

**BYLAWS FOR
BRIARCLIFF HOMEOWNERS ASSOCIATION**

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AMENDED AND RESTATED BYLAWS FOR BRIARCLIFF HOMEOWNERS ASSOCIATION

ARTICLE I NAME OF THE CORPORATION

The name of the corporation is Briarcliff Homeowners Association.

ARTICLE II DEFINITIONS AND INTERPRETATION

2.01 Definitions Defined in the Declaration. The words used in these Bylaws will be given their normal, commonly understood definitions, unless the terms are specifically defined in any applicable Declaration of Restrictions, as amended (the “Declaration”), whereby the definitions in the Declaration will control. In order to minimize repetition, some terms are capitalized to indicate they have specific definitions.

2.02 Interpretation and Purpose of Bylaws. These Bylaws are to be interpreted by the laws of the State of Michigan. The purpose of these Bylaws is to govern the Association, its Board of Directors, the Members, and the relationship between the Association and the Subdivision.

2.03 Controlling Law and Instruments. In conjunction with the Declaration, these Bylaws are governed by the laws of the State of Michigan, including, but not limited to, the Nonprofit Corporation Act, Act 162 of 1982, as may be amended from time to time.

ARTICLE III MEMBERSHIP AND VOTING

3.01 Designation of Members. Each owner of a lot in Franklin Hills No. 3, established by the Plat recorded at Liber 74, Pages 18 and 19, Oakland County Records (the “Subdivision”), is a member of the Association (the “Member”), and no other person or entity may be a member.

3.02 Member’s Share of the Funds. The share of a Member in the funds and assets of the Association cannot be assigned, pledged, or transferred by a Member, except as appurtenant to the transfer of a lot.

3.03 Member Voting Designation. Except as limited in these Bylaws and in the Declaration, each Member is entitled to vote. If a lot is jointly owned by more than one (1) Member, then the voting rights appurtenant to that lot may be exercised only jointly as a single vote.

3.04 Evidence of Ownership for Voting Purposes. No Member is entitled to vote at any meeting of the Association until they have presented written evidence of ownership of a lot in the Subdivision to the Association, unless the Board of Directors (the “Board”) opts to waive

this requirement. The vote of each Member may be cast only by the individual representative designated by such Member in the notice required within these Bylaws or by a proxy given by such individual representative.

3.05 Designation of Voting Representative and Member Contact. Each Member shall file a written notice with the Association designating the individual representative who may vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Member. The notice must state the name and address of the individual representative designated, the number or numbers of the lot or lots owned by the Member and the name and address of each person, firm, corporation, partnership, limited liability company, association, trust or other entity that is the Member. Such notice must be signed and dated by each Member. The individual representative designated may be changed by the Member at any time by filing a new written notice as set forth in this Subsection. Where a lot is subject to multiple ownership, and the lot owners fail or refuse to notify the Association of the manner in which the multiple owners will exercise their single vote within fifteen (15) days of the date set for the meeting, then the lot owner whose name first appears on the record title of the lot is deemed the individual representative designated for the lot and any vote cast in person or by proxy, or any failure to vote, by the deemed individual representative designated for the lot is binding and conclusive on all such multiple owners.

3.06 Quorum: Meetings of Members. The presence in person or by proxy of twenty-five (25%) percent of all votes of the Members constitutes a quorum for holding a meeting of the Members of the Association. In the event the required quorum is not present at such meeting, another meeting may be called, upon notice as provided in Article 4.04, and the required quorum at such subsequent meeting shall be fifty (50%) percent of the required quorum at the preceding meeting. For any meeting of the Members in which one or more of the purposes is to approve an increase or decrease in the annual assessment or a special assessment, Members must vote in person or by proxy.

For any other meeting of the Members, the following applies: A Member may submit a written ballot or a proxy prior to or at the meeting in lieu of attending the meeting in person, or by such date that is established for voting where no physical meeting is held, and any such vote will be counted in determining quorum. Any Member who participates by remote communication in a meeting of Members of the Association, as provided in Article 4.05 below, will also be counted in determining the necessary quorum.

3.07 Voting. Each Member shall be entitled to one (1) vote for each lot owned. [Member whose assessments or charges are past due is not entitled to vote.](#) For any meeting of the Members in which one or more of the purposes is to approve the annual assessment or an increase or decrease in the annual assessment, Members must vote in person or by proxy.

For any other meeting of the Members, the following shall apply: Votes may be cast in person, in a writing signed by the designated voting representative or by any other means allowed by the voting procedures adopted by the Board for a given vote, provided the same are not in violation of the provisions of these Bylaws or Michigan law. Any written or electronic votes cast by any permitted means must be filed with the agent designated by the Board to receive such votes at or before the appointed time of each meeting of the Members of the

Association or voting deadline if no meeting held. Votes may be cast by mail, fax, delivery, electronically (by any method not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained by the Association and may be directly reproduced in paper form by the Association through an automated process) or any other method approved by the Association in advance of the vote. Cumulative voting is not permitted.

3.08 Majority. Unless otherwise provided by law or the Declaration, the approval of a majority of Members will be construed to mean a majority (or other stated percentage) in value of the votes cast by those qualified to vote at a meeting of the Members.

3.09 Action Without Meeting. Any action that may be taken at a meeting of the Members, except an approval to increase or decrease the annual assessment or a special assessment, may be taken without a meeting by written vote of the Members. Written votes must be solicited in the same manner as provided in these Bylaws for the giving of notice of meetings of Members. Such solicitations must specify (a) the value of responses needed to meet the quorum requirements, (b) the percentage of approvals necessary to approve the action and (c) the time by which written votes must be received in order to be counted. The form of written vote must afford an opportunity to specify a choice between approval and disapproval of each matter and provide that, where the Member specifies a choice, the vote will be cast in accordance with that choice. Approval by written vote will be constituted by receipt, within the time period specified in the solicitation, of (i) a value of written votes which equals or exceeds the quorum that would be required if the action were taken at a meeting; and (ii) a value of approvals that equals or exceeds the value of votes that would be required for approval if the action were taken at a meeting at which the total value of votes cast was the same as the total value of written votes cast.

ARTICLE IV MEETINGS

4.01 Place of Meetings. Meetings of the Members will be held at a location designated by the Board. