

DEERFIELD PARK SOUTH SUBDIVISION HOMEOWNERS ASSOCIATION

BY-LAWS

ARTICLE I

ADOPTION OF OTHER DOCUMENTS

SECTION 1. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. The Deerfield Park South Subdivision No. 1 Declaration of Covenants, Conditions and Restrictions, dated February 5, 1997 and recorded on February 18, 1997, in Liber 7356, Pages 659 through 677, inclusive, Macomb County Records, State of Michigan, affecting property of Polaris Enterprises, a Michigan co-partnership, as amended by the First Amendment to Deerfield Park South Subdivision No.1 Declaration of Covenants, Conditions and Restrictions (Adding Deerfield Park South Subdivision No.2) dated December ____, 1998, as the same may be further amended from time to time (hereinafter referred to as the "Declaration"), is hereby incorporated by reference and adopted in its entirety as part of the By-Laws of Deerfield Park South Subdivision Homeowners Association (hereinafter referred to as the "Association").

SECTION 2. ARTICLES OF INCORPORATION. The Articles of Incorporation of this Association, filed with the Michigan Department of Commerce on December ____, 1998, are hereby incorporated by reference and adopted in their entirety as part of the By-Laws of this Association.

SECTION 3. DEFINITION OF TERMS. Capitalized terms used in these By-Laws and not otherwise defined herein shall have the meanings ascribed to such terms in the Declaration.

SECTION 4. CONFLICT OF TERMS AND PROVISIONS. In the event there exists any conflict between or among the terms and provisions contained within the Declaration, the Articles of Incorporation or these By-Laws, the terms and provisions of the following documents, in their stated order of priority, shall control: (i) the Declaration; (ii) the Articles of Incorporation of this Association; and (iii) the By-Laws of this Association.

ARTICLE II

REGISTERED OFFICE

SECTION 1. REGISTERED OFFICE. The registered office of the Association shall be located at 2207 Orchard Lake Road, Suite A, Sylvan Lake, Michigan 48320, or at such other registered office as the Board of Directors of the Association may determine from time to time.

ARTICLE III

MEMBERS

SECTION 1. MEMBERSHIP. There shall be two classes of members: Class A Members and Class B Members (collectively referred to as the "Members").

(a) Class A Members. Class A Members shall be as set forth in Section 2.03(a) of the Declaration.

(b) Class B Members. The Class B Member shall be as set forth in Section 2.03(b) of the Declaration.

(c) Membership Rights and Obligations. All membership rights and obligations of an Owner other than Developer shall be appurtenant to and may not be separated from the ownership of said Owner's Lot. Where the Owner of a Lot consists of more than one (1) person or entity, said multiple owners shall collectively be deemed one (1) Member, but all of said co-owners shall be jointly and severally liable for the assessments levied against the Lot collectively owned by said co-owners.

SECTION 2. PLACE OF MEETING. Meetings of the Members of the Association shall be held at a suitable place convenient to the Members as may be designated by the Board of Directors. Meetings of the Members of the Association shall be conducted in accordance with generally accepted rules of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, these By-Laws or the laws of the State of Michigan.

SECTION 3. ANNUAL MEETING OF MEMBERS. The annual meeting of the Members to be held for the purpose of first permitting Class A Members to participate in the election of Directors of the Association shall be held as soon as reasonably possible following the date the Class A Members acquire voting rights in the Association. The annual meeting of the Members commencing with the year following the year in which the Class A Members of the Association first participate in the election of the Directors of the Association, and each annual meeting thereafter, shall be held within one hundred twenty (120) days following the Association's year end, on a day not a legal holiday, at 7:00 o'clock p.m., local Detroit time, or at such other time as shall be determined from time to time by the Board of Directors of the Association, unless the action to be taken at the annual meeting is taken by written consent, as provided in Section 8 below. At said meeting, the Members shall elect Directors and shall transact such other business as may be properly brought before the Association. If the annual meeting is not held on the date designated therefor, the Board of Directors shall cause the meeting to be held as soon thereafter as convenient.

SECTION 4. NOTICE OF MEETING OF MEMBERS. Except as otherwise provided in the Nonprofit Corporation Act, Act 162 of the Public Acts of 1982 (hereinafter referred to as the "Act"), or elsewhere in these By-Laws, written notice of the time, place and purpose(s) of a meeting of Members shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting, to each Member of record entitled to vote at the meeting. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and at the adjourned meeting only such business is transacted as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Member. If a Member attends a meeting of the Members, that Member waives any objection to (a) lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to the holding of the meeting or transacting business at the meeting; and (b) consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to consideration of the matter when presented.

SECTION 5. SPECIAL MEETING OF MEMBERS. The Board of Directors of the Association or the Members representing a majority of the total number of outstanding votes of all Members of the Association then entitled to vote may call a special meeting of the Members of the Association. The method by which such meeting may be called is as follows: Upon receipt of a specification in writing setting forth the date and purpose(s) of such proposed special meeting, signed by the Board of Directors, or by such majority of the Members of the Association, the Secretary of the Association shall prepare, sign and mail the requisite notice for such meeting.

SECTION 6. QUORUM OF MEMBERS.

(a) With respect to the meeting held for the purpose of first permitting the Class A Members to participate in the election of the Directors of the Association, the quorum for holding such meeting shall be the Members present in person or by proxy, and there shall be no requirement that a minimum number of Members be present.

(b) Except as elsewhere herein specifically provided, and except as otherwise provided in the Declaration, the presence, in person or by proxy, of Members representing forty (40%) percent of the total number of outstanding votes of all Members then entitled to vote shall constitute a quorum for holding all other meetings of Members. The Members present in person or by proxy at such meeting may continue to do business until adjournment, regardless of whether or not there are enough Members present to constitute a quorum. Whether or not a quorum is present, the meeting may be adjourned by a vote of the Members present.

SECTION 7. VOTE OF MEMBERS. Members of the Association shall have the following voting rights:

(a) CLASS A MEMBERS. Class A Members shall have no voting rights until the time specified in Section 7(b) below. Thereafter, as to each matter submitted to a vote of the Members, each Class A Member shall be entitled to one (1) vote for each Lot owned by the Class A Member. Where title to a Lot is held by more than one (1) person or entity, all such persons or entities shall constitute Members but jointly shall be entitled to only one vote per Lot owned by them. Where a Lot is sold pursuant to a land contract, the purchaser under said land contract shall be entitled to the vote for said lot. When more than one (1) person or entity holds title to a Lot (including co-purchasers under a land contract), the vote for the Lot shall be exercised as the multiple Owners may, among themselves, agree, and they shall notify the Association in writing of the person entitled to exercise such vote. In the event any multiple Owners fail to provide such notice to the Association within thirty (30) days prior to the date set for a meeting, the Owner whose name first appears on record title shall be deemed to be the Member authorized to vote on behalf of all the multiple Owners and any vote cast in person or by proxy by said Owner, or the failure of said Owner to vote, shall be binding upon all such multiple Owners.

(b) CLASS B MEMBER. Until the date that 95% of the Lots have Owners who are persons or entities other than Developer or a Builder, or on such earlier date as is designated in writing by Developer, the Class B Member shall have the sole voting rights in the Association. On the date that 95% of the Lots have Owners who are persons or entities other than Developer or a Builder, or on such earlier date as the Developer has designated in writing, the Class A Members shall have the voting rights specified in Section 7(a) above. Thereafter, in order to continue the orderly development and maintenance of the Property and the Common Areas, the Developer shall have three (3) votes for such Lot as to which Developer is the Owner; Class B Membership shall terminate as to each such Lot owned by Developer upon the conveyance of such Lot to an Owner other than Developer, and such Owner shall thereafter be a Class A Member.

(c) VOTING GENERALLY. A Member may cast a vote orally or in writing. When an action is to be taken by vote of the Members, the action shall be authorized by a majority of the votes cast, unless these Bylaws or the Articles of Incorporation, the Declaration, or the Act require a greater plurality. Any Member may authorize any individual to attend any meeting on his or her behalf and give such individual a written proxy to vote on any matter submitted to a vote.

(d) SEPARATE VOTE FOR MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE. Notwithstanding anything contained herein to the contrary, there shall be a separate vote to elect each of the members of the Architectural Control Committee for each such position to be filled, as specified in Article IV, Section 1 below.

