

*Northridge Community  
Homeowners Association*



Exhibit A To The  
Declaration of Restrictions

Northridge Community  
Homeowners Association Bylaws

# Northridge Community Homeowners Association Bylaws

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# Northridge Community Homeowners Association Bylaws

## Article I Association of Homeowners

**1.1 Association.** Northridge Community, a Subdivision located in the County of Macomb, Michigan (the "Subdivision"), shall be administrated by an Association of Homeowners incorporated as Northridge Community Homeowner's Association (the "Association"). The Association shall be a nonprofit corporation, and shall be organized under the applicable laws of the State of Michigan. The Association shall carry out its functions in accordance with the following: (a) Declaration of Restrictions recorded at Liber 7764, pages 758 through 769, inclusive, Macomb County Records (the "Declaration of Restrictions"); (b) the Articles of Incorporation originally filed with the State of Michigan on June 13, 1997; (c) Maintenance Agreement for the Recreation Areas, Two Rights-of-Way, Boulevard Area on North Pointe Drive Approach and Approximated 100 Feet Extending From the Intermediate Traverse Line to the Waters' Edge of Orchard Lake Park (the "Maintenance Agreement"), (d) these Bylaws; and (e) the laws of the State of Michigan (collectively the "Subdivision Documents"). The "Common Elements" shall be those areas described in the Maintenance Agreement. All Homeowners in the Subdivision and all persons using or entering upon or acquiring any interest in any lot or the Common Elements shall be subject to the provisions and the terms set forth in the Subdivision Documents.

**1.2 Membership and Voting.** Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

- (a) Each owner or co-owner of a Lot in the Subdivision shall be a member of the Association ("Member") and no other person or entity shall be entitled to membership.
- (b) The share of a (Member) in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to ownership of a lot.
- (c) Except as otherwise limited in these Bylaws, in voting on all Association matters, each lot shall have one vote, which may not be split.
- (d) No owner shall be entitled to vote at any meeting of the Association until: (1) he or she has presented, to the Association, evidence of ownership of a lot in the Subdivision; and (2) he or she has paid current all regular or special assessments. Where a lot has multiple owners, the owners shall designate one representative to receive notices and represent the other owners. Each individual lot owner (if the Lot is owned by only one person) or the designated representative (if the Lot is owned by multiple parties) shall be considered an "Owner" for purposes of these Bylaws.
- (e) Lot owners who do not reside in the Subdivision must provide a mailing address to the Association.
- (f) There shall be an annual meeting of the Members of the Association as more fully set forth in Section 12.4. Other meetings may be provided for in these Bylaws. Notice of time, place and subject matter of all meetings, as provided in these Bylaws, shall be posted at the community flyer box ten (10) days prior to the meeting and left posted until the meeting has been completed.
- (g) The presence in person or by proxy of fifty percent of the Owners qualified to vote shall constitute a quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting that Owner is not otherwise present in person or by proxy shall be counted for determining the presence of a quorum with respect to the question upon which the vote is cast. All decisions of the Association shall be by a majority of the quorum, unless otherwise specifically provided in these Bylaws.
- (h) Votes may be cast in person or by proxy or by written vote duly signed by the Owner not otherwise present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the

Secretary of the Association at or before the appointed time for each meeting of the Members of the Association. Cumulative voting shall not be permitted.

- (i) A majority, except where otherwise provided by these Bylaws, shall consist of more than fifty percent of those Owners qualified to vote and present in person or by proxy (or by written vote, if applicable) regarding a particular question at a meeting of the Members of the Association.

**1.3 Accounting.** The Association shall keep detailed books of account showing all expenditures and receipts of administration, which shall specify the maintenance and repair expenses of the Common Elements, and any other expenses incurred by or on behalf of the Association. Such accounts and all other Association records shall be open for inspection by the Members and their Mortgagees during business hours, upon reasonable notice. The Association shall prepare and distribute to each Member at least once a year a financial statement, the contents of which shall be defined by the Association. The Association also shall maintain on file current copies of the Subdivision Documents and shall permit all Members, prospective purchasers and prospective Mortgagees who have legal interest in the Subdivision to inspect the same during business hours and upon reasonable notice.

**1.4 Board of Directors.** The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by State law or the Subdivision Documents or required there to be exercised and done by the Members. In addition to the preceding general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the Members of the Association or which may be set forth in the Bylaws, the Board of Directors shall be responsible specifically for the following:

- (a) To manage and administer the affairs of and maintenance of the Subdivision and the Common Elements.
- (b) To collect assessments from the Members of the Association and to use the proceeds for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporation or other agents to assist in the management, operation, maintenance and administration of the Subdivision.
- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease and real or personal property on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, security interest or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote or more than two-thirds of all the Member of the Association.
- (h) To make rules and regulations in accordance with Article VI, Section 6.6 of these Bylaws.
- (i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons for the purpose of implementing the administration of the Subdivision. The Board of Directors may delegate to such committees any functions or responsibilities that are not by law or by the Subdivision Documents to be performed by the Board.
- (j) To enforce the provisions of the Subdivision Documents and rules and regulations made in accordance with Article VI.

