

BY-LAWS
OF
PARK WOOD HOMEOWNERS ASSOCIATION

ARTICLE I
Controlling Declaration of Covenants, Conditions and Restrictions for the Park Woods
Development
Phases 1, 2 and 3

The Park Wood Homeowners Association (“Association”) is the homeowner organization for the Park Woods development, Phases I, II and III; located in Lyon Township, Oakland County, MI. The Association was formed pursuant to the Park Woods Declaration of Covenants, Conditions and Restrictions, As Recorded in Liber 257 Pages 25, 26, 27 and 28 O. C. R, and dated September 24, 1997, and recorded on December 8, 1997, in Liber 17860, Pages 738-770, Oakland County Register of Deeds, State of Michigan, as amended (hereinafter referred to as the “Declaration”). The owners of lots within the Park Woods Subdivision Phase #1, as recorded in Liber 257, Pages 25-28, Oakland County Register of Deeds, State of Michigan, as well as all of the owners of lots within Park Woods Subdivision Phase #2, as recorded in Liber 269, Pages 1-8, Oakland County Register of Deeds, State of Michigan, as well as all lots in Park Woods Subdivision Phase #3, recorded in Liber 286, Pages 26-29, Oakland County Register of Deeds, State of Michigan, are subject to and controlled by the same set of covenants, conditions, restrictions, homeowners association and like provisions, as evidenced by the Third Amendment to Declaration of Covenants, Conditions and Restrictions Regarding Park Woods Subdivisions, dated October 15, 2002, and recorded on January 12, 2004, in Liber 31847, Pages 013-030, Oakland County Register of Deeds, State of Michigan. The Declaration collectively governs Phases I, II and III of the Park Woods development.

Further, these By-Laws shall constitute the By-Laws provided for under the Michigan Nonprofit Corporation Act, the Articles of Incorporation (“Articles”), as may be amended from time to time, and the Declaration, Article III. The share of a lot owner’s funds and assets of the Association shall not be assigned, pledged or transferred in any manner except as an appurtenance to his or her lot. Owners of all lots within Phases I, II and III, in the Park Woods development shall collectively be subject to these By-Laws, as may be amended from time to time.

ARTICLE II
Name and Location

The name of the corporation is Park Wood Homeowners Association and more commonly referred to as the "Association." The principal office of the corporation shall be located in the County of Oakland, Township of Lyon, but meetings of the Members, Directors and Trustees, may be held at such places within the state of Michigan as may be designated by the Governing Board.

ARTICLE III
Definitions

Section 1. "Assessment" shall mean those assessments, including charges, interest, late fees and the like, that are levied against each lot and the owner or owners of each lot for purposes related to those matters stated in the Articles, the Declaration or these By-Laws.

Section 2. "Association" shall mean and refer to the Park Wood Homeowners Association, a Michigan nonprofit, non-stock corporation, and its successors and assigns.

Section 3. "Declaration" shall mean: Park Woods Declaration of Covenants, Conditions and Restrictions, As Recorded in Liber 257 Pages 25, 26, 27 and 28 O. C. R., dated September 24, 1997, and recorded on December 8, 1997, in Liber 17860, Pages 738-770, as amended, Oakland County Register of Deeds, State of Michigan, including exhibit A to these By-Laws.

Section 4. "Member" shall mean an owner of a lot contained within the Park Woods development Phases I, II and III and such owner or owners of a lot shall be a Member of the Association. A lot owner shall become a member of the Association commencing on the date on which the owner is conveyed fee simple title to a lot, or, if applicable, the date on which a land contract purchaser enters into a land contract to purchase a lot. Membership in the Association is further discussed in Declaration, Article III, section 3.02.

Section 5. “Mortgage” shall mean any recorded instrument, including a deed of trust, encumbering any Community Lot which is intended to serve the performance of an obligation.

Section 6. “Mortgagee” shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the shall also include a beneficiary, holder or party secured by a first deed of trust. A Mortgagee, unless converted to the status of a fee simple holder of title to a lot through foreclosure or other transfer of title, is not a Member of the Community Association for purposes of voting at any annual or special meeting.

Section 7. “Voting Membership” shall equal the total number of lots in the Park Woods development, Phases I, II and III.

ARTICLE IV **Meeting of Members**

Section 1. Annual Meetings. Regular annual meetings of the Association shall be held in the same month of each year or such other reasonable or similar date as may be selected by the Governing Board. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. An annual meeting shall be held each year.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Governing Board, or upon written request of twenty-seven percent (27%) of the Voting Membership of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing (postage prepaid), electronically transmitting or personally delivering a copy of such notice at least fourteen (14) days but not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's mailing or email address last

appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice may be waived upon the declaration of an emergency by the person calling the meeting, such declaration shall be in good faith. Any notice shall specify the place, day, time and purpose of the meeting. Notice of any annual or special meeting may be waived by any Member either prior to or after any such meeting. Attendance by any Member at any annual or special meeting, either in person or by proxy, shall be a waiver of notice of that Member of the time, place and purpose of that meeting.

Section 4. Quorum. The presence at a meeting of thirty percent (30%) of the Voting Membership in person or by proxy, entitled to vote, shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting at the first call for quorum, then the presence of twenty percent (20%) of the Voting Membership in person or by proxy, entitled to vote, shall constitute the quorum for the conduct of business. If the second call for quorum is not met, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Meeting Agenda; Chairperson; Parliamentary Procedure; Minutes of Meetings. The order of business at all meetings of the Members should include, but is not limited to, the following agenda items although not necessarily in this order: (a) a determination that quorum has been met; (b) proof of notice of meeting or waiver of notice; (c) presentation of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or Trustees); (g) election of Directors or Trustees (at annual meeting or special meetings held for such purpose); (h) unfinished business; (i) new business; and (j) adjournment. Other matters of business may come before the Members as properly raised from the floor at the meeting or as included in the agenda, as amended. Opportunities for Member comment on agenda or non-agenda items shall be provided at the meeting. Meetings of Members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this section, the order of seniority of officers shall be president, vice president, secretary, and treasurer. Parliamentary procedure for any meeting shall be governed by Roberts Rules of

Order. Written minutes of meetings shall be taken and placed with the books and records of the corporation.

Section 6. Voting. Except as limited by the Declaration or these By-Laws, at every meeting of the Members, each Member shall have the right to cast one (1) vote for each lot owned by the Member(s). Further voting rights of each Member are stated in the Declaration, Article III, section 3.03. Providing quorum has been met, the vote of the Members representing a majority of the total of the votes at the meeting, in person or by proxy, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of law or of the Articles, the Declaration or of these By-Laws, a different vote is required, in which case the express provision shall govern and control. Votes may be cast in person or by proxy, only; there is no absentee voting. Unless otherwise required, all voting may be by hand vote, voice vote or a rising vote.

In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the votes for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the president or any other officer of such corporation and attested by the secretary or an assistant secretary of such corporation and filed with the Secretary of the Association, prior to or during the meeting. Any such certificate shall remain valid until revoked or superseded in writing. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the person presiding over such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes.

Section 7. Eligibility to Vote. No Member shall be eligible to vote, either in person or by proxy, who is shown on the books or management accounts of the Association to be delinquent in any payment due the Association regardless of the merit of any defense to payment.

Section 8. Action Without Meeting. Any action required or permitted to be taken at any annual or special meeting of the Members (except removal of a Director or Trustee) may be taken without a meeting if all of the Members shall individually or collectively consent in writing to such action and if such written consent or consents is filed with the minutes of the proceedings of the meeting. Any ballot solicited under this section shall provide for notice as provided for in this Article IV, section 3, above, and shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted.

Section 9. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and every effort should be made to file any proxy with the secretary seven (7) days prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her lot. No proxy shall be valid after six (6) months from its date, unless otherwise provided in the proxy. Any proxy must be in writing and in a form approved by the Governing Board, which approval may not be unreasonably withheld.

Section 10. Rights of Eligible Mortgagees. Any institutional mortgagee of any lot who desires notice of an annual or special meeting of the Members shall notify the secretary to that effect by registered mail-return receipt requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual or special meeting of the Members should be addressed. The secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the Members to each such institutional mortgagee in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article IV, Section 3, for notice to the Members.

Section 11. Open Meetings. All annual and special meetings of the Association shall be open to all owners of lots, Members of the Association and their guests. A meeting may be closed to only Members of the Association, if a non-Member attendee is disruptive, or topics or subject matters for discussion pertain to the protection of privacy as to a Member, consultation

with legal counsel or other persons in connection with pending or potential litigation, investigative proceedings concerning possible or actual criminal misconduct, discussions concerning security, the development and implementation of emergency plans, or any other matter reasonably deemed necessary to discuss in a closed session.

If a meeting is held in a closed session no action may be taken and no matter may be discussed other than those permitted above.

Section 12. Place of Meetings. Meetings of the Members shall be held in a suitable place convenient to the Members as may be designated by the Governing Board.

ARTICLE V **Governing Board**

Section 1. Number, Qualifications and Eligibility. The affairs of the Association shall be managed by a Governing Board consisting of no more than three (3) Board of Directors and, if deemed necessary, no more than two (2) Trustees-At-Large (“Trustee(s)-At-Large” and “Trustee(s)” are used interchangeably in these By-Laws). The Governing Board shall be elected by the Members of the Association and all Directors and Trustees shall be (a) Members of the Association and (b) in good standing with both the Association and the Community Association, if applicable. A person is in “good standing” if that person does not owe a debt to the Association and the Community Association regardless of the merits of the defense to payment. Further, no person who is a board member of the Community Association is eligible to be elected to the Governing Board of the Association. The Governing Board shall have at a minimum three (3) Board of Directors.

Section 2. Term of Office. Commencing January 1, 2013, the Governing Board shall begin to move toward a Board of no more than five (5) persons but no less than three (3) persons. The term of office for a Board of Director or a Trustee is 3 years. Until 2017, the term of the individual members of the Governing Board is as follows: In 2014, one Board of Director and if deemed necessary, one Trustee shall be elected to a three year term. In 2015, one Board of Director shall be elected to a three year term. In 2016, one Board of Director and if deemed necessary, one Trustee shall be elected to a three year term. Thereafter, the elections shall follow

the pattern set in 2014-2016, inclusive. At the meeting, the person receiving the most vote count shall hold office as a Board of Director and the person receiving the second most vote count shall hold office as a Trustee. If there is a tie vote, the tie may be broken by the candidates themselves or by a re-vote as to those persons tied for the election.

Thereafter, the members of the Board will be on a staggered term and each year at the annual meeting a Board of Director and/or a Trustee shall be elected.

All terms of office shall commence at the close of the meeting in which the election was held and the Director and/or Trustee shall hold office until death, resignation, removal, or until a next election, whichever is the first to occur.

Section 3. Removal. Any Director or Trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association entitled to vote. Any Director or Trustee whose removal has been proposed by the Members shall be given an opportunity to be heard at any meeting called for the purpose of removal of a Director or Trustee.

Section 4. Vacancy. Any vacancy on the Board shall be filled by the remaining members of the Board only until the next annual meeting of the Members or any special meeting called for in which an election shall occur. However, if a vacancy occurs as a result of a position of a Trustee, the Board in its sole discretion may determine that it is not necessary to replace the vacancy. If an election is held, the Director or Trustee elected at such meeting of the Members shall serve the unexpired term of the vacated Director or Trustee. The Board shall make every reasonable effort to fill any vacancy within sixty (60) days, except for the vacancy left by a Trustee.

Section 5. Compensation. No Director and Trustee shall receive compensation for any service he/she may render to the Association. However, any Director or Trustee may be reimbursed for his/her reasonable and actual expenses incurred in the performance of his/her duties.

Section 6. Trustees-At-Large. Notwithstanding any other provision contained in these By-Laws, the Members are not required to elect any Trustee-At-Large at any time. The Governing

Board may determine, if deemed necessary, to include Trustees-At-Large as members of the Governing Board. Trustees-At-Large are voting members of the Governing Board and their number on the Governing Board shall not exceed two (2).

ARTICLE VI
Nomination and Election of Directors and Trustees

Section 1. Nomination. Nomination for election to the Governing Board, commencing with the 2014 annual meeting of Members, may be made by a Nominating Committee. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board and two or more Members of the Association. The Nominating Committee may be appointed by the Board prior to each annual meeting of the Members. The Nominating Committee may make as many nominations for election to the Governing Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Members themselves may contact the Board and request inclusion on the ballot for an election no later than seven (7) days prior to the meeting or nominations may also be made from the floor at the annual meeting. A person nominated from the floor at any meeting must be present to accept the nomination.

Section 2. Election. Election to the Governing Board shall be by secret written ballot. All Members are entitled to vote to fill any vacancies on the Board except as limited by Article V, section 4, above. At such election the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these By-Laws. All election materials prepared with funds of the Association shall list candidates in alphabetical order and shall not suggest a preference among candidates.

ARTICLE VII
Meeting of Directors and Trustees-At-Large

Section 1. Regular and Special Meetings. All meetings of the Governing Board or any committee created by the Board shall be held only upon regularly scheduled or established dates or periods at such a time and place as shall have been made known to each Director and Trustee-at-Large personally, by mail or electronic transmission, at least ten (10) days prior to the date

named for such meeting. Members of the Association shall be provided access to the time and place of all Board meetings unless notice of such meeting is deemed not feasible due to short notice. All such meetings shall be open to all Members of the Association; however, participation at such meeting may be limited as deemed necessary by the Chairperson of the respective meeting. Meetings of the Governing Board may be held in closed session only in accordance with Article IV, section 11, of these By-Laws or for any other reason(s) deemed necessary by the Board as set forth in a published policy to the Members at least sixty (60) days prior to taking effect. The Board shall meet at least six (6) times a year.

Section 2. Special Meetings. Special meetings of the Governing Board may be called by the president on three (3) days' notice to each Director and Trustee given personally, by mail, or electronic transmission, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the president or secretary in like manner and on like notice on the written request of two members of the Board. Special meetings may be conducted in person, by conference call, or any method or combination of methods acceptable to a quorum of the Board. Members of the Association are not required to receive notice of any special meeting.

Section 3. Waiver of Notice. Before or at any meeting of the Governing Board, any Director or Trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director or Trustee at any meetings of the Board shall be deemed a waiver of notice by him or her of the time and place thereof. If all the Directors and Trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4. Quorum. A majority of the number of members of the Governing Board shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors and Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board unless a greater number is required by the Articles or the Declaration. A meeting at which only a quorum is present the vote to pass a resolution must be unanimous.

Section 5. Board Action Without Meeting. Any action required or permitted to be taken at any Board meeting (except removal of a Director or Trustee) may be taken without a meeting if all of the Directors and Trustees shall individually or collectively consent in writing to such action and if such written consent or consents is filed with the minutes of the proceedings of the meeting. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 6. Meetings by Conference Telephone or Other Electronic Means. Unless otherwise restricted by the Articles or these Bylaws, any or all Directors or any Trustee-At-Large may participate in a meeting of the Board or a committee of the Board by means of conference telephone, skype or by any other means by which all persons participating in the meeting are able to communicate with one another, and such participation shall constitute presence in person at the meeting.

Section 7. Resignation. Any resignation of a Director or Trustee shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective. Any resignation under these By-Laws may be oral and the minutes shall state the resignation of any person. All books and records held, maintained or otherwise in the control of the Director or Trustee leaving for any reason, whether by way of election, removal, resignation or otherwise, must turn over any and all records pertaining to the Association forthwith and no later than at the time of such election, removal, or resignation.

Section 8. Fidelity Bonds. To the extent reasonably available, the Members may require that any Director, Trustee, or officer of the Association, regularly handling or otherwise responsible for the funds of the Association shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty. The premiums on such bonds or insurance shall be paid by the Association.

ARTICLE VIII
Powers and Duties of the Governing Board

Section 1. Powers. The Governing Board shall have the power to:

- (a) Do all things enumerated in the Articles forming the Association, as may be amended from time to time.
- (b) Do all things necessary for the administration of the affairs of the Association and to do all acts and things as are not prohibited by the Articles, the Declaration or these By-Laws.
- (c) Adopt and publish rules and regulations governing the conduct of the Members, their guests, the park areas, common areas, conservation easements, other easements of records, and to establish penalties for infractions thereof.
- (d) Suspend the voting rights as to any Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association as permitted under the Declaration or these By-Laws. See also Article XIV, section 3, below, as to further restrictions as to a Member in debt to the Association.
- (e) Declare the office of a member of the Governing Board to be vacant in the event such member shall be absent from four (4) consecutive regular meetings of the Board.
- (f) Employ managers, agents, independent contractors, consultants, or such other persons as deemed necessary and to prescribe their duties for the operation, repair and maintenance of the park areas, areas of common benefit, and to maintain and promote the desired character of the Park Woods development, Phases I, II and III, as a whole.
- (g) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and its Governing Board and not reserved to the membership by other provisions of the Articles, the Declaration or these By-Laws.
- (h) To levy and collect Assessments and to use the proceeds for the purpose of the Association.

(i) Exercise for the Association all powers, duties and authority vested in a nonprofit corporation as organized under the Michigan Nonprofit Corporation Act, as may be amended.

Section 2. Duties. It shall be the duty of the Governing Board to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a written statement of the finances of the Association to the Members at each annual meeting or at any special meeting, if such request for financial information and accounting is the subject matter of the special meeting. The written statement of the finances of the Association shall include amounts for all sources of revenue for the past period, amounts for all expenses paid for the past period, the number of delinquencies as to any Assessment and the details of such delinquencies such as the outstanding amount of the Assessment and the length of time of the delinquency, and a copy of the annual operating budget for the Association.