SECTION 8. CONSENT OF MEMBERS IN LIEU OF MEETING. Any action required or permitted by the Act to be taken at an annual or special meeting of Members may be taken without a meeting, without prior notice and without a vote, if all of the Members entitled to vote thereon consent thereto in writing either prior or subsequent to the time such action is taken. Any action required or permitted by the Act to be taken at any other meeting of Members may be taken without a meeting, without prior notice and without a vote, if a written consent setting forth the action so taken, is given by the Members having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to Members who have not consented in writing.

SECTION 9. EVIDENCE OF OWNERSHIP. No Owner may vote at any meeting of the Association until he or she has presented evidence of ownership to the Association.

SECTION 10. SPECIAL MEETING FOR PURPOSE OF ESTABLISHING CERTAIN SPECIAL ASSESSMENTS; QUORUM REQUIREMENTS. In accordance with Article IV of the Declaration, special assessments for certain capital improvements shall not be levied unless first approved by sixty (60%) percent of the total combined Class A and Class B votes, cast in person or by proxy at a meeting of the Members duly called for such a purpose. Written notice of such meeting shall be sent to all Members at least thirty (30) days in advance of the meeting, which notice shall set forth the purpose of the meeting.

The quorum required for the first meeting called for the purpose of voting on such special assessment shall be at least eighty (80%) percent of all of the then authorized votes of the Members, present either in person or by proxy. If the required quorum is not present at the first meeting called for the purpose of considering such special assessment, another meeting may be called for said purpose, which notice thereof shall be given as provided for in this Section 10, and the required quorum at such subsequent meeting shall be reduced to sixty (60%) percent of all the then authorized votes of the Members, present either in person or by proxy, provided that such second meeting is held within sixty (60) days from the date of the first meeting.

ARTICLE IV

COMMITTEES

SECTION 1. ARCHITECTURAL CONTROL COMMITTEE. At such time as the Class A Members obtain voting rights in the Association, or at such earlier time as the Class B Member may elect, the Class B Member shall delegate and assign all of the Developer's rights, duties, and obligations as set forth in Articles V and VI of the Declaration to an Architectural Control Committee, as provided in the Declaration. Article VI of the Declaration sets forth the power granted or delegated to the Architectural Control Committee. The Architectural Control Committee shall consist of no less than three (3) members and no more than five (5) members. The Class B Member shall appoint and remove members of the Architectural Control Committee at its sole discretion until such time as the Class B Member transfers to the Association its right to appoint and remove members of the Architectural Control Committee. The Class B Member may, until its appointment rights are transferred to the Association, terminate the appointment of any person designated by the Class B Member and may fill the vacancy so created by appointment. Notwithstanding the foregoing, at such time as the Class A Members have elected the Board of Directors of the Association, the right to appoint members of the Architectural Control Committee shall be deemed to be vested in the Association. Each member of the Architectural Control Committee shall be a Class A Member of the Association or a person designated by the Class B Member and shall serve a term which shall be the longer of one year or until his or her successor has been elected and has accepted such election. In the event that a Class A Member shall die, resign from the Committee, or no longer be a Member of the Association, the Board of Directors shall fill the vacancy so created by majority vote. Members of the Committee shall serve without compensation. The Architectural Control Committee may adopt rules for the

performance of its duties and the conduct of its meetings and may appoint one or more persons to act for it between meetings.

SECTION 2. FORMATION OF OTHER COMMITTEES. The Board of Directors of the Association may establish one (1) or more committees, in addition to the Architectural Control Committee, each committee to consist of one (1) or more individuals who are Directors of the Association. The Board of Directors of the Association may designate one (1) or more individuals as alternate members of any committee, who may replace an absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the members thereof present at any meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another Director of the Association to act at the meeting in the place of any such absent or disqualified individual. Any such committee shall exercise all the powers and authority of the Board of Directors of the Association in reference to the matter and in the manner set forth by the Board of Directors in the resolution creating such committee; provided, however, no such committee shall have the power or authority to (i) amend the Articles of Incorporation of the Association, (ii) recommend to the Members a dissolution of the Association, a revocation of a dissolution or a cessation of the Association, (iii) amend the By-Laws of the Association or (iv) fill vacancies in the Board of Directors. Any such committee, and each Member thereof, shall serve at the pleasure of the Board of Directors of the Association.

SECTION 3. REGULAR MEETINGS OF THE COMMITTEE. Regular meetings of any committee may be held without notice at such times and places as shall be determined from time to time by the members of said committee.

