

# Southpointe Square Homeowners Association Amended Bylaws 2020

## Article I

### Purpose

The purposes for which this non-profit incorporated Association are: a) To enforce all deed restrictions, for Southpointe Plats 1,2,3, and 4 and all regulations contained therein or which may be promulgated with respect to the Master Deed Restrictions including the right to pursue legal action to enforce restrictions and regulations; b) to construct, improve, maintain, alter all common spaces, easements, right-ways, boulevards common lands, which it may own or control; c) To collect dues and dispose funds.

In furtherance of such purposes, this Association shall promote and maintain the safety, property values and general well-being of the members located within Southpointe Square Plats 1,2,3, and 4.

## Article II

### Association of Homeowners

Southpointe Square Plats 1,2,3, and 4 is a Residential Subdivision located in Monroe Charter Township, Monroe County, Michigan. All four (4) plats shall be administered by one Association of homeowners to be known as "The Southpointe Square Homeowners Association". The Association, therein after called the **Association**, organized under the applicable laws of the State of Michigan, and responsible for management, maintenance, operation and administration of the common elements, easements and affairs of the Residential Subdivision in accordance with Master Deed Restrictions and laws of the State of Michigan. These Bylaws shall constitute the Residential Bylaws as referred to in the Master Deed Restrictions. Each property owner and or lot owner shall be entitled to membership.

The share of a Homeowner in funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as appurtenance to their site. The Association shall keep copies of the current Master Deed Restrictions and other Residential Documents for the Residential Subdivision available at reasonable hours to Association members in good standing, prospective purchasers and mortgagees of lots or properties in this Residential Subdivision. The Association's board shall publish most current Bylaws on the Association's web site. All Homeowners in the Residential Subdivision and all persons using or entering upon or acquiring any interest in any properties or lot there in or common elements there of shall be subject to provisions and terms set forth in the aforesaid Residential Subdivision documents.

### **Article III**

#### **Members**

**Section 1. Eligibility:** Every person or entity owning legal or equitable title to any legal property or lot within the Southpointe Subdivision shall be eligible for membership in the Association, and no other person or entity shall be eligible for membership.

**Section 2. Active Members:** Notwithstanding Section 1, of this Article III, only eligible individuals who are currently paid any dues and or assessments levied by the Association within the time periods for making such payments shall be considered active members of the Association. Only active members shall be eligible for election or appointment as directors or officers of the Association, or membership on any Association committee. Only active members shall be eligible to vote on any matter coming before the Association for decision. As used herein; the term "member" means only an active member. Any past due or delinquent assessments and or dues shall be sought be brought current to be an active member.

### **Article IV**

#### **Dues and Assessments**

**Section 1. Dues and Assessments Against Lots and Homeowners:** All expenses arising from the management, administration, and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Residential Subdivision Documents shall be levied by the Association against the lots and properties and the owners thereof in accordance with the following provisions.

**Section 2. Assessments for Common Property:** All costs incurred by the Association in satisfaction of any liability arising from, caused by, or connected with the Common Property or the administration of the Residential Subdivision shall constitute expenditures affecting the administration of the Residential Subdivision, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Homeowners against liabilities or losses arising within, caused by, or connected with the Common Property or administration of the Residential Subdivision shall constitute receipts affecting the administration of the Residential Subdivision. Assessments shall be based on the annual budget.

**Section 3. Determination of Assessments:** Assessments shall be determined in accordance with the following provisions:

A) Budget: The Board of Directors of the Association shall establish an annual budget in advance of each fiscal year and such budget shall project all estimated expenses for the forth coming year which may be required for the proper operation, management, and maintenance of the common property, including any contingencies and reserves as require by law. An adequate reserve fund for maintenance, repairs, and replacement of those common property that must be maintained on a periodic basis shall be funded by regular annual payments as set in section four (4). At a minimum, the reserve fund shall be qual to ten percent (10%) of the Association's current annual budget as required by state law. The reserve fund shall not be cumulative. Upon the adoption of an annual budget by the Board of Directors, copies of the budget shall be held by the Board Secretary and published on the Association's web site each year. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: 1)that assessments levied are or may prove to be insufficient to pay the costs of operation and or maintenance of common property, 2) to provide for the replacement of common property, 3) to provide additions to the common property not exceeding one thousand dollars (\$1,000.00) annually for the entire common property,4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment as it shall deem to be necessary. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and members thereof and shall not be enforceable by any creditor of the Association or the members thereof.