Subject to the approval of the Owners, as set forth below, the Board of Directors may employ for the Association a professional management agent at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 1.4(a) of these Bylaws, and the Board may delegate to such management agent any other duties or powers which are either: not by law or by the Subdivision Documents required to be performed by the Board; or have the approval of the Board of Directors or the Members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other similar person or entity, in which the maximum term is greater than two years or which is not terminable by the association upon ninety days written notice to the other party. A fifty-one percent majority of Owners must approve delegation of such a management company.

All the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation, or any successors elected by the Members, Members, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the Members of the Association at the first or any subsequent annual meetings of Members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Subdivision Documents, and such actions were taken in good faith in the interest of the Association without misconduct of any sort.

**1.5 Officers.** These Bylaws shall provide the designation, number, terms of office, qualifications, and manner of election, duties, removal and replacement of the Officers of the Association, as are more fully set forth in Article XIV below. These Bylaws contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Subdivision Documents and not inconsistent with those documents. Officers may not be compensated unless such compensation is authorized by the affirmative vote of more than seventy-five percent of all Owners.

**1.6 Indemnification.** Every director and every other officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases where the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his or her duties, or when the claim arises out of or entails a claim that the director has breached his or her duty of loyalty; provided that, in the event of any claim for reimbursement or indemnification based upon a settlement by the director or officer seeking reimbursement or indemnification, the indemnification here shall apply only if the Board of Directors, with the director(s) seeking reimbursement abstaining, approves such settlement and reimbursement as being in the best interest of the Association. The preceding right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least fourteen days prior to payment of any indemnification it has approved, the Board of Directors shall notify all Members. The Board may purchase and maintain insurance on behalf of any person who (a) was or is a director, officer, employee or Agent of the Association; or (b) was otherwise serving at the request of the Board.

## **Article II Assessments**

**2.1 Personal Property Taxes.** The Association shall be assessed as the person or entity in possession of any tangible personal property of the Subdivision owned or possessed in common by the Members, and personal property taxes based there shall be treated as expenses of the administration.

**2.2 Liabilities and Insurance Receipts.** Taxes and special assessments that become a lien against the Subdivision in the year of establishment shall be considered expenses of the administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by or connected with the Common Elements or the administration of the Subdivision shall constitute expenditures of administration. All sums received as proceeds of, or pursuant to, a policy of insurance securing the interest of the Members against any liabilities or losses arising

within, caused by or connected to with the Common Elements or the administration of the Subdivision shall constitute receipts affecting administration.

**2.3 Amount of Assessments.** Assessments shall be determined in accordance with the following provisions:

1. The regular yearly assessment is \$250.00 per Lot and are due upon receipt of a billing statement from the Association. A billing statement will be sent to each Member. The yearly billing cycle begins January 1 of each year. Those people moving in after that date will be prorated a daily assessment rate of 0.6849315 per calendar day left in the year from the day they received a deed to the lot.
2. Special assessments may be required and will be due upon each Member's first billing.
  - (a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Subdivision, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must to the greatest possible extent be funded by regular monthly payments as set forth in Section 2.4 below rather than by special assessments.
  - (b) Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Member and the assessment for said year shall be established based upon the budget. Delivery of a copy of the budget to each Member shall not affect the liability of any Member for any existing or future assessment. The Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem necessary in the event of emergencies or if the Board of Directors should at any time determine, in its sole discretion:
    - (a) That the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Subdivision;
    - (b) To provide replacements of existing Common Elements;
    - (c) To provide additions to the Common Elements not exceeding \$1,000 annually; or
  - (c) Special assessments, in addition to those required above may be made by the Board of Directors from time to time and approved by the Owners as here provided to meet other needs or requirements of the Association, including, but not limited to:
    - (a) Assessments for capital improvements for additions of a cost exceeding \$1,000 per year;
    - (b) Assessments to purchase a lot upon foreclosure of the lien for assessments described in Section 2.6 of this Article;
    - (c) Assessments for any other appropriate purpose no elsewhere here described.
  - (d) Special assessments referred to in Subparagraph (c) (but not including those assessments referred to in Subparagraphs (a) and (b) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than two-thirds of all Owners. The authority to levy assessments pursuant to this Subparagraph (c) is solely for the benefit of the Association or of the Members.

**2.4 Apportionment.** All assessments levied to cover the administration expenses shall be apportioned among the Lots in the Subdivision on a pro rated basis. Annual assessments as determined in accordance with Article II,



Section 2.3 (2a-b) above, may be payable by Members as determined by the Association. A Member's duty to pay annual assessments shall commence with acceptance of a deed to a lot, acquisition of fee simple title to a lot by any other means, or execution of a land contract by which a lot is purchased from the Developer. The payment of an assessment shall be in default if such assessment, or any part of the assessment, is not paid to the Association in full on or before the due date for the payment. Assessments in default for fifteen or more days shall bear interest from the initial due date at the rate of fourteen (14%) percent per year until each installment is paid in full. Each Member (whether one or more persons) shall be, and remain, personally liable, both jointly and severally, for the payment, including attorney's fees pertinent to his or her lot. Payments on account of installments of assessments in default shall be applied as follows: first, the cost of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments in default in order of their due dates.

