CASS LAKESIDE
COMMUNITY ASSOCIATION

BYLAWS

ADOPTED

5/3/2020

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ARTICLE I: ORGANIZATION
Section 1: Name. The name of the Organization shall be Cass Lakeside Community
Association, Inc. (the “Association”).

Section 2: Form/Duration. The Association shall be a corporation organized under the
Michigan Non-Profit Corporation Act. Unless dissolved by a vote of ninety percent (90%) of
the Members, the corporate status shall be perpetually renewed.

Section 3: Principal Office/Mailing Address. The Association’s Principal Office shall be 4297
Greer Road, West Bloomfield, Michigan 48324. The Association’s Mailing Address shall be
P.O. Box 844, Union Lake, Michigan, 48387.

Section 4: Resident Agent. The Association’s Secretary shall be the Resident Agent of the
Association.

Section 5: Boundary/Subdivision. This Association shall function within the Zox Lakeside Park
Subdivision and Lagoon Addition described as part of the Northwest 1/4 of Section 3 and
part of the North 1/2 of the Southwest 1/4 of Section 3, Town 2 North, Range 9 East, including
that part of the Cass Park Subdivision vacated by Circuit Court order on December 11, 1922,
West Bloomfield Township, Oakland County, Michigan. The term Subdivision shall refer to all
owners of property (improved and unimproved) within the Boundary. The term Association
shall refer to all owners of improved property within the Boundary.

Section 6: Purpose. The purpose of the Association shall be to (1) operate and maintain the Association’s property (water system, beach, community center and Lot 96); (2) procure the
construction of necessary public improvements and utilities; (3) promote the social
interaction of Members through activities and fund-raisers; (4) work with state, county and
township authorities to ensure that water safety and building laws are upheld; and (5) only
as set forth below, assist in maintaining Subdivision Property (roads, bridges, easements and
canals).

In connection therewith, the Association shall do the following: Water - provide and maintain
a constant water supply to all Members within the present open lines, including one shut off
and one tap at each Member’s property line and maintain the pump house, pipe lines, and
fire hydrants; Beach - maintain a safe, sanitary bathing beach for use by all Members;
Community Center - maintain the existing building, building systems and parking lot; and Lot
96 -cut the grass and remove debris.

In connection therewith, the Association may attempt to do the following: Roads - maintain
all existing paved roads to improved property within the Boundary including securing a
speed limit of twenty-five (25) miles per hour; Bridges - maintain all existing bridges to
improved property within the Boundary sufficient to allow ingress and egress of the Members
to their property; Canals – ~~maintain the no wake zone~~ maintain the canals as directed by the canal committee

and approved by the Board of Directors; and Easements – cut the grass and remove debris.

Section 7: Bylaw Amendments. All proposed amendments must be submitted in writing to
the Bylaws Committee at least ninety (90) days prior to the Annual Meeting. The Committee
shall review the proposed amendment(s), verbiage, impact on other Bylaws, and legality.
The Board may make a recommendation to the Members as to whether the proposed
amendment(s) should be adopted. Bylaws may only be amended by a majority vote of all
members entitled to vote at the Association’s Annual Meeting if a quorum exists. Written
notice of the proposed changes shall be provided to all Members by April 1.

Article II: MEMBERSHIP
Section 1: Members. Eligibility: All Improved Property owners within the Boundary shall be
Members of the Association. (Reference Article I, Sec. 5 for Boundary). Members shall pay a
Membership Fee for each Improved Property they own. Members are entitled to one vote
regardless of the number of improved properties they own.

Section 2: Fees The Membership Fees shall be in an amount sufficient to carry out the
Association’s Purpose. The Membership Fee shall be set at $1,000 per year in 2021 and $1,200 in subsequent year and may only be changed from that rate by a majority vote of all Members entitled to vote at the Association’s Annual Meeting if a quorum exists. Prior written notice of the proposed change shall be provided to all Members by April 1.