ARTICLE V

DIRECTORS

SECTION 1. BOARD OF DIRECTORS. The right to manage the affairs of the Association shall be exclusively vested in the Association's Board of Directors. The Developer shall have the exclusive right to appoint Directors until the annual meeting immediately following the date that the Class A Members obtain voting rights in the Association, or until such time as Developer elects otherwise by written notice to the Association, whichever occurs first. At such time as the Developer ceases to have the right to appoint the Board of Directors, the members of the Board of Directors shall be appointed at the annual meeting of the Members, by majority vote of all Members present in person or by proxy, so long as a quorum is present.

SECTION 2. NUMBER AND TERM OF DIRECTORS. The Board of Directors shall consist of five (5) Members. At such time as the Class A Members first participate in the election of Directors, the Members shall elect three (3) Directors to serve special terms of one (1) year each, and two (2) additional Directors to serve terms of two (2) years each. Thereafter, a Director shall hold office for two (2) years and until his or her successor is elected, or until his or her resignation or removal. All Directors must be Members or officers, partners, trustees or employees of Members that are not individuals.

SECTION 3. REMOVAL OF DIRECTORS. Each Director shall serve on the Board of Directors until:

- (a) the expiration of such Director's term;
- (b) such Director tenders his or her resignation;
- (c) such Director is removed by the Members whose aggregate vote constitutes at least sixty-five (65%) percent of the total outstanding votes of all Members entitled to vote;

(d) the death or mental incompetence of a Director; or

(e) said Director (or his/her principal, if the Director is an agent of any Member) no longer holds an interest in any Lot.

Upon the occurrence of such resignation, removal, death, incompetence and/or withdrawal of a Director, a new Director shall be elected by the affirmative vote of a majority of the Members present in person or by proxy at a meeting at which a quorum is present.

SECTION 4. POWERS AND DUTIES. The Board of Directors shall have all powers and duties necessary to administer the affairs of the Association in accordance with the Declaration, the Articles of Incorporation and these By-Laws.

SECTION 5. PLACE OF MEETINGS. All meetings of the Board of Directors shall be held at the registered office of the Association, or at such other place within the County of Macomb, State of Michigan, as may be determined from time to time by the Board of Directors.

SECTION 6. REGULAR MEETINGS OF THE BOARD OF DIRECTORS. Regular meetings of the Board of Directors may be held without notice at such times and places as shall be determined from time to time by the Board of Directors.

SECTION 7. SPECIAL MEETINGS OF THE BOARD OF DIRECTORS. Special meetings of the Board of Directors may be called at any time by a majority of the persons then comprising the Board of Directors by providing notice of the time and place thereof to each Director not less than ten (10) days before the date such special meeting is to be held.

SECTION 8. QUORUM AND REQUIRED VOTE OF BOARD OF DIRECTORS. At all meetings of the Board of Directors, a majority of the members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors present at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a vote of a larger number is required by the Act, the Articles of Incorporation, the Declaration, or these By-Laws. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present.

SECTION 9. CONSENT OF DIRECTORS IN LIEU OF MEETING. Action required or permitted to be taken pursuant to authorization voted at a meeting of the Board of Directors then in office, may be taken without a meeting if, before or after the action, all members of the Board of Directors then in office consent thereto in writing. The written consents shall be filed with the minutes of the proceedings of the Board of Directors. Such consent shall have the same effect as a vote of the Board of Directors for all purposes.

SECTION 10. PARTICIPATION IN MEETING BY TELEPHONE. A Director may participate in a meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can communicate with each other. Participation in a meeting pursuant to this Section 10 constitutes presence in person at the meeting.

SECTION 11. WAIVER OF NOTICE. If a Director attends or participates in a meeting, the Director waives any right to notice of the meeting, unless the Director at the beginning of the meeting, or upon his arrival, objects to the meeting or the transaction of business at the meeting and does not thereafter participate in any vote taken at the meeting.