(b) Supervise all officers, committees, agents, representatives, independent contractors, consultants and employees of the Association and to see that their duties are properly performed.

(c) Cause an annual operating budget to be prepared based on estimated or actual expenses as may be adjusted from time to time for the forthcoming year as to the Association; to set an annual Assessment sufficient to satisfy the budget requirements; to project or estimate all expenses for a period no less than two years out from the current annual operating budget and upon adoption of the annual budget by the Board, provide a copy of the budget each year to the Members. The failure to deliver a copy of the budget shall not affect or in any way diminish the liability of any Member for any existing or future Assessments.

1. Budget Amendments. The operating budget may be amended by resolution of the Board after the budget has been presented to the Members for the fiscal year up to an amount not to exceed 20% of the current operating budget.

2. Notice of Amendments. Notice shall be provided to the Members as to any amendment to the budget as soon as reasonably possible but no later than 60 days after such amendment to the budget has been made. Any notice shall state the reason for the budget amendment and the accompanying dollar amount.

(d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid by a Member and releases of liens when the Assessment, interest and reasonable attorneys' fees relating thereto have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states a Member's Assessment has been paid, such certificate shall be conclusive evidence of such payment, providing that the Member has documentary proof that the payment was made and deposited by the Association.

(e) Procure and maintain adequate insurance on property covering all commonly insured occurrences against all risks of direct physical loss; and against all occurrences commonly insured for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance, repair or replacement of any common facilities, area or easement, owned by the Association. Such insurance may include, but is not limited to, fire and extended coverage, vandalism and malicious mischief, host liability, all inclusive liability insurance, if available. All premiums of insurance purchased by the Association shall be expenses of administration includable in the amounts assessed by the Association against the Members or owners of any lot.

(f) Cause all officers or members of the Board having fiscal responsibilities to be bonded, as it may deem appropriate or as required by the Members.

(g) Retain any person, firm, entity or organization necessary to assist the Board in fulfilling its obligations and duties, including the collection of any amounts owed to the Association or the preparation of tax returns.

(h) Cause the books and records of the Association to be reviewed every three years by an independent Certified Public Accountant in accordance with generally accepted accounting principles.

(i) Make rules and regulations, and establish written policies, from time to time, to reflect the needs and desires of the Members including all collection efforts. Copies of all such rules, regulations and policies, and amendments thereto, shall be furnished to all Members sixty (60) days prior to enforcement.

(j) Otherwise perform or cause to be performed the functions and obligations of the Board and the Association as provided for in the Articles, the Declaration and these By-Laws, including the commencement of litigation as may be required.

Section 3. Prohibited Acts. a. No instrument of payment shall be signed by only one officer of the corporation. All instruments of payments shall be signed by both the president and treasurer of the corporation. b. No online or electronic banking shall be permitted for any transaction as to any account for the Association. c. No instrument for payment shall issue without an invoice, statement of account, bill, or other written demand for payment, and such written demand for payment must be kept as part of the books and records of the corporation. d. No credit card shall be applied for and issued in the name of the Association, any member of the Board and any officer, for any reason whatsoever. No account of the Association shall be used to pay any credit card balance. e. No debit card or ATM card shall be applied for and issued in the name of the Association, any member of the Board and any officer, for any reason whatsoever. No account of the Association shall be used to fund any balance on any debit card, or any other pre-funded credit vehicle. f. The Association should not accept cash payments for any debt obligation of a Member, and no member of the Board shall be permitted to pay any debt owed to the Association in cash. Any cash payment for any debt obligation must be receipted.

Section 4. Management Agent. The Governing Board may employ, retain, or hire, for the Association, a professional management-agent or manager (the "Management Agent") at the rate of compensation established by the Board to perform such duties and services as the Board shall determine from time to time. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated immediately with cause or without cause by either party upon thirty (30) days' written notice thereof to the other party. The terms of any such management agreement shall not exceed three (3) years; provided, however, that the terms of any such management agreement may be renewable by written mutual agreement of the parties for successive one (1) year periods. Any management agreement shall be in writing.

ARTICLE IX
Officers and Duties

Section 1. Enumeration of Officers. The officers of the Association shall be a president, secretary and treasurer, who shall be an elected Board of Director. No Trustee shall hold any office enumerated in this section 1.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Governing Board following each annual meeting of the Members. The Board shall decide among themselves the officers of the corporation.