B. Special Assessments. Special assessments, in addition to those required in subparagraph (A.) above, may be made by the Board of Directors from time to time and approved by the homeowners as herein provided to meet other needs or requirements of the Association, including, but not limited to: 1. Assessments for additions to common property at a cost exceeding one thousand dollars (\$1,000.00) for the entire year, 2) assessments to purchase a property or lot upon foreclosure of lien for assessments in section 7 hereof, assessments to purchase a lot for use as a park, or 4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in subparagraph B (but not those assessments referred in subparagraph 3 (A.) above, which shall be levied insole discretion of the Board of Directors) shall not be levied without the prior approval of more than fifty per cent (50%) of all active members in number.

The authority to levy assessments pursuant to subparagraph is solely for the benefit of the Association or members thereof.

**Section 4. Apportionment of Assessments and Penalty for Default:** Unless otherwise provided herein or in the Master Deed Restrictions, all assessments levied against the member to cover expenses of administration shall be apportioned equally among all homeowners and or lot owners in the residential subdivision known as Southpointe Square plats 1,2,3, and 4. They will be paid by the member of each property and or lot. Annual assessments as determined in accordance with Article IV, Section 3 (A.) above shall be payable by member on a schedule agreed by the Board of Directors, commencing with acceptance of a deed to or a land contract vendee's interest in a property or lot, or with the acquisition of fee simple title to a property or lot by any other means. The payments of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association on or before the due date for such payments. A late charge as agreed by the Board of Directors shall be assessed automatically by the Association upon any assessment in default for fifteen (15) days or more days until installment together with the applicable late charges is paid in full. Each member (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments, including fines for late payments, costs of collection, attorney fees, and enforcement of payment pertinent to their property which may be levied while such homeowner is the owner thereof. Payments on account of assessments in default shall be applied as follows: first to costs of collection and enforcement of payment, including attorney's fees; second to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. Fines for non-payment of assessments or late fines shall be developed and agreed by the Board of Directors.

**Section 5. Waiver of Use or Abandonment of Property or Lot:** No member may exempt themselves from their liability for their contribution toward expenses of administration by waiver of use or enjoyment of any common property or by the abandonment of their property or lot.

**Section 6. Notice of Dues and Assessments:** The Board of Directors shall cause a notice of any dues and or assessments of members to be delivered by first class United States mail, and or posted on the Association web site, to the last known address with the Board. The address notification shall be in accordance with Article IX, Section 3.

**Section 7. Enforcement:** **A) Remedies.** The Association may enforce collection of delinquent assessments by a suit at law for a money judgement or by foreclosure of statutory lien that secures payments of assessments. In event of default by any member in payment of any dues of annual assessment levied against their property or lot, the Association shall have the right to declare all unpaid annual assessments for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any services to a property or lot owner in default upon seven (7) day's written notice to such owner/s of its intention to do so. Any owner in default shall not be entitled to utilize any common property of the residential subdivision and shall not be entitled to vote at any meeting or be proxy so long as such default continues; provided, however, this provision shall not deprive any owner of ingress or egress to and from their property. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the property or lot from the owner thereof or any persons claiming under them. The Association may elect to recover any additional legal fees associated with these remedies. **B) Foreclosure Proceedings.** Each owner, and every other person who from time to time has any interest in the property, shall be deemed to have granted to the Association the unqualified right to elect foreclosure the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosures of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each owner and every other person who time to time has any interest in the properties, shall be deemed to have authorized and empowered the Association to sell or to cause to receive, hold and distribute the proceeds of such In accordance with the priorities established by applicable law. Each member acknowledges that at the time of acquiring title to such property or lot, they were notified of provisions of this subparagraph and that they voluntarily, intelligently, and knowingly waiver notice of any proceedings brought by the Association to foreclosure any advertisement the lien for non-payment of assessments and a hearing on the same prior to sale of subject property. **C) Notice of Action:** Notwithstanding the forgoing, neither a judicial foreclosure action nor a suit at law for money judgement shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent owner (s) at their last known address, of a written notice that one or more assessments of annual assessment levied against the pertinent owner is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing or such other plan agreed by the Association's Board of Directors.