ARTICLE VI

NOTICES

SECTION 1. NOTICE. Any notice or communication to any Director or Member which is required under any provision of the Act, the Declaration, the Articles of Incorporation or these By-Laws, must be given in writing, either by mail or land/air express overnight courier service, addressed to such Director or Member, at the address designated by him or her for that purpose or, if none is designated, at his or her last known address. The notice or communication is deemed given one day after being deposited, with postage prepaid, in a post office or official depository under the exclusive care and custody of the United States postal service or in an appropriate depository for such land/air express overnight courier service. The mailing shall be by first class mail, except where otherwise provided in the Act. Unless otherwise provided by the Act, the Declaration, the Articles of Incorporation or these By-Laws, notice may also be given orally in person or by telephone, telex, radiogram, cablegram or facsimile, and such notice shall be deemed given when the recipient receives the notice personally, by telephone or when the notice, addressed as provided above, has been delivered to the company, or to the equipment transmitting such notice. The notice of meeting need not identify the business to be transacted at, nor the purpose of a regular or special meeting of the Members except as provided by the Act, the Declaration, the Articles of Incorporation, or these By-Laws.

SECTION 2. WAIVER OF NOTICE. When, under the Act, the Articles of Incorporation or these By-Laws, the Members of the Association or the Board of Directors may take action after notice to any person or after lapse of a prescribed period of time, the action may be taken without notice and without lapse of the applicable period of time, if at any time before or after the action is completed the person entitled to notice or to participate in the action to be taken or, in case of a Member, his or her attorney-in-fact, submits a signed waiver of such requirements. The waiver of notice of the meeting need not identify the business to be transacted at, nor the purpose of, a regular or special meeting of the Board of Directors or Members, except as provided by the Act, the Declaration, the Articles of Incorporation, or these By-Laws. Attendance of a person at a meeting constitutes a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VII

OFFICERS

SECTION 1. SELECTION. The Board of Directors, at a meeting called for such purpose, within a reasonable time after the Class A Members first participate in the election of the Board of Directors pursuant to Article V, shall appoint a President, Secretary and a Treasurer. The Board of Directors may also elect or appoint one (1) or more Vice President(s) and such other officers, employees and/or agents as they shall deem necessary, which officers, employees and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Two (2) or more offices may be held by the same person, who may also be a Director.

SECTION 2. TERM, REMOVAL AND VACANCIES. Each officer of the Association shall hold office for the term for which he or she is appointed and until his or her successor is appointed, or until his or her resignation or removal. The Board of Directors may remove any officer appointed by the Board of Directors with or without cause at any time. Any officer may resign by written notice to the Board of Directors. The Board of Directors may fill any vacancy occurring in any office in accordance with Section 1 above.

SECTION 3. PRESIDENT. The President shall be the Chief Executive Officer of the Association and must also be a Director. The President shall preside over all meetings of the Board of

Directors and of the Members of the Association. The President shall perform all duties incident to the office of President as may be prescribed by the Board of Directors.

SECTION 4. VICE PRESIDENTS. The Board of Directors may appoint one (1) or more Vice Presidents. A Vice President shall perform the duties and exercise the powers of the President during the absence or disability of the President. The Vice President shall perform such other duties as may be prescribed by the Board of Directors.

SECTION 5. SECRETARY. The Secretary shall attend all meetings of the Members and Board of Directors, and shall preserve in the books of the Association true minutes of the proceedings of all such meetings. The Secretary shall have charge of the Association's seal and shall have authority to affix the same to all instruments where its use is required or necessitated. The Secretary shall give all notices required by the Act, these By-Laws or resolution and shall perform such other duties as may be prescribed by the Board of Directors.

SECTION 6. TREASURER. The Treasurer shall have custody of all Association funds and securities and shall keep in the Association's books full and accurate accounts of all receipts and disbursements. The Treasurer shall deposit all monies, securities and other valuable effects in the name of the Association in such depositories as may be designated for that purpose by the Board of Directors. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, whenever requested, an account of all transactions and of the financial condition of the Association. The Treasurer shall also perform such other duties as may be prescribed by the Board of Directors.

ARTICLE VIII

INDEMNIFICATION

SECTION 1. NON-DERIVATIVE ACTIONS. Subject to all of the other provisions of this Article VIII, the Association shall indemnify any person who was or is a party defendant (including counter defendants, third party defendants and cross defendants), or is threatened to be made a party defendant (including counter defendants, third party defendants and cross defendants), to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, formal or informal (other than an action by or in the right of the Association), by reason of the fact that the person is or was a Director or officer of the Association, or, while serving as a Director or officer of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses (including actual and reasonable attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with defending such action, suit, or proceeding, if the person acted in good faith and in a manner the person 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, if the person had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on 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 that the person 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 or her conduct was unlawful.