A: Fee For Outside Boundary Water Users Fees for property owners living outside the
Boundary but connected to the Association’s community well (Outside Water Users),
shall be set annually by the Board of Directors. Outside Boundary Water Users are not
Members of the Association and have no vote in Association business

B: Fees charged to Members, Outside Boundary Water Users, Business Establishments,
and Civic Organizations requiring more than normal water usage such as swimming
pools, sprinkler systems, fountains, and/or those who do not utilize our water system, shall
be set by the Board of Directors at their sole discretion.

Section 3: Failure to Pay Fees. The Board is authorized to disconnect water service to any
Member or Outside Water User who has failed to pay his or her Fees. Water will not be
reconnected until the past due fees are paid in full along with a disconnection and
reconnection fees. The Board may also engage an attorney to file suit to collect the past
due Fees. The Member or Outside Water User shall be liable to the Association for all costs
and attorneys fees incurred in connection with the suit.

Section 4: Action Against a Member. In the event a Member fails to pay his or her
Membership Fees or otherwise fails to comply with these Bylaws and/or any rules and
regulations adopted by the Board of Directors, a written notice of violation shall be issued by
the Board. The notice shall describe the violation and refer to the specific Bylaw or rule. The
Member shall be given a time to cure the violation of not less than ten (10) days from the
date of the notice. If the Member denies the violation or otherwise requests, a hearing
before the Board of Directors shall be conducted within thirty (30) days unless a later date is
agreed to by all parties. The hearing shall be held in executive session if requested by the
Member. The minutes of the hearing shall contain a written statement of the outcome of the
hearing.
If the Member fails to comply with the original notice or any notice amended after the
hearing, the Board may engage an attorney and take any legal action necessary to obtain
compliance. The Member shall be liable to the Association for all costs and attorneys fees
incurred in connection with the legal action.

Section 5: Notices. All notices required to be given to Members under these Bylaws shall be
sent first class mail to the Member’s mailing address on file with the Secretary. If no mailing
address is on file, the notice shall be sent first class mail to the Member’s property address.

Article III: MEETINGS
Section 1: Meeting Location. Annual and special meetings shall be held at the Principal
Office or such other convenient place determined by the Board of Directors.

Section 2: Annual Meeting/Quorum. The Annual Meeting shall be held on the first Sunday of
May each year. Notice shall be mailed to all Members by April 1. No quorum shall be
required for routine business such as election of the Board of Directors and Officers, approval
of minutes, approval of committee reports, and approval of financial reports. A quorum of
ten percent (10%) of all Members shall be required to amend these Bylaws.

Section 3: Annual Meeting Agenda. The order of business at the Annual Meeting shall be:
(a) Approval of the Minutes of the Previous Meeting; (b) Financial Report; (c) Report of
Standing and Special Committees; (d) Old Business; (e) New Business; (f) Election; (g)
Adjournment.

Section 4: Special Member Meetings. Special meetings shall be called by the President
upon written request of at least ten percent (10%) of the Members. Such request must be
given to the Secretary at least twenty (20) days prior to the meeting and shall specify the
purpose of the meeting. All Members must be notified at least ten (10) days in advance of
the meeting. The Agenda shall be limited to the issue(s) raised in the written request.

Section 5: Voting Members may vote in person or by any method deemed appropriate by
the Board. Voting methods will be announced to members in conjunction with vote, by April
1. Members shall be entitled to only one vote regardless of the number of Improved
Properties they own, and may not cast any votes if their Membership Fee is past due. A vote
of fifty one percent (51%) of all Members voting shall be required to pass any motion made
at a meeting.

Section 6: Conduct of Meetings. The President shall preside over all meetings and the
Secretary shall keep the minutes of the meeting, record all motions made and the vote for
each motion. All meetings will be conducted according to Parliamentary Procedures (e.g.
Roberts Rules of Order.) All meetings of the Board shall be open to all Members who may
participate in any discussion when recognized by the President. Members may request that
an item be placed on the agenda for discussion under New Business.

Section 7: Executive Session The Board may adjourn a meeting and reconvene in executive
session to discuss and vote upon confidential matters, litigation in which the Association is or
may become involved, and other business of a similar nature. The nature of any and all
business to be considered in executive session shall first be announced in open session.

