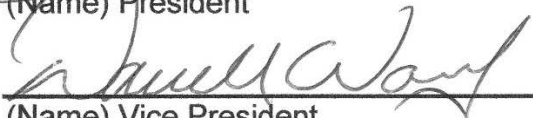
CERTIFICATION

I, the undersigned, do hereby certify:


That I am the duly elected and acting Board Member of **Greene Farms Subdivision Homeowners Association** and that the above is a true copy of the By-Laws of this Association adopted by the Association and amended on this 25th day of October, 2016.



(Name) President



(Name) Vice President



(Name) Secretary