

**PINE CREEK RIDGE HOMEOWNERS ASSOCIATION AMENDED BY-LAWS**

**ARTICLE I - ARTICLES OF INCORPORATION**

The Articles of Incorporation of PINE CREEK RIDGE HOMEOWNERS ASSOCIATION, a non-profit corporation, as filed with the Corporation and Securities Bureau of the Michigan Department of Commerce, are hereby incorporated by reference and adopted in their entirety as a part of the By-Laws of this Association.

**ARTICLE II - DEFINITIONS**

**SECTION 1.** “Association” shall mean and refer to Pine Creek Ridge Homeowners Association, a Michigan non-profit corporation, its successors and assigns.

**SECTION 2.** “Builder” shall mean and refer to a person or entity engaged in the business of constructing residential dwellings who purchases one or more lots from Declarant for resale to owner-occupants.

**SECTION 3.** “Declarant” shall mean and refer to River Place/Abbey Limited Partnership, a Michigan limited partnership, and its successors and assigns.

**SECTION 4.** “Member” shall refer to the titleholder of a Lot in the Subdivision, except in the instance of a sale on land contract, in which case the land contract purchaser/vendee shall be the Member in lieu of the titleholder so long as the land contract is not in default.

**SECTION 5.** “Purpose(s) of the Association” shall refer to the purposes set forth in Article II of the Articles of Incorporation of Pine Creek Homeowners Association.

**SECTION 6.** “Declaration” shall refer to the Declaration of Easements, Covenants, and Restrictions recorded June 14, 1990, in Liber 1412, Page 706, Livingston County Records, and all subsequently recorded amended Declarations. The last recorded Declaration of Easements, Covenants and Restrictions is entitled: “Fifth Amended and Restated Declaration of Easements, Covenants and Restrictions”.

**SECTION 7.** “Subdivision” shall mean and refer to the real property located within Pine Creek Ridge Subdivisions Nos. 1 through 6, a residential development located in the Township of Genoa and the Township of Hamburg, Livingston County, Michigan pursuant to the Plats recorded in Liber 28, Pages 15-25 of Plats; Liber 32, Pages 38-44 of Plats; Liber 33, Pages 28-30 of Plats; Liber 34, Pages 9-17 of Plats; Liber 35, Pages 15-26 of Plats; and Liber 38, Pages 15-23 of Plats, all recorded at Livingston County Records.

### **ARTICLE III - MEMBERSHIP**

Membership in the Association is mandatory and shall be appurtenant to and may not be separated from the titleholder or land contract vendee of any Lot in the Subdivision.

### **ARTICLE IV - VOTING RIGHTS AND PRIVILEGES**

**SECTION 1.** Only one (1) vote may be cast for each individual Lot in the Subdivision, regardless of the number of titleholders for each individual Lot.

**SECTION 2.** The rights of a Member to vote and the privileges to use Association property and facilities, are subject to compliance with all of the following:

- A. timely payment of the annual general assessments and all special assessments;
- B. compliance with the Declaration; and
- C. compliance with all rules and regulations of the Association.

**SECTION 3.** The rights and privileges of any Member shall be suspended by the Board of Directors during any period when such Member is not in compliance with Article IV, Section 2 above. Rights and privileges of the Member shall be automatically restored by the Board of Directors upon the Member's curing of the non-compliance(s). Written notice of any suspension/restoration of a Member's rights shall be provided to the Member by first class mail with a copy of the written suspension/restoration being retained by the Secretary.

### **ARTICLE V - MEETINGS OF MEMBERS**

**SECTION 1.** There shall be an annual meeting of the Members which shall be held during the third week of May of each year, but not on a legal holiday. The purpose of the annual meeting shall be to transact such business as may be properly brought before the Members including the election of the Board of Directors of the Association, or the election of any Directors if there are vacancies on the Board of Directors. Thirty (30%) percent of the Members (either physically in attendance or by written proxy) shall constitute a quorum for the transaction of business, except as otherwise provided by law or these By-Laws. If, however, a quorum shall not be present, the Members entitled to vote as determined by the Secretary of the Board of Directors and present in person, shall adjourn the meeting until a quorum of the Members shall be represented. At such adjourned meeting any business may be transacted which might have been transacted at the meeting if held on the original date.