Section 8: Emergency Meetings Immediate emergency action meetings may be called to
address circumstances affecting the health and welfare of the Members.

Section 9: Regular Board Meetings. The Board shall meet within thirty (30) days after the
Annual Meeting. Thereafter, the Board shall meet monthly at the Principal Office of the
Association on such day and at such time as determined by the Board at the first meeting
following the Annual Meeting. Notice of the meeting schedule shall be mailed to all
Members and posted at the Community Center. If the meeting date or time is changed,
such change shall be announced at the prior Board meeting and shall be posted at the
Community Center.

Section 10: First Regular Meeting. At the first regular meeting following the annual meeting, the Board shall review the following: outside water rates, tap in fees, road bond fees, committee head, secretary and

treasurer compensation and committee assignments and compensation and dock rental fee.

Section 11: Action Without A Meeting. Any action required by law to be taken at a Board
meeting, or any action, which may be taken at a Board meeting, may be taken without a
meeting if all of the Directors consent. An explanation of the action taken shall be discussed
at the next Board meeting and recorded in the minutes of that meeting.

Section 12: Waiver of Notice. Attendance at an Association meeting, Board meeting or
hearing shall constitute waiver of notice unless the Director or Member specifically objects to
lack of proper notice at the time the meeting or hearing is called to order.

Article IV: BOARD OF DIRECTORS

Section 1: Number and Term. The number of Board members shall be nine (9), consisting of
five (5) Directors, the President, Vice President, Secretary and Treasurer. The Secretary and
Treasurer positions may be combined and the extra position shall be a Director. All terms of
office shall be one year, or in the case of an appointment to fill a vacancy, the time
remaining until the next Annual Meeting.

Section 2: Eligibility. Candidates must be Members and their Membership Fee must not be
past due. No more than one (1) person from an Improved Property shall serve on the Board
at any one time.

Section 3: Officers. The Officers shall be President, Vice President, Secretary and Treasurer.
(a) President – Shall be Chairman of the Board of Directors, preside at all meetings, make all
committee appointments and in the Treasurer’s absence, sign all checks. The President shall
act as liaison between the Association, its legal council, the Township of West Bloomfield, its
staff, as well as other agencies of Government to present the views of the Association
Membership, and provide written reports to the Board concerning these issues. The
President shall serve as an ex-officio member on all appointed Committees.
(b) Vice President - Shall perform the duties of the President or Secretary in the absence of
the President or Secretary.
(c) Secretary – shall keep the minutes of each meeting, serve as the custodian of the nonfinancial books and records, send and receive all notices required under these Bylaws,
develop and maintain Association forms and documents, file the Association’s Annual
Report and handle any correspondence, verify attendance at all meetings, keep and
maintain an official roster of the Association’s Members.
(d) Treasurer – shall serve as the custodian of the financial books and records, supervise the
preparation of the monthly financial statements and present them to the Board at each
meeting, supervise the preparation of the annual financial statements and present them to
the Members at the Annual Meeting, pay all debts pursuant to these Bylaws or as approved
by the Board, prepare or supervise the preparation of all tax returns, maintain and supervise
all bank accounts.

Section 4: Nominating Committee. Officers and Board members shall be nominated by the
Nominating Committee. The Nominating Committee shall be appointed by the President at
the end of each Annual Meeting to serve until the close of the next Annual Meeting. The
Nominating Committee shall nominate as many Members for election to the Board as it
deems appropriate, but in no event less than the number of vacancies to be filled.
Nominations from the floor shall be permitted. All candidates shall have a reasonable
opportunity to communicate their qualifications to the Members and to solicit votes.

Section 5: Election. Position to be filled. The Officers are elected first; by majority The
Directors are elected next, from the persons who receive the top five (or six votes). The
President shall appoint three tellers to count votes. No one nominated for office shall serve
as teller. All persons nominated shall be recorded by the Secretary along with the number
of votes received. Each Director shall hold office until the expiration of his or her term, unless
he or she resigns or is removed from office.