Such written notice shall be accompanied by written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees, and future assessments, (iv) the legal description of the subject property (s) and (v) name (s) of the property owners of record. Such affidavit shall be recorded in the office of the County Register of Deeds in the county in which the subdivision is located prior to commencement of any foreclosure proceedings, but in need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall notify the delinquent owner and inform them that they request a judicial hearing by bring suit against the Association. **D) Expenses and Collection:** The expenses incurred in the collecting of unpaid assessments, including interest, costs, actual attorney's 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 the owner in default and shall be secured by lien on their property or lot.

**Section 8. Liability of Mortgagee:** Notwithstanding any other provisions of the Master Deed Restrictions, the holder of any first mortgage covering any property in Southpointe Square subdivision which comes into possession of the property pursuant to the remedies provided in the mortgage or 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 property which became due after to the acquisition of title to the property (except for assessments that have priority over the first mortgage, and claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all owners including the mortgaged property).

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

**Section 10. Personal Property Tax Assessment of Association Property:** The Association may be assessed as the person or entity in possession of any tangible personal property of the residential subdivision or possessed in common by the Homeowners Association, and personal property taxes based thereon shall be treated as expenses of administration.

**Section 11. Mechanic's Lien:** A mechanic's lien otherwise arising under Act no. 497 of the Michigan Public Acts of 1980, as amended shall be subject to section 132 of the Act.

**Section 12. Statement as to Unpaid Assessments:** The purchaser of any property or lot may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire the property, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which shall be binding upon the Association for the period stated therein. Upon payment of that sum within the period stated, the Association's lien for assessment as to such property shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to closing of the purchase of such property render any unpaid assessments and the lien securing same fully enforceable against such purchaser and the proceeds of the sale thereof prior to all claims except real property taxes.

**Section 13. Default of Director:** if a member has been relieved of their position on the Board by virtue of a default hereunder, and such vacancy has not been filled, upon reinstatement as an active member such person shall again hold such position. If such vacancy has been filled, reinstatement as an active member shall entitle such person to such prior position.

## **Article V**

### **Arbitration**

**Section 1. Scope and Election:** Disputes, claims or grievances arising out of or relating to interpretation of the application of any residential document, or any disputes, claims or grievances arising among or between the member and the Association, upon the election and written consent of the parties to any such disputes, claims, or grievances (which consent shall include an agreement of the parties that the judgement of any Circuit Court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. The expense of arbitration shall be the responsibility of the member of the dispute, claim, or grievance not the Association.

**Section 2. Judicial Relief:** In the absence of the election and written consent of the parties pursuant to Section 1 of this act, no homeowner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claim, or grievances.

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

## Article VI

### Insurance

**Section 1. Extent of Coverage:**

- a) The Association shall, to the extent appropriate considering the nature of general common elements of the subdivision, carry insurance for liability. Any and all such persons or companies contracted to perform maintenance, construction, and repair of any common property under the control of the Association per the Master Deed shall be responsible to carry any and all insurance as required by the laws of the State of Michigan. Each member shall be obligated and responsible for obtaining fire and extended coverage, vandalism, and malicious mischief insurance with respect to the residence and all other improvements constructed or to be constructed within the perimeter of the residential site and personal property located therein or thereon, or elsewhere on the residential property. Each member shall be obligated to obtain insurance coverage for their personal liability for occurrences within the perimeter of their site or the improvements located thereon, and also for any other personal insurance that member wishes to carry. The Association shall under no circumstances have any obligation to obtain any insurance coverage required to be carried by a member.
- b) Insurance of common property: All common property of the subdivision shall be insured by the Association against perils, in an equal to current insurable replacement value as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier. It shall be each member's responsibility to determine the necessary for and to obtain insurance coverage or to be constructed within the perimeter of their residential property site and for any of their personal property.