Section 3. Term. The officers shall hold office for one (1) year or until his or her successor is duly elected and qualified, unless the officer shall sooner resign, be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for the period determined by the Board but for no more than one year appointments. The Board may delegate such duties and responsibilities to the specially appointed officers as deemed necessary.

Section 5. Removal and Resignation. Any officer, including any special appointment, may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. All books and records held, maintained or otherwise in the control of the officer leaving for any reason, whether by way of election, failure to re-appoint, resignation or removal, must turn over any and all records pertaining to the Association forthwith and no later than at the time of such election, failure to re-appoint, resignation or removal.

Section 6. Vacancies. A vacancy in any office shall be filled by the Board within sixty (60) days of the vacancy. The person appointed to such vacancy shall serve for the remainder of the

term of the office he or she replaces. The Board is not required to fill the vacancy of any special appointment.

Section 7. Multiple Offices. No person shall simultaneously hold more than one (1) of any of the offices enumerated in this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) **President.** The president shall preside at all meetings of the Board; shall see that the orders and resolutions of the Board are carried out and shall co-sign all checks; shall have all duties and powers in supervision and management usually vested in the office of president of a corporation.

(b) **Vice President.** The vice president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board. The Board is not required to specially appoint a vice president.

(c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Association together with their addresses; shall be permitted to co-sign all checks of the Association if either the president or treasurer are unable to sign due to resignation, death, or inability; and shall perform such other duties as required by the Board.

(d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks of the Association; keep proper books of account; shall prepare an annual budget and statement of income and expenditures to be represented to the membership at its annual meeting, and deliver a copy of each to the Members and others as may be required by these By-Laws; and perform all other financial reporting that may be required by the Articles, the Declaration, these By-Laws or the Members.

ARTICLE X
Liability and Indemnification of Officers, Directors, Trustees and Volunteers

Section 1. Liability. To the fullest extent permitted by law, as the same exists now or may hereafter be amended, no volunteer director, volunteer trustee or volunteer officer of the corporation shall be personally liable to the corporation for monetary damages for any action taken or any failure to take any action or for a breach of the director's, trustee's or officer's fiduciary duty. This section does not eliminate or limit the liability of a director, trustee or an officer for those circumstances enumerated in MCL 450.2209(c)(i)-(vi), as may be amended from time to time.

No repeal, amendment, alteration or modification of this Article X shall be effective as to any director, trustee, or officer for actions or failures to act, or breach of fiduciary duty, occurring prior to the date of such repeal, amendment, alteration or modification unless such director, trustee or officer shall consent in writing to the applicability thereof in the specific case.

Section 2. Indemnification. To the fullest extent permitted by law, as the same exists now or may hereafter be amended, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director, volunteer trustee, volunteer officer, or other volunteer if the following is met:

- (a) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (b) The volunteer was acting in good faith;
- (c) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (d) The volunteer's conduct was not an intentional tort;
- (e) The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of motor vehicle for which tort liability may be imposed as provided in MCL 500.3135.

ARTICLE XI
Committees

Section 1. Nominating Committee. The Governing Board may appoint a Nominating Committee as provided for in Article VI, section 1 of these By-Laws.

Section 2. General. In addition, the Board may appoint other committees as deemed appropriate in carrying out its purposes including but not limited to, a by-laws, audit and policy and rules committees. All committees shall provide reasonable notice of meetings and shall hold meetings in accordance with the provisions of Article IV of these By-Laws, as may be applicable. All committees shall report their activities and any recommendations for action to the Board at regular meetings of the Board or as otherwise requested.

Section 3. Eligibility. No Member may serve on any committee if at the time of their appointment they are delinquent in their Assessments to the Association.

Section 4. Committee Meetings. A majority shall constitute a quorum, but the affirmative vote of a majority of the committee shall be necessary in every case. The committee must submit minutes of all meetings to the secretary as part of the books and records of the corporation.

ARTICLE XII
Insurance

Section 1. Insurance. The Association shall carry general liability insurance pertinent to all matters relating to the Association, and when possible, should include appropriate inflation riders. All insurance purchased shall be for the benefit of the Association.

Section 2. Copies to Lot Owners. All information in the Association's records regarding insurance coverage shall be made available to all lot owners upon request and reasonable notice during normal business hours.