**2.5 No Exemption.** No Member may exempt himself or herself from liability for his or her contribution towards the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his or her lot.

**2.6 Collection of Assessments.** The Board of Directors of the Association may agree, in writing, to allow an owner to make installment payments of the assessments that are due. Such agreement is valid only if it is in writing and signed by the Treasurer and one other current member of the Board. While the owner is current under the payment plan, he shall be considered to be paid current on assessments and shall be allowed to vote at all meetings of the Association.

The Association may enforce collection of delinquent assessments by notifying the Owner's mortgage company of the default. The Association may also enforce collection by filing a lien against the lot. Such lien shall be subordinate to the lien of any unpaid property taxes or any first mortgage on the lot. Sale or transfer of the lot shall not extinguish the assessment lien unless the sale or transfer is pursuant to mortgage foreclosure or any proceeding in lieu of foreclosure and the assessment became due prior to such sale or transfer.

The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of its lien to secure payment of assessments. Each Lot Owner/Member, and every other person who from time to time has any legal interest in the Subdivision, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated here by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Each Member, and every other person who from time to time has any interest in the Subdivision, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which assessment are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Member acknowledges that at or before acquiring title to such lot, he or she was notified of the provisions of this section and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings hearing on the same prior to the sale of the subject lot. Notwithstanding, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of fourteen days after mailing, by first class mail, postage prepaid, addressed to the delinquent Member(s) at his or her last known address of a written notice that one or more installments of the annual assessment or any special assessment levied against the pertinent lot is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within fourteen days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth:

- (a) The affiant's capacity to make the affidavit;
- (b) The statutory and/or other authority for the lien;
- (c) The amount outstanding exclusive to interest, costs, attorney fees and future assessments;

(d) The legal description of the subject lot(s); and

(e) The name(s) of the owner(s) of record.

Such affidavit shall be recorded in the Office of the Register of Deeds in the county which the Subdivision is located prior to the commencement of a foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the 14-day period, the Association may take remedial action available to it or under Michigan law. The expenses incurred in collecting unpaid assessments, including interest, costs, actual reasonable attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to a Member in default and shall be secured by a lien on his or her lot. In the event of default by a Member in the payment of any installment of the annual assessment or any special assessment levied against his lot, the Association may declare all unpaid installments of the assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue furnishing any services to a Member in default upon fourteen days' written notice to such Member. A Member in default shall not be entitled to utilize any of the general Common Elements and may not vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the lot from the owner or any persons claiming under the owner.

**2.7 Effect on mortgage Lien.** Notwithstanding any other provisions of the Subdivision Documents, the holder of any first mortgage covering any lot in the Subdivision which comes into possession of the lot pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged lot which accrue prior to the time such holder comes into possession of the lot, except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such unpaid assessments or charges to all lots including the mortgaged lot.

**2.8 Obligations of Developer.** Until such time as the regular monthly assessments paid by Homeowners Members other than the Developer shall be sufficient to support the total costs of administration (excluding reserves), the Developer shall pay the balance of such administrative costs on account of the lots owned by it, whether constructed or not.

After regular monthly assessments paid by Members other than the Developer are sufficient to support the total costs of administration (excluding reserves), the Association shall assess the Developer for actual costs, if any, incurred by the Association that are directly attributable to lots owned by the Developer, together with a pro-rata share of costs of administration ( other than costs attributable to maintenance of dwellings), such as legal fees, accounting fees, liability insurance premiums and maintenance of the landscaping, drives and walks. However, if a lot owned by Developer is leased or otherwise occupied on a permanent basis by a person holding under or through the Developer, the Developer shall pay all regular monthly assessments with respect to such lot forthwith.

**2.9 Statement Regarding Assessments.** Pursuant to the provisions of the Act, the Purchaser of any Subdivision lot may request a statement of the Association as to the outstanding amount of any unpaid Association assessments against that lot, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the Purchaser holds the rights to acquire a lot (or a proper memorandum thereof), the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist. The statement shall be binding upon the Association for the period stated. The Association's lien for assessments as to the lot shall be deemed satisfied upon the payment of that sum within the period stated. However, the failure of a Purchaser to request such statement at least seven days prior to the closing of the purchase of such lot, shall render any unpaid assessments and the lien securing same, fully enforceable against such Purchaser and the lot itself, to the extent provided by law.

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

### **Article III Arbitration**

Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Subdivision Documents, or any disputes, claims or grievances arising among or between Homeowners and the Association shall be submitted to and resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time. A judgment upon the arbitration award so obtained may be entered in a court of competent jurisdiction. This provision does not apply to disputed arising from unpaid assessments.