**SECTION 2.** All meetings of the Members, whether annual meetings or special meetings, shall be conducted in accordance with the latest published edition of *Roberts Rules of Order*.

**SECTION 3.** Except as otherwise provided in the Articles of Incorporation or in a by-law adopted by the Members, a Member entitled to vote at a meeting may vote by a written

proxy. The written proxy shall be created and issued by the Board of Directors and provided to the Members by the Secretary, along with and at the time of providing the notice of the annual and/or special meeting. A proxy shall be signed by the Member or an authorized agent or representative of the Member. A proxy is not valid after the expiration of six (6) months from its date unless otherwise provided in the proxy. A proxy is revocable at the pleasure of the Member executing it. The authority of the holder of a proxy to act is not revoked by the incompetence or death of the Member who executed the proxy unless, before the authority granted by the proxy is exercised, written notice of an adjudication of incompetency or notice of death is received by the Secretary.

**SECTION 4.** Special meetings of the Members shall be called at the written request of the Board of Directors, or at the written request of Members in good standing holding a majority of the votes of the Association. The written request shall state the purpose or purposes of the proposed special meeting. For purposes of this Section, a majority of the Members shall mean fifty one (51%) percent or more of all Members in good standing. For purposes of a quorum at a special meeting, a quorum shall consist of thirty (30%) percent of the Members (either physically in attendance or by written proxy).

**SECTION 5.** Each Member shall provide his/her/their mailing address and any subsequent change of address to the Secretary of the Association at least once annually on a form approved by the Board of Directors. A complete list of the membership arranged in alphabetical order, with the Lot number and mailing address of each, shall be prepared by the Secretary not less than once annually, and shall be copied and provided to any Member upon written request to the Board of Directors. The list of all Members shall be made available for inspection by the Members at the annual meeting of the Members.

**SECTION 6.** Notice of the annual or any special meetings of the Members shall be given to the Members by the Secretary at least ten (10) days, but no more than sixty (60) days, prior to the meeting. Notice may be given to the Member either personally, or by mailing a copy of the notice, first-class, postage prepaid, to the address registered with the Secretary and on file with the Board of Directors. In the event no address is registered with the Secretary and on file with the Board of Directors, the Notice shall be sent to the property address. The notice shall state the date, time, and location of the meeting and, in the instance of a special meeting, the purpose of such meeting.

**SECTION 7.** The Board of Directors shall present at each annual meeting and when called for by vote of the membership at any special meeting of the membership, a full and clear financial statement of the business and condition of the Association. Otherwise, business transacted at all meetings shall be limited to those matters stated in the notice of meeting.

## ARTICLE VI - BOARD OF DIRECTORS

**SECTION 1.** The affairs of the Association shall be governed by a Board of Directors, which shall have the power and duties necessary for the administration of the affairs of the Association as required and permitted by the Articles of Incorporation and may do all such acts and things as are not prohibited by law, the Declaration or these By-Laws.

**SECTION 2.** The number of directors shall be seven (7). At the annual meeting of the Members held after January 1, 2006, the Board of Directors shall be elected by a vote of the Members. The candidates for the Board of Directors shall be elected to staggered terms with the terms of each Director elected being determined as follows: the four (4) candidates receiving the highest vote totals shall each be elected to a two (2) year term; and, the remaining three (3) candidates receiving the next highest vote totals shall each be elected to the Board of Directors for a one (1) year term. At the annual meeting held after January 1, 2007, three (3) candidates for the Board of Directors receiving the highest vote totals shall be elected to a two (2) year term. At each annual meeting of the membership thereafter, the Members shall elect Directors required to fill the vacancy of any Director whose term has expired to serve a term equal to the expired term. If the expired terms of five (5) or more Directors require election by the Members, the terms of the newly elected Directors shall be determined as set forth in this Section. In the event that the election results in a tie vote between two or more candidates, and the candidates refuse to cede the election to only one amongst them, the tie vote shall be resolved by a drawing of lots, which drawing shall be conducted by the Secretary in the presence of the candidates and the Members in attendance at the meeting. The term of any newly elected Director shall commence upon the adjournment of the annual meeting of the Members.