Section 6: Resignation, Removal, Vacancies. Any Officer or Director may resign in person at
a Board meeting, or in writing delivered to the Secretary. Such resignation shall take effect
immediately, or at such other time as the Board member may specify. An Officer or Director
shall be removed for the following reasons only: illness or other inability to serve, absence
from two (2) consecutive meetings or more than three (3) meetings during a term, a move
outside the Boundary, or failure to pay his or her Membership Fee. A vacancy on the Board
may be filled by a majority vote of the Board and the appointed Member shall serve until
the next Annual Meeting.

Section 7: Powers and Duties. The Board shall have all powers and duties set forth in the
Michigan Non-Profit Corporation Act and as set forth in these Bylaws, including the powers
set forth below:
(a) Approve the execution of all purchase orders, contracts and other agreements
necessary for the effective operation of the Association and consistent with these Bylaws;
(b) Approve the payment of all invoices (excluding public utility bills and tax bills) over one
hundred fifty dollars ($150);
(c) Adopt the Annual Budget;
(d) Collect the Membership Fees and Water Fees;
(e) Provide for the operation and maintenance of all Association property and assist in
maintaining Subdivision Property;
(f) Engage, agents, independent contractors and professionals to assist with or perform
these duties;
(g) Make and amend rules and regulations necessary for the effective operation of the
Association and consistent with these Bylaws;
(h) Enforce by legal means the provisions of these Bylaws;
(i) Obtain property and liability insurance necessary to protect the Association’s property
and obtain directors and officers insurance for the benefit of Members serving on the Board
or Committees;
(j) Enter into agreements with utility suppliers and governmental entities as necessary to
carry out the Association’s Purpose or as approved by the Members;
(h) Purchase supplies and equipment necessary to perform these duties; and
(i) Rebuild Association property after a casualty using insurance proceeds or such other
funds approved by the Members.

(j) Collect dock rental fees

Section 8: Compensation. The President, Vice President and Directors shall receive no
compensation. The Secretary shall receive the sum of five hundred dollars ($500) per fiscal
year. The Treasurer shall receive the sum of one thousand five hundred dollars ($1,500) per
fiscal year. Additional compensation may be paid to the Secretary or Treasurer at a rate to
be set by the board Committee chairs, co-chairs and/or members may be compensated
upon approval of a majority vote of the Board. All such compensation shall be disclosed to
the Members in the Annual Budget or Annual Financial Statements.

Section 9: Remuneration. No remuneration or kickbacks shall be accepted by Board
members from vendors, independent contractors, or others providing goods or services to
the Association, whether in the form of commissions, finder’s fees, service fees, prizes, gifts, or
otherwise. The Association shall not lend any of its assets to any officer or director or
guarantee to any person the payment of a loan by an officer or director of this Association.

Section 10: Committees. The following standing Committees shall exist: Water, Roads and
Bridges, Beach, Construction, Community Center, Canals, Nominating, Finance, Audit, and
Bylaws. Other committees may be created to perform such tasks and to serve for such
periods as may be designated by the Board. The Committees shall perform such duties and
have such powers as are set forth in writing by the Board.

Article V: FINANCIAL
Section 1: Fiscal Year. The Association’s fiscal year shall run from April 1 to March 31.

Section 2: Budget The Finance Committee shall prepare an Annual Budget each year to be
presented to the Board. The budget shall include the following Funds: General, semi Restricted

Reserve, semi-Restricted Bond, Emergency, and any other funds deemed
necessary by the Board. The Board shall adopt the Annual Budget no later than the July
Board meeting. A copy of the Annual budget shall be available to all Members thereafter.

Section 3: General Fund. The purpose of the general fund is to operate the Association
annually based on the yearly budget approved by the Board. The annual budget is funded
by the Membership Fees.

Section 4: Semi-Restricted Reserve Fund. The purpose of the semi-restricted reserve fund is
based on the 20-year reserve projection developed by the Finance Committee for the
replacement and upkeep of community assets. A minimum of 75% of Membership Fees and
65% of tap-in fees are to be set aside for this fund.

Section 5: Semi-Restricted Bond Funds. Road and Bridge Bonds shall be held in a Semi
Restricted Fund.