### **Article IV Insurance**

**4.1 Extent of Coverage.** The Association shall, to the extent appropriate in light of the nature if the Common Elements of the Subdivision, carry a liability insurance with the policy limit of \$2,000,000.00; this shall be accomplished through a \$1,000,000.00 commercial general liability policy and a \$1,000,000.00 commercial umbrella policy, such policies will encompass coverage of the lake, Association Officers and Directors, all buildings, signs and Association – approved committees or clubs within the Association. The City and County will be listed as additional insured’s per the Maintenance Agreement. The Board may obtain any other insurance it may deem applicable, desirable or necessary, and pertinent to the ownership, use and maintenance of the Common Elements and administration of the Subdivision. Each Member shall be obligated and responsible for obtaining fire and extended coverage, and vandalism and malicious mischief insurance with respect to buildings and other improvements constructed or to be constructed therein or thereon or elsewhere in the Subdivision. Each Member shall also be obligated to obtain insurance coverage for personal liability for occurrences within the perimeter of the Homeowner’s Member’s lot. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage required to be carried by a Member. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

**4.2 Indemnification.** Each Member shall indemnify and hold harmless every other Member, the Developer and, the Association and other residents from all damages and costs, including attorney’s fees, which they may suffer as a result of defending a claim arising from an occurrence on or within the Member’s lot. Each Member shall carry insurance to secure this indemnification. This section shall not be construed to give any insurer subrogation rights or other rights or claims against any individual Member. The association and all Members shall use their best efforts to cause all property and liability insurance carried by them to contain appropriate provisions where the insurer waives its right of subrogation as to claims against any Member of the Association.

**4.3 Personal Liability Insurance.** Due to the high risk nature of being associated with a Lake it is highly recommended that each individual owner on or off the lake retain individual insurance to cover their liability in the event of a law suit. It is recommended that each homeowner whose lot abuts the lake, retain \$1,000,000.00 of additional liability coverage to limit the Association’s exposure to a lawsuit.

### **Article V Reconstruction or Repair**

**5.1 Reconstruction.** If the Subdivision or any of its Common Elements are destroyed or damaged, in whole or in part, and the proceeds of any policy insuring the same and payable by reason of such destruction or damage are sufficient for reconstruction, then such proceeds shall be applied to the reconstruction. As used here, reconstruction means restoration of the Common Elements in accordance with the plans and specifications for the Subdivision to a condition as comparable as possible to the condition existing prior to the damage, unless the Members and Mortgagees shall unanimously decide otherwise. If insurance proceeds are not sufficient to defray the estimated cost of reconstruction or repair, or if at any time during such reconstruction or repair the funds for the payment of the cost are insufficient, assessment shall be made against all Homeowners for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay for the costs of reconstruction or repair. If damage to the Common Elements adversely affects the appearance or utility of the Subdivision, the Association

shall proceed with repair or replacement of the damaged property without delay. Each Member shall be responsible for all maintenance, repair and replacement required within his or her lot.

**5.2 Eminent Domain.** The following provisions shall control upon any taking by eminent domain:

- (a) In the event of any taking of an entire lot by eminent domain, the award for such taking shall be paid to the Member of such lot and the Mortgagee, as their interests may appear. After acceptance of such award by the Member and his or her Mortgagee, they shall be divested of all interest in the Subdivision lot. In the event that any condemnation award shall become payable to any Member whose lot is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Member and his or her Mortgagee, as their interests may appear.
- (b) If there is any taking of any portion of the Subdivision other than any lot, the condemnation proceeds relative to such taking shall be paid to the Members and their Mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than two-thirds percent of the Owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appreciate.

**5.3 Priority.** Nothing contained in the Subdivision Documents shall be construed to give a Member, or any other party, priority over any rights of first Mortgagees of lots pursuant to their mortgages in the case of a distribution to Members of insurance proceeds or condemnation awards for losses to or taking of lots and/or Common Elements.

## **Article VI Restrictions**

**6.1 Residential Purposes.** No lot shall be used for other than single-family residential purposes.

**6.2 Character and Size of Buildings.** All buildings constructed within the Subdivision shall meet the conditions provided in the Declaration of Restrictions.

- (a) Construction of any residence shall be completed within 12 months after commencement. The repair of any residence damaged by fire or otherwise shall be completed as rapidly as possible and should the Homeowner fail to make substantial progress for a period of four (4) months, then the Association or its agents or assigns are authorized to either tear down and clear from the lot the uncompleted portion of such structure or to complete the same, at their option, and in either event, the expense incurred shall be charged against the Member's interest and shall become a lien on the lot upon which the residence is located; subject to collection or enforcement in the same manner set forth in Section 2.6, above.
- (b) Temporary buildings of any kind are expressly prohibited and temporary residence or occupancy shall not be permitted.
- (c) No old or used buildings of any kind shall be moved to or reconstructed on any Lot.
- (d) All sewage shall be disposed of through a septic or sanitary sewer system of such type and installed in such manner as shall be approved by the Macomb County Health Department and authorities of the Michigan State Health Department.

**6.3 Activities on Property.** The provisions set forth below are intended to complement the Declaration of Restrictions. All activities conducted in the Subdivision shall conform to local ordinances and the following requirements. In the event of a conflict between the Subdivision Documents, the following shall be the order of priority: (1) the Bylaws; (2) Declaration of Restrictions; and (3) Maintenance Agreement.

No portion of the Subdivision shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers properly concealed from public view.

