

GREENOCK HILLS - BY-LAWS

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ARTICLE I -NAME AND LOCATION

SECTION 1. NAME AND NATURE.

Greenock Hills Subdivision Association, Inc. (hereinafter the "Association"), is a non-profit, non-political Michigan corporation organized on a non-stock, mandatory membership basis.

SECTION 2. BUSINESS ADDRESS.

The principal office and business address of the Association shall be the residence of its Secretary.

SECTION 3. RESIDENT AGENT.

The resident agent of the Association shall be its Secretary.

SECTION 4. LOCATION.

The Association shall be primarily concerned with and shall be located within Greenock Hills Subdivision No. 1 and Greenock Hills Subdivision No. 2, being subdivisions of part of the Northeast Quarter (1) of Section 25 and part of the Southeast Quarter (1) of Section 24, Town 1 North, Range 6 East, Green Oak Township, Livingston County, Michigan, according to the Plats thereof as recorded in Livingston County Records.

ARTICLE II - PURPOSES AND OBJECTIVES

The purposes and objectives for which the Association has been formed are as follows:

1. To protect and promote the best interests of the membership; and
2. To maintain a wholesome, healthy, safe and attractive environment in and about the lands comprising Greenock Hills Subdivision No. 1 and Greenock Hills Subdivision No. 2; and
3. To take any and all action, remedial or preventative, with respect to any and all matters detrimental to the membership of the subdivisions and with respect to all other matters deemed to be in the best interests of the membership and the subdivisions; and
4. To acquire, hold, maintain and dispose of any interest of any nature in and to property of every nature or description, real or personal or both, necessary or appropriate to carry out the purposes of the corporation and to protect the best interests of the membership and the aforesaid subdivisions; and
5. To do every act or thing whatsoever reasonably incidental to the accomplishment of the foregoing.

ARTICLE III - MEMBERSHIP

SECTION 1. QUALIFICATIONS.

Membership in the Association is limited to and shall include all persons residing within the aforesaid subdivisions, and all persons owning any lot(s) within said subdivisions, regardless of where such owners may reside. Each lot within said subdivisions shall comprise one membership unit. In the event that any lot within either of said subdivisions is sold on an executory land contract, the land contract vendee shall be deemed to be the owner thereof and shall be a member of the Association. There shall be two (2) classes of membership, to-wit:

- a. **ACTIVE.** Active memberships shall be limited to and shall include all persons owning one or more lot(s) within the aforesaid subdivisions. Each active membership unit shall be entitled to cast one (1) vote per lot owned for all purposes of the Association; provided, however, that only active membership units in good standing (i.e. units with respect to which Association dues or assessments are not in arrears) shall be entitled to vote as such.
- b. **ASSOCIATE.** Associate membership shall be limited to and shall include all persons residing in said subdivisions but not owning any lot(s) therein and shall also include all active membership units with respect to which any Association dues or assessments are in arrears. Each person acquiring title to any lot(s) within said subdivision shall automatically become an associate member until all Association dues and assessments in respect of said lot(s) shall be paid in full, whereupon such membership shall become active.

SECTION 2. REINSTATEMENT.

Any active membership unit which has become an associate unit by reason of the nonpayment of Association dues or assessments shall be reinstated as a full active membership unit upon all such dues and assessments being fully paid and current.

ARTICLE IV - VOTING AND MEETING OF MEMBERSHIP

SECTION 1. TIME AND PLACE OF MEETINGS.

Meetings of the membership may be held at any place within five (5) miles of the subdivisions.

SECTION 2. ANNUAL MEETINGS.

Annual meetings of the membership shall be held within four (4) weeks after the close of each fiscal year of the corporation at a place, date and time to be determined by the Board of Directors. At each annual meeting all offices and vacant positions on the Board of Directors shall be filled by majority vote of a quorum of the membership.

SECTION 3. SPECIAL MEETINGS.

Special meetings may be called by the President at his/her discretion. The President shall also call special meetings at the request of a majority of the Board of Directors, or upon written petition signed by not less than ten percent (10%) of the active membership units of the Association, the time and place of the meetings to be specified in said request or petition.

SECTION 4. ORDER OF BUSINESS.