**SECTION 3.** The powers and duties of the Board of Directors shall include, but not be limited to, the following:

- A. appointment of the Members who will serve on the Architectural Control Committee as provided for in the Declaration;
- B. enforce compliance with the Declaration, including, if necessary the institution of legal proceedings;
- C. establish rules and regulations regarding use of Association property and facilities, and enforce compliance with same, including if necessary the institution of legal proceedings;
- D. acquire, insure, maintain, upkeep and improve Association property and facilities, including timely paying all insurance premiums and other expenses associated therewith;
- E. hire, dismiss, and supervise any personnel or consultants necessary for maintenance and operation of the Association or its property and facilities;

- F. prepare and provide to each member by mail and/or by email an Association budget prior to the commencement of each fiscal year and revise such budget as shall be necessary from time to time;
- G. assess and collect annual and/or special assessments to be paid by each Member; and
- H. implement the purposes of the Association by conduct and acts necessary or incidental to their achievement.

**SECTION 4.** Each Director shall serve on the Board until:

- A. such Director tenders his/her resignation;
- B. removal as provided in Section 5 below;
- C. death or mental incompetence of the Director; or
- D. said Director no longer holds an interest as a title holder or land contract vendee in any portion of the Subdivision.

Upon the occurrence of such resignation, death, incompetence, and/or withdrawal of a Director, a new Director shall be elected by the board of Directors to serve until the next annual meeting. The new Director elected by the Board of Directors shall commence his/her duties as a Director immediately upon his/her election.

**SECTION 5.** At any special meeting of the Members duly called for the purpose of removal of a Director or Directors, any one or more of the Directors may be removed, with or without cause, by a vote of two-thirds (2/3rds) of the Members having voting rights. Voting by a Member may be by physical attendance at the special meeting or by written proxy. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. In the event a Director is removed under this Section, a special meeting of the Members may be called by the Board of Directors to take place within ninety (90) days after the Members vote of removal, for the purpose of electing a Director to fill the vacancy, other than the removed Director, which elected Director shall serve the remaining portion of the removed Director's unexpired term. The failure or neglect of the Board of Directors to call a special meeting of the Members shall not invalidate any lawful action taken by the Board of Directors thereafter, notwithstanding there may be less Directors than the number of Directors required by Section 2, above.

## **ARTICLE VII - MEETINGS OF THE BOARD OF DIRECTORS**

**SECTION 1.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. All meetings of the Board of Directors shall be open to Members, except that the Board may, by majority vote, hold an executive session when the best interests of the Association require confidentiality. Written notice of meetings shall be mailed or emailed to each Director at least two (2) days prior to the meeting.

**SECTION 2.** Special meetings of the Board of Directors may be called by the President or any two (2) Directors. Written notice to each Director shall be provided at least two (2) days prior to the meeting by either personal delivery or by email of the notice, which notice shall state the time, place, and purpose of the meeting.

**SECTION 3.** Attendance by a Director at a meeting constitutes a waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened or called.

**SECTION 4.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the act(s) of the Board of Directors, except as may be otherwise specifically provided by law or these By-Laws.

**SECTION 5.** A Director may participate in any Board of Directors meeting by a conference telephone or by other similar communication equipment through which all persons participating in the meeting may communicate with the other participants and hear each other. All participants shall be advised of the communications equipment and the names of the participants in the conference shall be divulged to all participants. Participation in a meeting pursuant to this Section constitutes presence in person at the meeting.

**SECTION 6.** The Board of Directors may at any time act by a signed written consent of a majority of the Directors. A signed copy of such fully executed consent shall be promptly forwarded to each Director and recorded in the minutes by the Secretary as a matter of record.

## **ARTICLE VIII - ELECTION OF OFFICERS**

**SECTION 1.** The principal Officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors at the first meeting of the Directors held after the annual meeting of the Members.. The Directors may appoint such other Officers as in their judgment may be necessary.

**SECTION 2.** All elected Officers of the Association shall serve a term of one (1) year and shall hold office at the pleasure of the Board.