Section 6: Emergency Fund. The purpose of the Emergency Fund is to cover unexpected
expenses, which may occur at any time. The fund only represents enough money to cover
insurance deductibles.

Section 7: Financial Statements. The Association’s books shall be maintained on a cash
basis according to generally accepted accounting principles.

Section 8: Monthly Statements. The treasurer shall present the following financial statements
at the monthly Board meetings: (i) An income statement reflecting all income and expense
activity for the preceding month; (ii) A check register reflecting all receipt and disbursement
activity for the preceding month; (iii) An account status report reflecting the status of all
accounts in an “actual” versus “approved” budget format with an explanation of any
actual or pending obligations which are in excess of budgeted amounts by ten percent
(10%); and (iv) A report listing all delinquent Members and Annex Members.
Section 9: Annual Statements. The treasurer shall present the following financial statements
at the Annual Meeting: (i) An income statement reflecting all income and expense activity
for the preceding year and (ii) An account status report reflecting the status of all accounts
in an “actual” versus “approved” budget format with an explanation of any actual or
pending obligations which are in excess of budgeted amounts by ten percent (10%).

Section 10: Bank Accounts. Association funds shall be deposited at such bank and/or such
money market fund(s) as shall be designated from time to time by the Board. Association
funds shall not be commingled with any other funds. Withdrawal of the monies from such
accounts shall be only by check signed by such persons as are authorized by the Board.
Section 11: Books/Records. The Association shall keep complete and accurate financial
books, minutes and other corporate records and the same shall be available for inspection
by any Member or his/her representative duly authorized in writing, at such reasonable time
as may be requested, upon ten (10) days notice to the Board. The financial books and
records are Association property and shall be immediately turned over to the new Treasurer
at the Annual Meeting. The non financial books and records are Association property and
shall be immediately turned over to the new Secretary at the Annual Meeting

Section 12: Audit. The financial books of the Association shall be reviewed once a year,
prior to the Annual Meeting, by the Finance/Audit Committee, which shall consist of at least
two (2) persons, with no more than one (1) currently serving on the Board. No officers shall
serve on the Audit Committee. Every five (5) years, or any time as requested by a majority of
the Board or the Members, an audit shall be made by a certified public accountant.

Section 13: Payment Dates/Late Charges Any Member shall receive a ten (10%) discount if
Membership Fees are paid in full on or before May 15, provided the Member’s account is
not otherwise delinquent. All Membership Fees, including late charges, must be paid no
later than August 15 of the current fiscal year or water service may be immediately
discontinued. All Membership Fees in default as of August 15 shall be subject to a late
charge of 10%, ~~plus monthly interest of 1.5% and a ten dollar ($10) processing fee~~ Processing

fees and interest fees shall be set by the board at the first meeting of the year. Shut-offs
due to default status will be handled according to the policy and procedures established by
the Board. Hardships cases may be granted an extension at the discretion of the Board.

Article VI: INFRASTRUCTURE

Section 1: Tap Fees and Road/Bridge Bond. The rates for water taps and road and Bridge
bonds shall be set annually by the Board of Directors. The Board may not set the rates for
new water taps and /or road and bridge bond below those rates in effect on January 1,
2000. Any changes or upgrading from existing tap will require a new tap fee, No Member or
Unimproved Property Owner shall commence construction requiring a building permit (new
or remodeling) until the tap fee and / road and bridge bond have been paid in full.

Section 2: Drainage Ditches/Culverts. Members shall not cover, remove or relocate existing
drainage ditches or in any way impede the flow of water through a drainage ditch without
Road and Bridge Committee approval. Members are responsible to install and maintain
culverts when constructing over drainage ditches on their property. The culvert must be a
minimum of twelve (12) feet long and twelve (12) inches in diameter. All costs associated
with the installation and maintenance of the culvert shall be paid by the Member.

Section 3: Subdivision Property/ Easements. No Member shall use Subdivision Property
including easements in any manner that interferes with the rights of other Members. No
Member shall seek to obtain exclusive ownership of Subdivision Property by means of
adverse possession. No Member shall commence an action to obtain exclusive ownership
of Subdivision Property, including petitions and actions to abandon and/or vacate, without
providing the Association with thirty (30) days prior written notice.