**Section 2. Indemnification.** Each member shall indemnify and hold harmless every other member and the Association for all damages and costs, including attorney's fees, which such other member, or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual member property or other claim against any individual member.

**Section 3. Premium Expenses:** All premiums upon insurance purchased by the Association pursuant to these bylaws shall be expenses of administration.



**Section 4. Proceeds of Insurance Policies:** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in Association's account and distributed to the Association, provided, however, whenever repair or reconstruction shall be required as provided in Article VII of these bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring pair or construction shall be applied to such repair or reconstruction.

**Section 5. Authority of Association to Settle Insurance Claims:** Each member, by ownership of a property or lot in the subdivision shall be deemed to irrevocably appoint the Association as their true and lawful attorney-in-fact to act in connection with all matters concerning the Association's extended coverage and or liability insurance and other coverage, if applicable pertinent to the subdivision and comm on elements appurtenant thereto, with each insurer as may, from time to time, provide such insurance for the subdivision.

## **Article VII**

### **Reconstruction or Repair**

**Section 1.** If any part of the premises shall be partially or completely destroyed, the property shall be rebuilt or repaired, unless it is determined by vote of at least eighty percent (80%) of the members in the subdivision entitled to vote that the project shall be terminated.

**Section 2.** Anything to the contrary notwithstanding any roads not dedicated to the public, the storm drainage system, water system, or if applicable, the sewage system must be repaired or rebuilt if damaged as described in this section, unless otherwise agreed by Monroe Charter Township, Monroe County, Michigan.

## **Article VIII**

### **Restrictions**

All the sites in Southpoint Square Plats 1,2,3, and 4 shall be held, used and enjoyed subject to the Master Deed Restrictions of the subdivision as recorded with the Monroe County, Michigan Register of Deeds.

## Article IX

### Voting

**Section 1. Vote:** Except as limited in these bylaws, each member without outstanding dues, liens, or other expenses owed the Association shall be entitled to one vote for each residential property or lot owner.

**Section 2. Eligibility to Vote:** Each member shall be eligible to cast their vote as described in section 1 above. If challenged they must show proof of ownership in one or more properties or lot (s).

**Section 4. Quorum:** The presence in person or by proxy of thirty percent (30%) of the members in number and entitled to vote shall constitute a quorum for holding a meeting of the members of the Association. The presence in person or by proxy statements of members present at the annual meeting shall constitute a quorum, the presence of or proxy of thirty percent (30%) members at a special meeting shall constitute a quorum.

**Section 5. Voting:** Proxy votes shall not be cumulative, each vote at each separate meeting shall require a proxy vote for that specific meeting.

**Section 6. Majority:** A majority, shall consist of more than fifty percent (50%) of those members entitled to vote that are present at such meeting, and qualify under section 1.

## Article X

### Meetings

**Section 1. Place of Meetings:** Meetings of the Association shall be held at a suitable location to the Association members as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with procedures of Roberts Rules of Order, as such as possible, when not otherwise in conflict with or laws of the State of Michigan.

**Section 2. Annual Meetings:** Annual meetings shall be held each year and at such time and place determined by the Board of Directors in accordance with requirements of Article XII of these bylaws. The members may transact at the annual meeting such other business of the Association as may properly come before them.

**Section 3. Special Meetings:** 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 upon a petition signed by one third (1/3) entitled to vote presented to the Secretary of the Association. Notice of any special meeting shall state the date, time, location, and purpose of such meeting thereof. No other business shall be transacted at a special meeting except as stated in the notice.

**Section 4. Notice of Meetings:** 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 thereof as well as the date, time, and location where it is to be held. Notice shall be served by postings on the Association web site and any other means so approved by the Board of Directors. Notice of annual, special, and or regular board meetings shall be posted ten (10) days but not sixty (60) days prior to such meetings.