Section 3. Premium Expenses. All premiums, including yearly adjustments on insurance purchased by the Association pursuant to these By-Laws shall be deemed an expense and paid for by the Association.

Section 4. Legal Indemnity. The Governing Board of the Association may obtain and maintain, to the extent reasonably available, the following:

(a) A "Legal Expense Indemnity Endorsement," or its equivalent, affording protection for the officers and members of the Governing Board of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or Director or Trustee shall have been made a party by reason of his or her services to the Association or actions or conduct on behalf of the Association providing such conduct is not intentional; and

(b) Such other policies of insurance, including Director, Trustee and officer liability insurance and insurance for other risks of a similar or dissimilar nature and fidelity coverage as may be required by these By-Laws, as are or shall hereafter be considered appropriate by the Board.

Section 5. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions to the extent reasonably available:

(a) Exclusive authority to negotiate losses under said policies shall be vested in the Governing Board of the Association, or its authorized representative.

(b) All policies shall provide that such policies may not be cancelled or substantially modified except for cancellation for non-payment of premium, without at least thirty (30) days' prior written notice to any and all insureds named thereon.

(c) All policies shall be written or reinsured with a company or companies licensed to produce coverage as required under these By-Laws with a general policyholder's rating of Class B or better based on Best's Insurance Reports.

(d) Any proceeds from any insurance policy shall inure to the benefit of the Association and not to any Member or owner of any lot unless the benefit is directed by the insurer to be paid to a person or entity other than the Association.

ARTICLE XIII
Fiscal Year, Books and Accounts and Contractual Authority

Section 1. Fiscal Year. The fiscal year-end of the Association shall be December 31st of each year. The commencement date of the fiscal year herein established shall be subject to change by the Governing Board should the practice of the Association subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenses and other transactions of the Association and shall specify any other expenses incurred by the Association. All other books and records of the Association shall be prepared, kept and maintained according to generally acceptable business practices.

Section 3. Review. Except as may be required under a different provision in these By-Laws, the Association shall furnish the Members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association within sixty (60) days following the date of the request. The Association may charge a reasonable fee for compiling the information necessary to comply with a request, and require that the fee be paid prior to release of any financial information.

Section 4. Inspection of Books. Notwithstanding any other provision in these By-Laws, the books and accounts of the Association, and all other records maintained by the Association shall be available for examination by the Members and their duly authorized agents or attorneys, and to the institutional holder of any first Mortgage on any lot and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice. The Articles, the Declaration, and the By-Laws of the

Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

Section 5. Contractual Authority. When the execution of any contract has been authorized without specification of the executing officers, the president may execute the contract in the name and on behalf of the corporation. The Governing Board shall have the power to designate the officers and agents who shall have the authority to execute any instrument on behalf of the corporation.

ARTICLE XIV **Assessments**

Section 1. Assessments. As more fully provided in the Declaration, Article V, each Member is obligated to pay to the Association annual and special Assessments which are secured by a continuing lien upon each lot against which the Assessment is made and if not paid when due, shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency or the Governing Board may assess further fines, charges or late fees. Any charge, fee, fine or other charge imposed by the Board to a Member's account shall be published to all owners of lots sixty (60) days prior to levying the charge, fee, fine, or other charge.

Section 2. Enforcement Actions. The Association may bring an action at law for a money judgment against any lot owner, personally, to pay any delinquent Assessment or foreclose a lien against the lot for such amount due. Each co-owner of any lot (whether 1 or more persons) shall be, and remain, personally liable for the payment of all Assessments, including fines for late payment and the cost of collection and enforcement of payment. Interest, costs and reasonable attorneys' fees of any collection action, including pre-litigation costs or the filing of any lien, shall be added to the amount of such Assessment. No Member or co-owner of any lot may waive or otherwise escape liability for the Assessments provided for herein, by the Articles or the Declaration, by non-use of any common area or easement or abandonment of his or her lot.

Section 3. No Access to Governing Board or Services. In addition to any other restrictions imposed on a Member under the Declaration as a result of a debt owed to the Association, the Governing Board is not obligated to provide any service to any Member or communicate with any Member, including but not limited to, the delivery of notice of any meeting, the right to be recognized at any meeting, the consideration of any matter at any meeting as brought forth by the Member, the forwarding or responding of any communication to or from the Member, the consideration or the processing of any complaint from the Member, if the Member or lot owner owes any debt to the Association for any reason whatsoever. The Governing Board may deny access to a Member for any Board or Association matter if the Member is delinquent, in the arrears or otherwise is not current with his/her financial obligations to the Association.