**SECTION 3.** Upon an affirmative vote of a majority of the Board of Directors at a regular or special meeting, any Officer may be removed, either with or without cause. The

successor officer shall be elected at the next regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

## **ARTICLE IX- DUTIES OF OFFICERS**

**SECTION 1.** The President shall be the Chief Executive Officer of the Association. He/she shall preside at all meetings of the Members and of the Board of Directors. He/she shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to see that all orders and resolutions of the Board are carried into effect and the power to appoint committees from among the Members from time to time as he/she may, in his/her discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

**SECTION 2.** The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors may appoint another Member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Directors.

**SECTION 3.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He/she shall have charge of such books and papers as the Board of Directors may direct; and he/she shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall maintain the annual register of the names and addresses of the Members and shall be responsible for the authenticity and certification of the voting rights of the Members entitled to vote at the annual and/or special meeting. The Secretary shall likewise keep a copy of the annual membership registration in the minute book of the Association.

**SECTION 4.** The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He/she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may, from time to time, be designated by the Board of Directors. Funds shall be withdrawn from depositories only by such Association Officers as may be from time to time designated and authorized by the Board of Directors.

**SECTION 5.** The Officers shall have such other duties powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

## ARTICLE X - ANNUAL GENERAL ASSESSMENT

**SECTION 1.** The Board of Directors shall determine for each fiscal year the total amount required to operate and carry out Association purposes for such year and shall levy an annual general assessment against each Lot in the Subdivision in an amount necessary to meet that cost. The annual assessment may be increased by an amount in excess of twenty-five (25%) percent of the prior fiscal year's annual general assessment only by a vote of 2/3rds of the Members voting, either in person or by written proxy, at a special meeting of the Members duly called for that purpose.

**SECTION 2.** Notwithstanding anything in this Article X to the contrary, neither the Declarant nor any Builder shall be personally liable to pay any annual general assessment of the Association; provided that in lieu of an annual general assessment, the Declarant and Builder or, if Declarant has sold a Lot on land contract to a Builder, then such Builder shall pay the Association a portion of the actual, reasonable, and necessary expenses of carrying out the Association's responsibilities (including, without limitation, taxes and insurance), excluding creation of reserves or the acquisition of recreational equipment, not to exceed the amount of the general expenses by a fraction, the numerator of which shall be the number of Lots owned by Declarant or each such Builder, as applicable, and the denominator of which shall be the total number of Lots within the Subdivision. Nothing in this Section 2 shall excuse Declarant or any Builder from the obligation to pay special assessments.

**SECTION 3.** The Board of Directors shall fix the amount of the annual general assessment against each Lot at least fifteen (15) days in advance of the last day of the fiscal year of the Association and further order whether the annual general assessment will be payable on a monthly, quarterly, semi-annual, or annual basis. Written notice of the annual general assessment shall be sent by first class mail to the last registered address of each Member by the Secretary or the person appointed for such purpose by the Board of Directors.

**SECTION 4.** Upon purchasing any Lot from a Builder or Declarant, the titleholder or land contract purchaser, other than a Builder, shall be liable for the annual general assessment for the balance of the year in which the Lot is purchased, which shall be pro-rated to, and payable upon, the date of the closing.

**SECTION 5.** No Member or Builder may exempt him/herself from liability for annual general assessments against his/her Lot by claiming a waiver of the use or enjoyment of any of the Association services, property or facilities, or his/her cessation of occupation of the Lot, or by the sale or transfer of Lot to person or entity, except that the balance owed or any annual general assessment made after sale or transfer shall be the responsibility of the transferee.

**SECTION 6.** An annual general assessment (including any accrued interest and expenses incurred in its collection) shall constitute a lien on such Lot from the date of assessment until payment thereof, prior to all other liens except liens for taxes by any federal, state, county, or local government and all sums unpaid on a prior mortgage of record. In the event the assessment is not paid by the due date, it shall accrue interest at a rate of interest determined from time to time by the Board of Directors.