- (a) No immoral, improper, unlawful or offensive activities shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood or adjoining residences, nor shall any unreasonably noisy activity be conducted on any portion of the Subdivision.
- (b) A homeowner may not use a lot for commercial purpose as dictated in the Declaration of Restrictions.
- (c) Any parking of boats, trailers, motor homes and the like must comport with local ordinances.
- (d) The Association shall not prohibit a Homeowner from displaying a United States flag of a size not greater than 5 feet x 7 feet anywhere on the exterior of the structures on the lot. The Association shall not enforce a prohibition in existence before the effective date of this section on or after that effective date. Homeowner shall also observe other rules of flag etiquette, such as not flying a flag before dawn or after dusk, unless it is lit, etc.
- (e) Any outbuilding/shed constructed after the effective date of these Bylaws shall match the primary colors and style of the house (Steel/Aluminum sheds are not allowed), shall not be greater than 12 feet x 16 feet and not more than 1 story tall, shall meet all municipal building codes and be approved by the Board prior to construction. No new outbuildings/sheds shall be constructed on the lake lots (Lots 22-31, 62-77, and 78-83, Inclusive). Homeowners are not allowed to put their outbuildings/sheds on any Common Element.
- (f) Fences constructed on a lot shall be maintenance free. Vinyl/aluminum wrought iron style fences are acceptable. Chain link fences must be vinyl coated and of earth tone colors. Steel/aluminum chain link fences are prohibited. No fences are allowed on the lake lots (Lots 22-31, 62-77, and 78-83 Inclusive), except as required by city/state requirement around inground pools. All fences installed prior to the date of this document shall be grandfathered and permitted in their present condition. No fences are allowed on or over the berm along County Line Road (Lots 1, 39,102, 103, 104, 111, 112 and 113). Fences are not allowed on or over the berm along 25 Mile Road (Lots 47-60 and 114-118, inclusive). The Association must approve any fence in the subdivision prior to installation.
- (g) Only domestic pets may be maintained in the Subdivision.
- (h) Swimming pools must be in ground for lake lots (Lots 22-31, 62-77, and 78-83, Inclusive). No above ground pools are permitted on the lake lots. No swimming pools may be built which is higher than four (4) feet above the existing lot grade. No swimming pools shall be located in the front or side yard of any lot.
- (i) Side yards are also acceptable for air conditioning compressors provided they are no closer to the front lot line than the house constructed on the lot and are maintained as close to the home as code allows or no more than 18 inches away from the home in the event no code prevails.

**6.4 Conservation.** Upon the completion of the residence on any lot, the Homeowner of the lot shall cause it to be finished –graded and seeded or sodded, except for the landscaped areas containing shrubbery, trees, ground cover, or other plantings, as soon after completion as weather permits. All landscaping shall be of in conformance with the Declaration of Restrictions.

**6.5 Building Set-Backs.** All structures shall be located so as to conform to all applicable building codes.

**6.6 Common Elements.** All Common Elements are open to Subdivision residents. These areas include the area around the entire lake from approximately 4 feet below the light posts to the waters' edge and the entire lake, the lake park on the corner of Orchard Lake and Pine Street and the Lake park one lot South of North Pointe Drive on Orchard Lake Drive.

**6.7 All Common Elements have been surveyed (by Lehner and Associates)** and have survey irons at all corners of and points that vary from a straight line. These irons are the property of the Association and cannot be removed.

If a property line is ever required to be ascertained a line can be run to each consecutive iron to achieve the true property line.

- The NW lake park contains the following irons: 3 along the lot74 boundary (both corners and 1 at the center), 2 along the lake boundary (both corners), 2 along the lot 75 boundary (both corners and 2 along the Orchard Lake Drive boundary (both corners).
- The SE lake park contains the following irons: 2 along the lot 31boundary (both corners), 2 along the Orchard Lake Drive boundary (both corners), 2 along the Pine Street Boundary (both corners), 2 along the lot83 boundary (both corners) and 2 along the lake boundary (both corners).
- The 2.5-acre park contains the following irons: 1 at the rear yard of lot 61, 1 at the SW corner of the park and 1 in the rear yard of lot 41.
- The entrance to the 2.5-acre park contains the following irons: 2 along the lot 18 boundary and two along the lot 17 boundary.
- The Western Boundary contains irons extending in a straight line from the 2.5-acre park iron in the rear yard of lot 41 to 25 Mile Road.
- The Northern Boundary contains irons in a straight line located on property line approximately 1 foot south on the sidewalk from the NW corner of lot47 to the NE corner of lot 113.
- The Eastern boundary contains irons in a straight line located on property line approximately 1 foot west of the sidewalk from the NW corner of lot113 to the SE corner of lot 1.
- The Southern Boundary contains 2 irons at the SE corner of the 2.5-acre park in the rear yard of lot 16.
- Orchard Lake contains irons at the lakeside of each lot. These irons in general are approximately 3 to 4 feet away from the light poles on the lakeside of the property.

**6.8 Encroachments into Common Elements.** Any encroachment into a Common Element will be dealt with through one written warning, 30days thereafter followed by removal of the item that is encroaching on or in the Common Element. Any expense that accompanies removal of an item will be charged to the person or home encroaching on the common area in accordance with the laws of the State of Michigan.

**6.9 Swimming.** Any person swimming in the lake is doing so at his or her own risk and the Association shall not be liable for injury. All diving boards, rafts (other than inflatable air mattresses), trampolines and other platforms that can be used for diving, are strictly prohibited.