SECTION 2. DERIVATIVE ACTIONS. Subject to all of the other provisions of this Article VIII, the Association shall indemnify any person who was or is a party defendant (including counter defendants, third party defendants and cross defendants), or is threatened to be made a party defendant (including counter defendants, third party defendants and cross defendants), to any threatened, pending, or completed action or suit, by or in the right of the Association to procure a judgment in its favor by reason of the fact that the person is or was a Director or officer of the Association, or, while serving as a Director

or officer of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses (including actual and reasonable attorney fees) and amounts paid in settlement actually and reasonably incurred by the person in connection with defending the action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its Members. However, indemnification shall not be made for any claim, issue, or matter in which the person has been found liable to the Association, unless and only to the extent that the court in which the action or suit was brought has determined on application that, despite the adjudication of liability but in view of all the circumstances of the case (and regardless of whether such officer or Director has met the standards of conduct described above, *i.e.* "good faith," "best interests of the corporation" or "no reasonable cause to believe his conduct was unlawful"), the person is fairly and reasonably entitled to indemnification for the reasonable expenses incurred.

SECTION 3. EXPENSES OF SUCCESSFUL DEFENSE. Without limiting the foregoing indemnities in any way, 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 and 2 of this Article VIII, or in defense of any claim, issue, or matter in the action, suit, or proceeding (and regardless of whether such officer or Director has met the standards of conduct described above, *i.e.* "good faith," "best interests of the corporation" or "no reasonable cause to believe his conduct was unlawful"), the person shall be indemnified against actual and reasonable expenses (including attorney fees) incurred by the person in connection with the action, suit, or proceeding and a resulting action, suit, or proceeding brought to enforce the mandatory indemnification provided in this Section 3.

SECTION 4. DEFINITION. For the purposes of Sections 1 and 2, "other enterprise" shall include employee benefit plans; "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and "serving at the request of the Association" shall include any service as a Director, officer, employee, or agent of the Association that imposes duties on, or involves services by, the Director or officer with respect to an employee benefit plan, its participants, or its beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be considered to have acted in a manner "not opposed to the best interests of the Association or its Members" as referred to in Sections 1 and 2.

SECTION 5. CONTRACT RIGHT; LIMITATION ON INDEMNITY. The right to indemnification conferred in this Article VIII shall be a contract right, and shall apply to services of a Director or officer as an employee or agent of the Association as well as to the person's capacity generally as a Director or officer. Except as provided in Section 3 of this Article VIII, the Association shall have no obligations under this Article VIII to indemnify any person in connection with any proceeding, or part thereof, initiated by the person without authorization by the Board of Directors.

SECTION 6. DETERMINATION THAT INDEMNIFICATION IS PROPER. An indemnification under Sections 1 or 2 of this Article VIII (unless ordered by a court) shall be made by the Association only as authorized (a) when it is determined that indemnification of the person is proper under the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 or 2, whichever is applicable, and (b) upon an evaluation of the reasonableness of expenses and amounts paid in settlement. The determination and evaluation shall be made in any of the following ways:

- (i) By a majority vote of a quorum of the Board of Directors consisting of Directors who are not parties or threatened to be made parties to the action, suit, or proceeding ("Disinterested Directors").
- (ii) If the quorum described in (i) above is not obtainable, then by majority vote of a committee consisting solely of two (2) or more Disinterested Directors, duly designated by the Board of Directors.

- (iii) By independent legal counsel in a written opinion, which counsel shall be selected in one of the following ways: (A) by the Board of Directors or its committee in the manner prescribed in (i) or (ii) above; or (B) if a quorum of the Board of Directors cannot be obtained under (i) above and a committee cannot be designated under (ii) above, by the Board of Directors.
- (iv) By a majority of the Members.

SECTION 7. PROPORTIONATE INDEMNITY. If a person is entitled to indemnification under Sections 1 or 2 of this Article VIII for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the Association shall indemnify the person for the proportionate share of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

SECTION 8. EXPENSE ADVANCE. The Association may pay or reimburse for the reasonable expenses incurred by a person referred to in Sections 1 and 2 of this Article VIII who is a party or threatened to be made a party to an action, suit, or proceeding in advance of final disposition of the proceeding if all of the following apply: (a) the person furnishes the Association a written affirmation of his or her good faith belief that he or she has met the applicable standard of conduct set forth in Sections 1 or 2; (b) the person furnishes the Association a written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct; and (c) a determination is made that the facts then known to those making the determination would not preclude indemnification under Sections 1 or 2. The Association may authorize any payment in the manner specified in Section 6. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but it need not be secured.