**Section 5. Order of Business:** The order of business at all meetings of the members shall be as follows: (a) roll call of all present (b) motion to approve preceding meeting minutes (c) President's report (d) Treasurer's report (e) Secretary's report (f) old business (g) new business (h) any other business added to the original agenda (i) adjournment. The meetings of the members shall be chaired by the most senior of the Association present at such meeting. For purposes of this section the order of seniority of officers shall be President, Vice-President, Treasurer, Secretary, and Director at Large.

**Section 6. Action Without Meeting:** Any action which may be taken at a meeting of the members (except for election or removal of Director) may be taken without a meeting by written ballot of members. Ballots shall be solicited in the manner as provided in Section 4 for giving of notice of meetings of members. Solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall constitute by receipt of all specifics of the notice as listed above.

**Section 7. Consent of Absentees:** The transactions of any meetings of the members, either annual or special, however called and notice, shall be valid as though being present at a meeting duly held after regular call or notice, a written waiver of notice by a member who does attend such meeting shall not release such member of their vote.

**Section 8. Minutes:** Presumption of Notice: Minutes or similar record of the proceedings of meetings of members, when approved by the Board of Directors, shall be presumed truthfully to evidence the matters set forth therein.

## Article XI

### Board of Directors

**Section 1. Number and Qualifications:** The Board of Directors shall be comprised of five (5) members in good standing, in accordance with the provisions of section 2 therein. The affairs of the Association shall be governed by a board of five (5) directors all who must be members of the Association. Directors' compensation, if any, shall be set by the affirmative vote of fifty one percent (51%) of all members entitled to vote. Expenses of the Directors, in pursuit of Association business shall be reimbursed as an expense of the Association administration expenses, as directed by the Board of Directors.

**Section 2. Election of Directors:** The members shall elect a five (5) person Board of Directors. (a) 1 slate shall be three (3) nominees elected for a two-year term and slate 2 to be two nominees elected for a two-year term. The slate of nominees shall be offset by one year. Any tie of votes shall be settled by a flip of coin or drawing of a high card. At each annual meeting directors shall be elected depending upon the number of directors whose terms expire. The Directors shall hold office until their successors have been elected and hold their first meeting.

**Section 3. Powers and Duties:** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things not prohibited by the Master Deed Restrictions or required thereby to be exercised and done by the property owners.

**Section 4. Other Duties:** In addition to the foregoing duties imposed by these bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following: (a) to manage and administer the affairs and maintain the common property thereof, (b) to levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association, (c) to carry insurance and collect and allocate all proceeds thereof, (d) to rebuild common property after casualty, (e) to contract for and employ persons or companies or other agents in the management, operation, maintenance, and administration of common areas of the subdivision, (f) to acquire, maintain, and improve; and buy, operate, manage, sell, convey, assign, mortgage, release any real or personal property (including any site in the subdivision, rights of ways, and licenses) on behalf of the Association in furtherance of any or association, (g) to borrow money and issue evidences of

indebtedness in furtherance of any or all purposes or business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall be approved by an affirmative vote sixty six percent(66%) of all of the members of the Association entitled to vote in number, (h) to make rules and regulations in accordance with these bylaws, (i) to establish such committees as it's deems necessary or desirable and to appoint persons thereto for the purpose of implementing the administration of the subdivision and common areas and to delegate to such committees any function or responsibilities' which are not by law or by the subdivision documents required to be performed by the Board, (j) to enforce provisions of the Master Deed Restrictions and bylaws set forth.

**Section 5. Management Agent:** The Board of Directors may employ for the Association a management agent at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Master Deed Restrictions required to be performed by or have the approval of the Board of Directors or members of the Association.

**Section 6. Vacancies:** Vacancies in the Board of Directors which occur by any reason other than the removal of a Director by vote of the members of the Association shall be filled by vote of the majority of remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

**Section 7. Removal:** At any regular or special meeting of the Association duly called with due notice of removal action proposed to be taken, any one or more Directors may be removed with or without cause by the affirmative vote of more than sixty percent (60%) in number of all members entitled to vote and successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be set forth herein in Article IX, Section 4. Any Director whose removal has been proposed by the member shall be given an opportunity to be heard at the meeting.