Section 4. Payments on Account. Payments of account of Assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest, charges or fines for late payment; and third, to Assessments in default in order of their due dates.

Section 5. Publication of Assessments and Due Date. Unless otherwise determined, the amount of any Assessment should be published to the Members at least 45 days prior to the due date and such Assessment shall become due no later than the 15th day of August in any one year unless the Governing Board determines an installment program for payment as permitted under the Declaration, Article V, section 5.03(d). If an installment program is permitted, each installment shall be in equal amounts as closely as possible and the due date for any such installment should coincide with the fiscal quarters of a year. If more than one installment is due in any one year, at least one installment shall be due no later than the second quarter of the year and the remaining installment(s) may fall after the 15th day of August. On or before the annual meeting of the Members, the Board shall designate a date in which Assessments for that year are to be due. The date chosen shall be used in each subsequent year unless it is determined that an installment program shall be permitted.

ARTICLE XV
Corporate Seal

The Association may use a seal in circular form having within its circumference the words: Park Wood Homeowners Association.

ARTICLE XVI
Amendments

Section 1. Amendments. These By-Laws may be amended, repealed or new By-Laws may be adopted, at a regular or special meeting of the Members, by a majority vote of fifty-four percent (54%) of the Voting Membership in which such Members are present in person or by proxy at the meeting and entitled to vote. A copy of each amendment or repeal to these By-Laws, or a copy of new By-Laws adopted, shall be furnished to every Member of the Association after adoption; provided, however, that any amendment or repeal to these By-Laws, or any new By-Laws, that are adopted in accordance with this Article XVI shall be binding upon all persons who have an interest in the Association and any lot, irrespective of whether such persons actually received a copy of the amendment, the repeal or the new By-Laws. No consent by a Mortgagee shall be required to amend or repeal these By-Laws or to adopt any new By-Laws.

Section 2. Proposal. Amendments to these By-Laws, or any new by-laws, may be proposed by the Governing Board of the Association acting upon the vote of the majority of the Board or may be proposed by twenty-seven percent (27%) or more of the Voting Membership in a written document signed by them.

Section 3. Effective Date. Any amendment to these By-Laws, or any new by-laws, shall become effective ten (10) days from the date of passage at any duly called meeting.

ARTICLE XVII
Interpretation and Miscellaneous

Section 1. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the

Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these By-Laws and the Articles, the provisions of the Articles shall control.

Section 2. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void, or unenforceable, such determination shall not render invalid, void, or unenforceable any other provisions hereof which can be given effect.

Section 3. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 4. Enforceability of By-Laws; Attorneys' Fees and Costs. These By-Laws may be enforced by any Member, Director, Trustee, the Governing Board or the Association. If the Governing Board or the Association is the prevailing party in any enforcement action, it shall receive its reasonable attorneys' fees and costs from the non-prevailing party. Notwithstanding this section 4, the Governing Board or the Association shall be entitled to receive its reasonable attorneys' fees and costs from any Member or lot owner or owners in any collection action or effort to collect any amount due and owing to the Association.

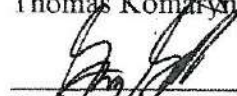
Section 5. Cumulative Rights and Remedies. All rights and remedies granted to the Association or any Member pursuant to any terms, provisions, covenants or conditions of these By-Laws shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights or remedies as may be available to such party at law or in equity.

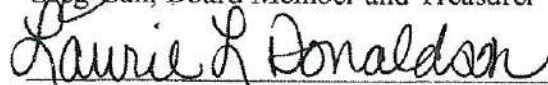
Section 6. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws or to aid in the construction thereof.


Section 7. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

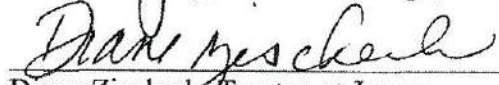
IN WITNESS WHEREOF, we, the members of the Governing Board of the Association have adopted these By-Laws to govern the Park Woods development, Phases I, II and III, this 15 day of Dec 2012.

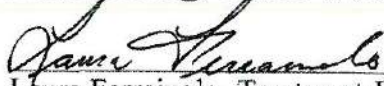

Thomas Komarowski, Board Member and President


Greg Gall, Board Member and Treasurer


Laurie Donaldson, Board Member and Secretary


Jessica Mauney, Trustee-at-Large, Vice President


Diane Zischer, Trustee-at-Large


Laura Ferraiuolo, Trustee-at-Large