**6.10 Boats.** Only Members whose lots abut the lake (Lots 22-31, 62-77 and 78-83, Inclusive), may store or beach boats at the lake overnight.

**6.11 Fishing/Ice Fishing.** Fishing is allowed at your own risk provided the person fishing is in possession of a legal Michigan fishing license. Ice fishing is allowed at your own risk. Orange plastic safety fence must be erected in a ten-foot radius around the hole to assure people know of its presence. The hole in the ice must be covered by a piece of wood and the fence must remain in place until 4 inches of ice have sealed the hole. No more than two ice fishing holes will be allowed on the lake at anytime. No permanent ice shanties are allowed; a shanty must be removed at the end of each day.

**6.12 Residents Only.** All Common Elements are for Subdivision residents and their invited guests only. It is each resident's responsibility to neighborly question people they do not recognize in Common Elements. If the people are not Subdivision residents or invited guests of a resident then they should be asked to leave. If they disobey they should be considered trespassers and the authorities should be called to deal with the situation. Residents being

questioned should remember the person questioning you is a neighbor and is doing so to protect, the Association and its Members, including you, should a trespasser get injured. Any person questioning someone's residency should do so in a friendly fashion.

**6.13 Regulations.** Reasonable regulations concerning the use of the Common Elements, consistent with Michigan law, and the Subdivision Documents, may be made and amended from time to time by the Board of Directors. Copies of all such regulations and amendments shall be furnished to all Members and shall become effective thirty days after mailing or delivery to the Members. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent of all Owners.

**6.14 Responsibility for Actions.** Each Member shall maintain his or her lot in a safe, clean and sanitary condition. Members who border the lake or other Common Elements must keep the Common Elements they border clean and uncluttered. Each Member shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any lots which are appurtenant to or which may affect any other lot. Each Member shall be responsible for damages to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or her, his or her assigns, tenants, agents, invitee or licensees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Member shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Member in the manner provided in Article II of these Bylaws.

**6.15 Leasing.** With the prior written consent of the Board of Directors, and subject to Section 6.19(b) below, an Owner Member may lease his or her lot for the same purpose set forth in Section 6.1 of these Bylaws, except that no Member shall lease less than the entire lot. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Subdivision Documents. The Association, to the extent of any lots owned by the Association, may lease any number of lots in the Subdivision in its discretion and may do so for periods that shall also be within their discretion.

**6.16 Sale or Long Term Leasing of Common Elements.** The Association or residents may not sell any Common Elements in the Subdivision. The Association or residents cannot engage in any long-term lease of the Common Elements in the Subdivision.

**6.17 Reservation of Common Elements.** Residents of the Subdivision, with the Board's approval, may use the Southeast or Northwest lake parks for single day special events. The Association may also use the parks for events. The Association shall not serve alcohol at its events. The boundary of those events will be the park lot lines to the light posts located along the lake. Clean up is the responsibility of the renter. A \$100 refundable deposit is required to ensure the parks are adequately cleaned.

**6.18 Landscaping.** No Member shall perform any landscaping or plant any trees, or shrubs upon any Common Elements, unless approved by the Board of Directors in writing. No Homeowner shall install landscaping on a corner unit that interferes with visibility at the intersection. For owners whose lots back up to 25 Mile Road, all plantings installed on the berm must be consistent with the plantings on the berm that backs to County Line Road. Homeowners must comply with other landscaping requirements set forth in the Declaration of Restrictions, at paragraph 29. No landscaping such as trees, shrubs, etc. may be added or removed from the berm along 25 Mile Road or County Line Road without approval of the North Ridge Homeowners Association Board.

**6.19 Facilitation of Access or Movement for Handicappers; Limitations.**

- (a) A Member may improve or modify his or her lot, including or modifying Common Elements and the route from the public way to the door of the Member's lot, at his or her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the lot for handicappers, or to alleviate conditions that could be hazardous to handicappers. The improvement or modification may be made notwithstanding prohibitions and restrictions in the Subdivision Documents, but shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall

be made in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.

- (b) An Improvement or modification allowed by this section that affects the exterior of a lot shall not unreasonably prevent passage by other residents of the Subdivision. A Member who has made exterior improvements or modifications allowed by this section shall notify the Association in writing of the Member's intention to convey or lease his or her lot to another, not less than forty-five (45) days before the conveyance or lease. Not more than 30 days after receiving such notice from a Member under this subsection, the Association may require that the Member remove the improvement or modification, at the Member's expense, prior to the conveyance or lease. If the Member fails to give timely notice of a conveyance or lease, the Association at any time may remove or require the Member to remove the improvement or modification, at the Member's expense. However, the Association may not remove or require the removal of an improvement or modification if an Member conveys or leases his or her lot to a handicapper who needs the same type of improvement or modification, or to a person whose parent, spouse or child and resides with the person, requires the same type of improvement or modification, and resides with the person.
- (c) If an Member makes an exterior improvement or modification allowed under this section, the Homeowner shall maintain liability insurance, underwritten by an insurer authorized to do business in this state, in an amount adequate to compensate the Association for personal injuries caused by the exterior improvement or modification.
- (d) Before making an improvement or modification allowed by this section, the Member shall submit plans and specifications for the improvements or modifications to the Association for review and approval. The Association shall determine whether the proposed improvement or modification conforms to the requirements of this section. If the Association denies a proposed improvement or modification, the Association shall list, in writing; the changes needed to make the proposed improvement or modification conform to the requirements of this section, and shall deliver that list to the Member. The Association shall approve or deny the proposed improvement or modification not later than 60 days after the plans and specifications are submitted. If the Association does not approve or deny plans and specifications within 60-day period, the Member may make the proposed improvement or modification without the approval of the Association.
- (e) As used in this section, "handicapper" means that term as defined in Section 2 of the state of construction code act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125.1502 of the Michigan Compiled Laws.