The order of business of each meeting shall be as follows:

- a. Call to order by the President;
- b. Introduction of new members;
- c. Reading of the minutes of the previous meeting;
- d. Officers' reports;
- e. Committee reports;
- f. Election of officers and Directors (at annual meeting);
- g. Old business;
- h. New business;
- i. Announcements;
- j. Adjournment.

SECTION 5. NOTICES.

Written notice of the date, time and place of all meetings, and of the agenda thereof, shall be given to each membership unit at least ten (10) days prior to the date of such meeting. Each member shall be deemed to have received notice upon such notice being placed within a U.S. Mail receptacle at the residence of such member or being placed in the U.S. Mails, with first class postage fully prepaid thereon, addressed to such member at his/her last address appearing in the records of the Association.

SECTION 6. VOTING.

Each active membership unit shall be entitled to cast one (1) vote on all matters brought before any meeting, regardless of the number of owners of the lot constituting such active membership unit, who shall determine among themselves how such one (1) vote shall be cast. Votes may not be cumulated.

SECTION 7. PROXIES.

No proxy shall be valid unless in writing and signed by all owners of record of each active membership unit including therein and until filed with the Secretary of the Association. Unless expressly otherwise therein provided, each proxy shall be valid for a period of three (3) years from its date and shall entitle the holder thereof to vote on all matters at all meetings and adjournments thereof. Notwithstanding its terms, (i) any proxy can be revoked at will by the grantor thereof by an instrument in writing (including a superseding proxy), (ii) no proxy shall be valid for more than three (3) years from its date, and (iii) no proxy vote may be cast by any person(s) other than the person(s) therein designated.

SECTION 8. QUORUM.

A minimum of ten (10) active members of the Association, present in person or by proxy, shall constitute a quorum at any regular or special meeting of the membership.

ARTICLE V – DUES, ASSESSMENTS and FINES (*DUES AND ASSESSMENTS*)

SECTION 1. PURPOSE.

Dues, assessments, and fines shall be imposed in accordance with these By-Laws for the purposes but not limited to improving and maintaining common areas and real estate owned by the Association, as well as roadways, pathways and entranceways to the aforesaid subdivision; for planting grass, ground covers, trees and shrubbery and for the care thereof; for collecting and disposing of garbage, ashes, trash, litter, and rubbish; for employing night watchmen and guards or patrol services, for caring for vacant property; for removing grass or weeds; for constructing, purchasing, maintaining or operating any community service; for doing any other things necessary, in the opinion of the Board of Directors of the Association, for the general welfare of the members; for the enforcement of the covenants contained in the Declaration of Restrictions; and for the expenses, including attorney fees and costs, incident to the enforcement of these By-Laws and Declaration of Restrictions and of the Building Restrictions in effect with respect the said subdivisions".

(Dues and assessments shall be imposed in accordance with these By-Laws for the purposes but not limited to improving and maintaining common areas and real estate owned by the Association, as well as roadways, pathways and entranceways to the aforesaid subdivisions; for planting grass, ground covers, trees and shrubbery and for the care thereof; for collecting and disposing of garbage, ashes, trash, litter and rubbish; for employing night watchmen and guards or patrol services, for caring for vacant property; for removing grass or weeds; for constructing, purchasing, maintaining or operating any community service; for doing any other things necessary, in the opinion of the Board of Directors of the Association, for the general welfare of the members; and for expenses incident to the enforcement of these By-Laws and of the Building Restrictions in effect with respect to said subdivisions.)

SECTION 2. DUES.

The annual dues for each membership shall be determined by a majority vote of a quorum of the membership at each annual meeting but shall, in any event, be not less than \$50.00 per active membership unit. All annual dues shall be due and payable on the first day of each fiscal year of the Association. All dues shall be deemed to be in arrears if not paid in full within sixty (60) days after becoming due.

SECTION 3. ASSESSMENTS.

By vote of two-thirds (2/3) of a quorum at any meeting of the membership assessments may be levied against or be imposed upon the active membership units for any purposes or reasons in accordance with these By-Laws of the Association. All assessments shall be deemed to be in arrears if not paid, according to the terms of each assessment, within sixty (60) days after the date(s) due.

SECTION 4. REMEDIES.