**SECTION 7.** The Board of Directors may enforce collection for delinquent annual general assessments by suit at law for a money judgment or by the equitable remedy of foreclosure of the lien securing payment. The remedy selected for enforcement of the lien shall be determined by the Board of Directors. The expenses incurred in preparing and filing the lien, recording the lien, enforcing the lien, and discharging and recording the lien discharge, including interest, costs, and attorneys' fees, shall be chargeable and collected from the Member in default.

**SECTION 8.** In addition to the remedies provided in Section 7 above, the Board of Directors shall enforce the remedies provided in Article IV, Section 3 above against any non-complying Member.

**SECTION 9.** The obligations for delinquent annual general assessments shall not pass to the Member's successors in title, unless expressly assumed by them, and shall remain a lien on the Lot until fully paid and satisfied.

**SECTION 10.** In the case of a Lot split, the assessments for such Lot shall be divided between the resulting titleholders on a formula based upon their relative square footage owned of the split Lot.

#### **ARTICLE XI - SPECIAL ASSESSMENTS**

**SECTION 1.** Any and all special assessments whether for acquisition or for capital improvement shall be determined and levied in accordance with the Declaration.

**SECTION 2.** After a special assessment has been levied, the Board of Directors shall set the due date of the special assessment and determine whether the special assessment is payable in a lump-sum or on an installment basis. Written notice of the special assessment levied shall be sent by first class mail to the Member's registered address, or in the absence of a Member's registered address being available to the Board of Directors, to the Lot address.

**SECTION 3.** A Member shall be liable for any special assessment assessed against his/her Lot which is assessed during the time he/she owns said Lot.

**SECTION 4.** No Member may exempt him/herself from liability for special assessments against his/her Lot in the Subdivision by waiver of the use or enjoyment of any of the Association services, property, or facilities, or by his/her abandonment of his/her Lot, or by the sale or transfer of his/her Lot to a third party, except that special assessments made after a third party becomes Owner shall be assessed to the third party.

**SECTION 5.** A special assessment (including any accrued interest and expenses incurred in its collection) shall constitute a lien on such lot from the date of assessment until payment thereof, prior to all other liens except liens for taxes by any federal, state, county, or local government and all sums unpaid on all prior mortgages of record. In the event the

assessment is not paid by the due date, it shall accrue interest at the highest rate permitted by law.

**SECTION 6.** The Board of Directors may enforce collection for delinquent special assessments by a suit at law for a money judgment or by the equitable remedy of foreclosure of the lien securing payment. The remedy selected for enforcement of the lien shall be determined by the Board of Directors. The expenses incurred preparing and filing the lien, recording the lien, enforcing the lien, and discharging and recording the lien discharge, including interest, costs, and attorneys' fees, shall be chargeable and collected from the Member in default.

**SECTION 7.** In addition to the remedies provided in Section 7 above, the Board of Directors shall enforce the remedies provided in Article IV, Section 3 above, against any non-complying Member.

**SECTION 8.** The special assessment together with interest thereon at the highest rate permitted by law, collection costs, including reasonable attorneys' fees, shall also be the personal obligation of the Member at the time such special assessment fee was assessed. The personal obligation for delinquent assessments shall not pass to the successors in title of the Member, unless expressly assumed by them, but shall remain a lien on the Lot until paid.

**SECTION 9.** In the case of a Lot split, the special assessments for such Lot shall be divided between the resulting titleholders on a formula based upon their relative square footage owned of the split Lot.

## **ARTICLE XII – AMENDMENTS**

**SECTION 1.** These By-Laws may be amended by an affirmative vote by the majority of the Members present and entitled to vote (in person or by written proxy) at any duly called annual or special meeting of the Members.

## **ARTICLE XIII - MISCELLANEOUS**

**SECTION 1.** In the event any of these By-Laws shall be in conflict with or fail to comply with Michigan law, including, but not limited to, the Michigan Non-Profit Corporation Act, the Articles of Incorporation or the Declaration, the provisions of the law, the Articles of Incorporation and/or the Declaration shall be controlling.

**SECTION 2.** The word “he” shall be used as synonymous with the word “she”, and the word “his” synonymous with the word “her”.

**SECTION 3.** The Association shall neither have nor use a corporate seal.

Adopted: January 18, 2006