Section 4: Construction. All construction within the Boundary shall comply with these
procedures. Prior to applying to the township, county or state agencies for any permits or
variances, Members and Unimproved Property Owners shall provide the Construction
Committee with the following:
(a) Three (3) copies of the construction drawings & three (3) site plan drawings; or (three
(3) copies of the construction drawings & five (5) site plan drawings for construction
projects over 750 Sq./Ft.) or (thirteen (13) copies of the construction & site plan
drawings if a variance is sought);
(b) Full payment for the tap fee and/or applicable road and bridge bond;
(c) Insurance certificates for the contractor(s) as set forth in the Association’s
“Homeowners Contractors Insurance Requirements”; and
(d) The Association’s “Application for Association Approval” fully executed by the
Member/Unimproved Property Owner and his or her contractor(s).
The Construction Committee will review the plans and notify the Member/Unimproved
Property Owner of any special concerns regarding construction traffic. The plans will be
stamped to signify compliance with these procedures, one (1) copy retained by the
Association and the remainder returned to the Member/Unimproved Property Owner who
shall provide the stamped copies to the township when applying for the permit or variance.
The Township has agreed not to issue a building permit unless the plans submitted by the
Member/Unimproved Property Owner include the Association’s stamp signifying its review
and approval.

Section 5: Unbuildable Lots. The Association assumes no liability for access to, water to or
egress from the following properties. Lots 107 through 146 on Clinton Drive; Lots 147 through
166 on Auburndale; Lots 167, 168, 169, and Lots 186 through 199 on North Park Drive; Lots 170
through 185 on South Park Drive. Developing and/or building on said aforementioned lots is
only through the approval of the Board. Failure to comply full with this notice provision voids
any and all obligations, liability and/or potential causes of action against the Association
and/or the Board by any manner whatsoever with said consideration.

Section 6: Water Meters/Water Taps. All new construction is required to comply with existing
Township water connection standards, including, if required, installation of water metering
equipment. There shall be a limit of one (1) tap per building and taps shall be a maximum of
one (1) inch in diameter.

Section 7: Water System Repairs. - Members are responsible for water leaks from the
property line shut-off to and including the building, as well as adequate protection for curb
box and shut-off valve. If leaks are not repaired within seven (7) days of written notification
by the Water Committee, the Association will turn off the water. The water will not be turned
on until the repair has been inspected and approved by the Water Committee. The Board
of Directors will assess a charge covering labor and material for servicing all substandard
water line installations not installed (or inspected and approved at the time installation) by
the Water Committee. The property owner will be charged for labor and material required
to bring the installation to the Association’s standards. This will include the service required
when the property owner has not furnished a shut-off between the curb box and the service
entrance. Members shall not take any action, which will interfere with the Association’s
ability to access the water main shut off located on their property.

Section 8: Dock Rental: Canal Committee shall be responsible for maintaining canals as directed by the Board of Directors. It shall also be responsible for the maintenance and administration of the 18 docks allowed by the Township of West Bloomfield as existing non-confirming and according to the rules and regulations as specified by the Board of Directors. Money collected from the dock rental shall be dedicated to the maintenance of the canals and docks.

Article VII: MISCELLANEOUS
Section 1: Non-discrimination. The Association shall not discriminate against any Member
based upon race, religion, color, national origin, age, citizenship, sex, marital status, sexual
orientation, parental status, handicap, or political affiliation.

Section 2: Indemnification. The Association shall, to the fullest extent authorized by the
Michigan Nonprofit Corporation Act, (a) indemnify any person, or their estate, who is sued
or is threatened with suit (whether criminal or civil) by reason of the fact such person is or
was a Director, Officer, or Committee Member (“Covered Suit”); and (b) pay or reimburse
the reasonable expenses incurred by such person or their estate in connection with the
Covered Suit.

Section 3: Conflicts of Interest. The Board shall develop and follow a Conflicts of Interest
Policy.

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The Association on, May 5th, 2020 duly adopted these Bylaws.
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