In the event that any dues or special assessments become in arrears, the Board of Directors may, at its option and in its discretion, enforce the payment thereof by a personal action against the owner(s) of each lot involved or by an action in rem, in the nature of a lien, against each such lot by recording an appropriate Notice and Statement of Lien with the Livingston County Register of Deeds within one (1) year after such dues or assessments become in arrears, which lien shall remain valid and enforceable for a period of ten (10) years after the date of recordation thereof. The Association shall notify the owner(s) of

each membership unit, with respect to which any arrearage exists, in writing of the amount and due date(s) thereof, and any such arrearage, not paid by any owner of any lot shall continue as a charge against the real estate and shall be enforceable against and collectible from all subsequent owners thereof.

SECTION 5. PROCEDURE FOR PENALTY OF MEMBERS IN VIOLATION OF COVENANTS CONTAINED IN DECLARATION OF RESTRICTIONS.

If a member is in violation of a covenant contained in Articles V, VI, VII, or VIII of the Declaration of Restrictions for both Phase One and Phase Two, the Board of Directors shall take the following actions:

1. Upon failure to comply with a covenant, the President of the Association shall send a "Notice of violation" letter, by first class mail, to the member (or in the case of an associate member who is a tenant, to both the member and the property owner), notifying the member of the violation, explaining the action required to cure the violation, and providing a 30 day time period to complete the required action.
2. If the member has not cured the violation within the 30 day time period, the President shall send a "Second Notice of Violation" letter, by first class mail, to the member (or in the case of an associate member who is a tenant, to both the member, and the property owner repeating the information contained in Section 1, providing an additional 30 days to cure the violation, and a statement that failure to cure shall result in a \$50.00 fine assessed against the member (or in the case of an associate member who is a tenant against the property owner).
3. The \$50.00 fine shall be assessed at the expiration of the 60 day time period as stated above, and it shall be due in 30 days. The President shall notify the member or property owner, by first class mail, of the fine in a "Notice of Fine" letter. This letter shall also inform the member that the fine must be paid within 30 days.
4. If the fine is not paid, or if the violation is not cured, within 30 days, an additional fine of \$25.00 shall be assessed against the member or property owner for each month that the fine is not paid, or the violation is not cured.
5. Payment of these fines may be enforced by either a personal action against the member or property owner or by placing a lien against the property by recording an appropriate Notice and Statement of Lien with the Livingston County Register of Deeds within one year after the fine becomes in arrears. This lien shall remain valid for a period of 10 years after the date of recordation and shall be enforceable against all subsequent owners of the property. All expenses incurred by the Association, including attorney's fees, to collect the fine shall be added to the lien amount.
6. The member in violation of the covenant may appeal the notice of violation to the Board of Directors within the 60 day time period as provided in Sections 1 and 2. The President shall call a special meeting of the Board of Directors, and following an adequate explanation by the member, the Board may find, exercising reasonable discretion, that there is no violation, or that the violation may be permitted to continue for a time period to be determined by the Board.
7. If a member violates Article VII, Sections 11(a), (b), or (c), or Section 19; or violates any covenant, cures the violation with or without notice from the President, and violates the same covenant again within 14 days of the previous cure, the time period to cure after the "Notice of Violation", the second "Notice of Violation" and to pay the fine shall be reduced to 14 days, and the time period in which to appeal shall be reduced to 28 days.

ARTICLE VI - BOARD OF DIRECTORS

SECTION 1. SIZE AND FUNCTION.

The business, property and affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons, at least three (3) of whom shall be the President, Treasurer and Secretary of the Association, and the balance of whom, if any, shall be elected at large from among the active membership. The membership shall determine the size of the Board of Directors from time to time. All Association powers except those expressly delegated to the membership shall be reserved to the Board of Directors.

SECTION 2. REGULAR MEETINGS.

The Board of Directors shall meet at least once every three (3) months at such place, date and time as the President shall specify in a written notice of each such meeting, which notice shall be given to each Director at least one (1) week prior to the date of the meeting.

SECTION 3. SPECIAL MEETINGS.

Special meetings of the Board of Directors may be called by the President, at his/her discretion, and shall be called by the President upon the written request of a majority of the then acting Directors. Three (3) days prior written notice of each special meeting, stating the time, date, place and general purpose(s) of such special meeting, shall be given to all Directors; provided, however, that such notice may be waived by a majority of the then acting Directors in the event of an emergency or other cause for urgent action.