**Section 8. Regular Meetings:** Regular meetings of the Board of Directors may be held at such times and locations as shall be determined from time to time by a majority of Directors. Notice of regular meeting of the Board of Directors shall be given to each Director and members via the Association's web site at least ten (10) days prior to the date named for such meeting. A quorum shall be at least three (3) board members.

**Section 9. Special Meetings:** Special meetings of the Board of Directors may be called by the Board President on a three (3) day notice to each Director, which notice shall state time, location, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on written request of any two Directors.

**Section 10. Adjournment:** If any meeting of the Board of Directors, there be less than a quorum present, no action may be taken on behalf of the board or the members of the Association.

## Article XII

### Officers

**Section 1. Officers:** The principal officers of the Association shall be the President, who shall be a member of the Board of Directors, a Vice-President, a Secretary, and Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other offices as in their judgement may be necessary. The positions of Treasurer and Secretary may be held by one individual, the positions of President and Vice-President shall not be. All officer shall be members in good standing of the Association.

- (a) **President.** The President shall be the chief executive officer of the Association. He or She shall preside at all meetings of the Association and Board of Directors. They have all general powers and duties which are usually vested in the office of President of an association, including, but limited to, the power to appoint committees from the members of the association, from time to time as they may in their discretion deem appropriate to assist in the conduct of the affairs of the Association.
- (b) **Vice President.** The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President or Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so act on an interim basis. The Vice President shall perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.
- (c) **Secretary.** The Secretary shall have the responsibility for keeping the minutes or a summary of such for all meetings of the Board of Directors and the minutes or summary of such for all Association meetings, if any, and such books and papers as the Board of Directors may direct; and shall, in general, perform all duties incident to the office of Secretary.
- (d) **Treasurer.** The Treasurer shall have the responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposits 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 designed by the Board of Directors. The Treasurer shall be responsible for the mailing dues and or assessment notices. The Treasurer shall be in control of receiving all annual dues and their record keeping as directed by the Board.

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

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

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

## Article XIII

### Finance

**Section 1. Records.** The Association shall keep detailed books of accounts showing all expenditures and receipts of the administration which shall specify the maintenance and repair of the common property and any other expenses incurred by or on the behalf of the Association and the members. The Association shall prepare and keep a financial report each year and have present at each annual meeting for the members at such meeting. Any entitled member may review the financial statement from the treasurer at any reasonable hour who was not present at such annual meeting, or at any other time when review is set up with the Treasurer. Any institutional holder of a first mortgage lien on any property in the subdivision shall be entitled to review such statement within ninety (90) days following the end of the year upon request, therefore.

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

**Section 3. Bank.** Funds of the Association shall be initially deposited in such bank or savings association as may be designed by the Directors and shall be withdrawn only upon the check or order of such officers or agents designated by resolution of the Board of Directors. The funds may be invested from time to time in accounts or deposits certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or may also be invested in interest bearing obligations of the United States government.

**Section 4. Checking Account.** The funds held by the Association shall be disbursed from account by check cosigned by any two Board officers so designated by the Board from time to time.

## Article XIV

### Indemnification of Officers and Directors

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon them in connection with any proceedings to which they may be party, or in which they may become involved by reason of their being or have been a director or officer of the association, whether or not they were a director or officer at the time such expenses re incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of their duties; provided that, any claim for reimbursement or indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The forgoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. Further, the Board of Directors is authorized to carry officer's and director's liability insurance covering acts of the officers and directors in such amounts as it shall deem appropriate.

## Article XV

### Amendments

**Section 1. Proposal.** Amendments to these bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one third (1/3) of the members entitled to vote.

**Section 2. Meeting.** Upon any such amendment being proposed, if not such approved of Board of Directors, a meeting for consideration of same shall duly be called in accordance with the provisions of these bylaws.

**Section 3. When Effective.** Any amendment to these bylaws shall become effective upon recording such amendment in the office of the Monroe County Register of Deeds, Monroe County, Michigan.

**Section 4.** Upon recording the amended bylaws, the Secretary of the Board of Directors shall keep a copy of the amended bylaws on file and such shall be posted to the Association's website.