**6.20 Enforcement of Restrictions.** The Association shall be entitled to enforce these restrictions through all legal and equitable means available. The Association shall be entitled to recover, from an Owner who violates these restrictions, all costs associated with their enforcement, including the Association's actual attorney's fees.

## **Article VII Amendments**

**7.1 Amendments:** The Declaration of Restrictions and there Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in this section.

**7.2 Meeting.** Upon any such amendment being proposed by a minimum of ten (10) Members, a meeting for consideration of the same shall be duty called in accordance with the provisions of these Bylaws.

**7.3 Vote Required.** The Association may amend the Declaration of Restrictions and these Bylaws at a regular annual meeting, or at a special meeting called for such purpose, by an affirmative vote of not less than fifty-one (51%) percent of all Owners present or represented at such meeting, whether they are present in person, by proxy or by written vote.



**7.4 Effective Date of Amendments.** An amendment to these Bylaws shall be effective thirty days after adoption.

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

### **Article VIII Definitions**

All terms used here shall have the meaning commonly attached to such terms, unless a definition is otherwise stated in these Bylaws, the Declaration of Restrictions or by Michigan law.

### **Article IX Remedies for Default**

**9.1 Remedies.** Any default by an Member (other than in the payment of assessments) shall entitle the Association or another Homeowner or Homeowners to the following relief:

- (a) The member shall receive written notice of the first violation;
- (b) As used in this section, "handicappers" means that term as defined in Section 2 of the state construction code act of 1972, being Section 125.1502 of the Michigan Compiled Laws.
- (c) All second violations shall be fined \$100.00, which may be added to the Member's assessments and collected in the same manner.
- (d) In addition, failure to comply with any of the terms or provisions of the Subdivision Documents shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by aggrieved Member.
- (e) If any proceeding arising because of an alleged default by any Member is successful, the Association shall be entitled to recover the costs of the proceeding and such attorney's fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any Member be entitled to recover such attorney's fees.
- (f) The violation of any of the provisions of the Subdivision Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any lot, where reasonably necessary, and summarily remove the abate, at the expense of the Member in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Subdivision Documents.

**9.2 No Waiver.** The failure of the Association or of any Member to enforce any right, provision, covenant or condition which may be granted by the Subdivision Documents shall not constitute a waiver of the right of the Association or of any such Homeowner to enforce such right, provision, covenant or condition in the future.

**9.3 No Election of Rights.** Any right, remedy and privilege granted to the Association or any Member pursuant to any terms, provisions, covenants or conditions of the Subdivision Documents shall not be deemed to constitute an election of remedies, nor shall it preclude any part thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

**Article X  
Severability**

In the event that any of the terms, provisions or covenants of these Bylaws or the Subdivision Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or enforceable.

**Article XI  
Adoption of Deed Restrictions & Maintenance Agreement**

The Declaration of Restrictions is incorporated by reference and adopted in their entirety as Article I of the Bylaws of this corporation.

The Maintenance Agreement is incorporated as signed and documented on October 29, 1997 by the City of New Baltimore and the Association.

**Article XII  
Meetings**

**12.1** Meetings of the Association shall be held at suitable place convenient to the Members as designated by the Board of Directors.

**12.2** Voting shall be based on one vote per lot, regardless of the size of the home, if any, erected on the lot, or the number of persons or households inhabiting the home. The owners of each lot shall designate one representative to vote on behalf of that lot.

**12.3** Meetings of the Association shall be conducted in accordance with Roberts Rules of Order manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Subdivision Documents or the laws of the State of Michigan.

**12.4** The annual meeting of the Association shall be held in September on a date and place to be determined by the board. A notice of any meeting shall be posted at the community flyer box 10 days prior to a meeting and left posted until the meeting has been completed. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Article III of these Bylaws. The Owners may also transact at annual meetings such other business of the Association as may properly come before them.

**12.5** It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by one-third in number of the Owners presented to the Secretary of the Association. Notice of any special meeting shall state the time, place and purposes of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

**12.6** It shall be the duty of the Secretary, or other Association officer in the Secretary's absence, to serve notice of each annual or special meeting, stating the purpose as well as the time and place where it is to be held, at least 10 days but not more than 60 days prior to such meeting. Notice shall be placed in each Association flyer box located next to each mailbox cluster.