SECTION 9. NON-EXCLUSIVITY OF RIGHTS. The indemnification or advancement of expenses provided under Article VIII above is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the Association. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses, and the person receiving such funds shall reimburse the Association to the extent that they exceed the amount of his or her actual expenses.

SECTION 10. INDEMNIFICATION OF EMPLOYEES AND AGENTS OF THE ASSOCIATION. The Association may, to the extent authorized from time to time by the Board of Directors, grant rights of indemnification and to the advancement of expenses to any employee or agent of the Association to the fullest extent allowed under the provisions of this Article VIII with respect to the indemnification and advancement of expenses incurred by Directors and officers of the Association.

SECTION 11. FORMER DIRECTORS AND OFFICERS. The indemnification authorized by this Article VIII shall continue for a person who has ceased to be a Director or officer with respect to their acts and omissions during their tenure as a Director or officer and after the date this Article VIII was adopted by the Association, and shall inure to the benefit of the heirs, executors, and administrators of such persons.

SECTION 12. INSURANCE. The Association may purchase 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, partner, trustee, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against the costs related to the institution of any legal proceedings against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have power to indemnify the person against the liability under these By-Laws or the laws of the State of Michigan.

SECTION 13. CHANGES IN MICHIGAN LAW. If there is any change in Michigan law applicable to the Association relating to the subject matter of this Article VIII, then the indemnification to which any person shall be entitled under this Article VIII shall be determined by the changed provisions, but only to the extent that the change permits the Association to provide broader indemnification rights than those permitted to the Association before such change. Subject to Section 14, the Board of Directors may amend these By-Laws to conform to any such changed statutory provisions.

SECTION 14. AMENDMENT OR REPEAL OF THIS ARTICLE VIII. No amendment or repeal of this Article VIII shall apply to or have any effect on any Director or officer of the Association for or with respect to any acts or omissions of the Director or officer occurring before the amendment or repeal.

ARTICLE IX

GENERAL PROVISIONS

SECTION 1. BANK ACCOUNTS. The funds of the Association shall be deposited in such bank or banks as may be designated by the Board of Directors. All checks, drafts and orders of the payment of money shall be signed in the name of the Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Association shall keep detailed books and records of accounts pertaining to the administration of the Association in accordance with generally accepted accounting principles. Such books and records shall be open for inspection by the Members upon written request and during reasonable business hours.

SECTION 2. CONTRACTS, CONVEYANCES, ETC. When the execution of any contract, conveyance or other instrument has been authorized without determination by the officer authorized to execute said document, the President may execute the same in the name and on behalf of the Association and may affix the Association's seal thereto. The Board of Directors shall have power to designate the officers and agents who shall have authority to execute any instrument on behalf of the Association.

SECTION 3. BOOKS AND RECORDS. The Association shall keep books and records of all accounts and minutes of the proceedings of its Members and Board of Directors. The Association shall keep at its registered office, records containing the names and addresses of all its Members. Any of such books, records or minutes may be in written form or in any other form capable of being converted into written form. The Association shall convert into written form without charge any record(s) not in such form, upon written request of a person entitled to inspect such record(s).

SECTION 4. YEAR END. The year end utilized by the Association shall be the last day of the annual period commencing on the date initially determined by the Board of Directors. The Association's year end may be changed by the Board of Directors in its discretion.

ARTICLE X

AMENDMENTS

SECTION 1. AMENDMENTS. These By-Laws may be altered, amended or repealed or new By-Laws may be adopted, by Developer, without the consent of any Member, at any time prior to the date on which the Class A Members first participate in the election of a Board of Directors in accordance with these Bylaws. The power to alter, amend or repeal these By-Laws, and to adopt new By-Laws, shall be exclusively vested in Developer until such date. Thereafter, but subject to the Declaration, these By-Laws may be altered, amended or repealed or new By-Laws may be adopted by the Members of the Association, at a special meeting called for such purpose at which a quorum is present, by the affirmative vote of the

Members whose votes constitute sixty-five (65%) percent of the total votes of all the Members present in person or by proxy.