## **Article XVI**

### **Compliance**

The Association of members, present, or future Members, or any other persons acquiring an interest in or using the facilities of the subdivision in any manner are subject to and shall comply with, and the mere acquisition or occupancy of any site or an interest therein, or the utilization or entry upon the premises shall signify that the documents are accepted and ratified.

## **Article XVII**

### **Definitions**

All terms used therein shall have the same meaning as set forth in the Master Deed Restrictions to which these bylaws are attached as an Exhibit or set forth in the Act, as amended.

## **Article XVIII**

### **Remedies for Default**

Any default by a member shall entitle the Association or other members to the following relief:

**Section 1. Legal Action.** Failure to comply with any of the terms or provisions of the Residential Documents (Master Deed Restrictions and or Bylaws) 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 dues or assessment or combination thereof, and such relief be sought by the Association or, if appropriate, by an aggrieved member or members.

**Section 2. Recovery of Costs.** In any proceedings arising because of an alleged default by any property owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees, (not limited to statutory fees) as may be determined by the court, but in the event shall any member be entitled to recover such attorney fees unless otherwise allowed by law.

**Section 3. Assessment of Fines.** The violation of any of the provisions of the Residential Documents by any property owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with provisions of the bylaws.

**Section 4. Non-waiver of Right.** The failure of the Association or any member to enforce any right, provision, covenant, or condition which may be granted by these Residential Documents shall not constitute a waiver of the right of the Association or of any such member to enforce such right, provision, covenant, or condition in the future.

**Section 5. Cumulative Rights, Remedies, and Privileges.** All rights, remedies, and privileges granted to the Association or any member pursuant to any terms, provision, covenants, and or conditions of the aforesaid residential documents shall be deemed to be cumulative and exercise of any one or more shall not be deemed to constitute an election of remedies, or shall it preclude the party thus exercising the same such other and additional rights, remedies, or privileges as may be available to such party at law or equal.

**Section 6. Enforcement of Provisions of Residential Documents.** A member may maintain an action against the Association and its officers and directors to compel such persons to enforce the terms and provisions of the residential documents. A member may maintain an action against any other member for injunctive relief or for damages or a combination thereof for noncompliance with the terms and provisions of the Residential Documents.

## Article XVIV

### Assessment of Fines

**Section 1. General.** The violation by any member, occupant, or guest of any of the provisions of the Residential Documents including duly adopted rules and regulations shall be grounds for assessments by the Association, acting through its duly constituted Board of Directors, monetary fines against the involved member. Such member shall be deemed responsible for such violations whether they occur as

a result of their personal actions or actions of their family, guests, tenants or any other person admitted through such property owner the residential premises.

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

- (a) Notice. Notice of violation, including the Residential Document provision violated, together with a description of the factual nature of the alleged offence set forth with such reasonable specificity as will place a member on notice as to the violation, shall be sent by first class United States mail, at the address as shown in the notice required to be filed with the Association of these bylaws.
- (b) Opportunity to Defend. The member shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at the next scheduled meeting or special meeting, but in no event shall a member be required to appear less than ten (10) days from the date of notice.
- (c) Default. Failure to respond to the notice of violation constitutes a default.
- (d) Hearing and Decision. Upon appearance by the member before the Board the presentation of evidence of defense, or in the event of the member's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

**Section 3. Amounts.** Upon violations of any of the provisions of the residential Documents and after default of the offending member or upon the decision of the Board as recited above, fines shall be levied in accordance with the rules and regulations to be adopted by the Association from time to time.

**Section 4. Collection.** The fines levied pursuant to Section 3 above shall be assessed against the member and shall be due and payable together with the regular residential assessment on first of the next month. Failure to pay the fine will subject the member to all liabilities set forth the residential Documents including, without limitations, those described of the bylaws.

## Article XX

### Severability

In the event that any terms, provisions, or covenants of these bylaws or Residential 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 terms, provisions, or covenants to be partially invalid or unenforceable.

By: Edward Ash

President, Board of Directors

Date: MARCH 18, 2020

Filed By: Darrell Whitaker

Date: March 18, 2020

Secretary, Board of Directors