**12.7** If any meeting of Owners cannot be held because a quorum is not in attendance, the Owners who are present may adjourn the meeting to a time not less than six days and not more than thirty (30) days from the time the original meeting was called. Notice of the adjourned date shall be given as required in Section 12.4 above, except notice shall be given at least two days prior to such adjourned meeting. At any adjourned meeting that has been called for failure of a quorum at an originally scheduled meeting, the quorum requirement shall be reduced to 20 percent of all Owners.

**Article XIII**  
**Board of Directors**

The affairs of the Association shall be governed by a Board of Directors, (consisting of three directors at large and four (4) officers with each having equal voting rights) all of whom must be Members of the Association or officers, partners, trustees, employees or agents of Members. Only one (1) member of each household may serve on the Board at any given time. The Board of Directors shall be elected at each annual meeting of the Members of the Association and the Directors/Officers shall hold office until their successors have been elected and take office. Directors and Officers will each serve for two (2) years and the election of Officers and Directors will be alternated every other year, to prevent the loss of all Officers and Directors in a given year. The directors at large and the officers shall each be referred to as a "Director".

**13.2** The Board of Directors shall have the powers and duties set forth in these Bylaws.

**13.3** Vacancies in the Board of Directors caused by a reason other than the removal of a Director by a vote of the Members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person elected shall be a Director until a successor is elected at the next annual meeting of the Association.

**13.4** At any duly called regular or special meeting of the Association. Any one or more of the Directors may be removed with or without cause by a majority of the Owners. A successor may then and there be elected by the Owners to fill the vacancy created. A Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

**13.5** The first meeting of a newly elected Board of Directors shall be held within 30 days of election at a place to be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present at the meeting.

**13.6** Regular meetings of the Board of Directors may be held at times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Thereafter, the Board of Directors shall meet at least once during each quarter (i.e. January-March, April-June, July-September, October-December). Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone, email or telegraph, at least ten (10) days prior to the date named for such meeting.

**13.7** Special meetings of the Board of Directors may be called by the President on three days' notice to each Director, given personally, by mail, or telephone, which notice shall state the time, place and purpose of the meeting. The President or Secretary shall call special meetings of the Board of Directors in like manner and on like notice on the written request of one Director.

**13.8** Before, after or at any meeting of the Board of Directors, any Director may, in writing, waive notice of the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board of Directors shall be deemed a waiver if notice of the time and place by the attending Director. If all the Directors are at any meeting of the Board, no notice shall be required and any business may be transacted at such a meeting.

**13.9** At all meeting of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. It, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any adjourned meeting, any business, which might have been transacted at the meeting as originally called, may be transacted without further notice. Joinder of a Director in the action of a meeting by signing and concurring in the minutes of the meeting, shall constitute the presence of the Director for the purposes of determining a quorum.

**13.10** The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall fidelity bonds. The premiums of such bonds shall be expenses of the administration.

**13.11** E-mail or Telephone voting on issues between meetings is acceptable provided the following format is adhered to:

1. One officer makes a motion.
2. The motion is e-mailed or otherwise relayed to all Officers and Directors.
3. The President calls all Officers and Directors alerting them to vote.
4. Another Officer or Directors must second the issue.
5. The President sets a date and time for voting, and opens the floor for debate.
6. The President closes the floor to debate and requests a vote at the prescribed time.
7. Not all Officers are required to vote.
8. Four affirmative votes shall carry the motion.

#### **Article XIV Officers**

The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer. Each Officer shall have an equal vote on all issues with the directors at large. The Secretary and Treasurer may appoint assistants to help them with their duties. No one person may hold more than one office within the Association.

**14.2** The Officers of the Association shall be elected every other year, (alternating years with the election of directors at large) by the Members at the annual meeting of the Association and shall hold office for the following two years.

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

**14.4** The Vice-President shall take the place of the President and perform duties whenever the President shall be absent or unable to act. If neither the President or Vice-President is able to act, the Board of Directors shall appoint some other Member of the Board to do so on an interim basis. The Vice-President shall also perform other duties as shall from time to time be imposed upon him or her by the Board of Directors.

**14.5** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes all meetings of the Members of the Association; and shall have charge of the corporate seal and of any books and papers as the Board of Directors may direct; and shall, in general, perform all duties incidental to the office of Secretary.

**14.6** The Treasurer shall have the responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all the receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

**14.7** The Officers shall have any other duties, powers and responsibilities that the Board of Directors shall from time to time authorize.

#### **Article XV Seal**

The corporation shall have a seal.

**Article XVI**  
**Finance**

**16.1** The finances of the Association shall be handled in accordance with the Subdivision Documents.

**16.2** The Association's fiscal year shall be the calendar year, unless the Directors determine an alternative period.

**16.3** The funds of the Association shall be deposited in a bank or other depository as may be designated by the Directors and shall be withdrawn only upon the check or order signed by those officers, employees, or agents as are designated by resolution of the Board of Directors from time to time. All expense reimbursements shall be approved by the President and the Treasurer. In the event that the reimbursement is submitted by either the President of the Treasurer, then it shall be approved by the other officer and one director.

**Article XVII**  
**Compliance**

These Bylaws are set forth to comply with the requirements of Michigan law, and with the duly recorded Declaration of Restrictions of the Subdivision. In case any of these Bylaws conflict with the provisions of law or with the provisions of the Declaration of Restrictions, the Bylaws shall be controlling.