SECTION 4. QUORUM.

A majority of the Directors shall constitute a quorum for purposes of any regular or special meeting.

SECTION 5. REMOVAL.

Any Director who is absent from any two (2) consecutive meetings of the Board of Directors, regular or special, or is absent from an aggregate of four (4) such meetings, without an excuse satisfactory to the Board of Directors, may be removed as a Director by a majority vote of the Board of Directors.

SECTION 6. VACANCIES.

All vacancies on the Board of Directors, however arising, may be filled by a simple majority vote of a quorum of the then acting Directors, and any such person so appointed to fill any vacancy shall serve as a Director until the next annual meeting of the membership, at which time a Director shall be elected to fill the unexpired term, if any, of each such vacated directorship.

SECTION 7. TERM.

The officers shall serve terms of one (1) year each. At-large Directors shall serve staggered terms, not to exceed three (3) years.

ARTICLE VII - OFFICERS

SECTION 1. OFFICERS AND DUTIES.

The officers of the Association, and the duties of each, shall be as follows:

- a. **PRESIDENT.** The President shall be the Chief Executive Officer of the Association. He/she shall preside over all meetings of the membership and the Board of Directors; shall appoint, subject to the approval of the Board of Directors, the Chairman and members of all standing and special committees, and shall be an ex-officio member of such committees, by virtue of his/her title, and shall carry out the policies and programs of the Association as determined by the Board of Directors and the membership.
- b. **VICE-PRESIDENT.** The Vice-President shall assist the President in carrying out his/her duties. In the absence of or disability of the President, the Vice-President shall have the powers and shall perform the duties of the President.
- c. **SECRETARY.** The Secretary shall record the minutes of all meetings of the Board of Directors and of the Association; shall maintain an up-to-date list of names and addresses of all members and of such other information as the Board of Directors shall determine; shall preserve the By-laws, the corporation papers and any other records and documents which the Board of Directors may designate; shall attend to the preparation and mailing of all notices of meetings; shall file the annual report to the State of Michigan for non-profit corporation as it concerns this Association; shall handle the routine correspondence of the Association and such special correspondence as the President or the Board of Directors shall designate and shall, at the expiration of his/her term of office, deliver the books and records to his/her successor.
- d. **TREASURER.** The Treasurer shall be responsible for receiving and disbursing the funds of the Association, as directed by the Board of Directors, and shall keep accurate records of the Association's financial transactions; shall deposit the monies of the Association in such bank accounts as the Board of Directors shall determine and shall draw checks thereon only for such purposes as the Board of Directors shall approve and only when such checks are to be or have been signed and countersigned by such Officers as have been authorized by the Association membership.

SECTION 2. TERM OF OFFICE.

Each officer shall serve a term of one (1) year. No Officer shall hold the same office for more than three (3) consecutive terms.

SECTION 3. COMPENSATION AND REMOVAL.

Officers and Directors shall serve without monetary compensation except that the Board of Directors may provide from Association funds for such necessary incidental expenses as may be properly incurred by such officers or Directors in the transacting of the Association business. Any Officer may be removed from his/her office at any time with or without cause, by an affirmative vote of two-thirds (2/3) of the full Board

of Directors or by the affirmative vote of two-thirds (2/3) of the active membership.

SECTION 4. ELECTIONS.

Each Officer shall be elected by the vote of the membership at each annual meeting of the membership. If any two (2) or more persons shall be placed in nomination for the same office, the one (1) receiving the most votes shall be declared elected. In the event of a tie vote, a run-off election shall immediately be held.

SECTION 5. VACANCIES.

Any vacancies among the officers shall be filled by the majority vote of the Board of Directors.

ARTICLE VIII - NOMINATING COMMITTEE

SECTION 1. APPOINTMENT.

Not less than two (2) months prior to each annual meeting of the Association, the Board of Directors shall appoint a Nominating Committee consisting of five (5) persons from among the active membership of the Association, none of whom shall then be acting as an officer of the Association.

SECTION 2. FUNCTION.

The Nominating Committee shall, not less than one (1) month prior to the date of said annual meeting, submit to the Board of Directors a slate of candidates making every effort to include no less than two (2) candidates for each office and directorship to be filled at such annual meeting. The slate of candidates shall be circulated among the membership together with the notice of the annual meeting.

SECTION 3. ADDITIONAL NOMINATIONS.

Persons other than those nominated by the Nominating Committee may be nominated for any office or directorship from the floor at the annual meeting or at any special meeting called for that purpose.

ARTICLE IX - COMMITTEES

SECTION 1. ESTABLISHMENT.

The Board of Directors may establish and dissolve such regular or special committees as it shall, by majority vote, determine from time to time to be in the best interests of the Association.

SECTION 2. REPORTS.

Each committee shall elect a Chairman, whose duties shall include reports to such meetings of the Board

of Directors as said Board may designate and reports to all meetings of the membership.

ARTICLE X - EXECUTION OF INSTRUMENTS

SECTION 1. CHECKS, ETC.

All checks, drafts, and orders for the payment of money shall require the signature of an officer and the counter-signature of another Officer.

SECTION 2. CONTRACTS, CONVEYANCES, ETC.

All instruments of any nature executed on behalf or binding upon the Association shall be signed by an Officer of the Association and countersigned by another Officer of the Association, except as otherwise determined by the Board of Directors. In any event no Officer or Director shall be signatory to any instrument binding upon the Association without the expressed written approval of the Board of Directors.

ARTICLE XI - INDEMNIFICATION

SECTION 1. NON-DERIVATIVE ACTIONS.

Subject to all of the other provisions of this Article, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any civil, criminal, administrative or investigative action (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

SECTION 2. DERIVATIVE ACTIONS.

Subject to all of the provisions of this Article, the Association shall indemnify any person who was or is a party to any pending or completed action or suit by reason of the fact that he/she is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him/her in connection with the defense or settlement of such action or suit if he/she acted in good faith and in a manner they reasonably believed to be in the best interests of the Association or its members and except

that no indemnification shall be made in respect of any claim issue or matter for which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Association.

SECTION 3. EXPENSE OF SUCCESSFUL DEFENSE.

To the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 or 2 of Article XI of these By-Laws, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him/her in connection therewith.

SECTION 4. DETERMINATION THAT INDEMNIFICATION IS PROPER.

Any indemnification under Section 1 or 2 of Article XI of these By-Laws (unless ordered by a court) shall be made by the Association. Upon a determination that indemnification of the person is not proper in the circumstances because he/she has not met the applicable standard of conduct set forth in Sections 1 and 2 of Article XI, whichever is applicable, then such determination shall be made in any of the following ways:

- a. By the Board of Directors by a two-thirds (2/3) majority vote of a quorum, consisting of Directors who were not parties to such action, suit or proceedings.
- b. By a two-thirds (2/3) majority of the active members.

SECTION 5. EXPENSE ADVANCE.

Expenses incurred in defending a civil or criminal action, suit or proceeding described in Sections 1 or 2 of Article XI of these By-Laws may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Section 4. In the event it is determined in accordance with these By-Laws that the Association should not bear such expenses then the Board of Directors shall seek reimbursement from such person(s)-on whose behalf such sums were expended.

SECTION 6. FORMER DIRECTORS AND OFFICERS.

The indemnification provided in the foregoing Sections continues as to any person who has ceased to be a Director, Officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

SECTION 7. INSURANCE.

The Association may provide and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him/her and incurred by him/her in any such capacity or arising out of his/her status as such, whether or not the Association would have power to indemnify him/her against such liability under these By-Laws or the laws of the State of Michigan.

SECTION 8. CHANGES IN MICHIGAN LAW.

In the event of any change of the Michigan statutory provisions applicable to the Association relating to the subject matter of Article XI of these By-Laws, then the indemnification to which any person shall be entitled hereunder shall be determined by such changed provisions. The Board of Directors is authorized to amend this By-Law to conform to any such changed statutory provision.

ARTICLE XII – MISCELANEOUS

SECTION 1. AMENDMENTS.

These By-Laws may be amended from time to time by the majority vote of the membership at any regular or special meeting.

SECTION 2. FISCAL YEAR.

The fiscal year of the Association shall begin January 1 and shall end December 31.

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May, 1992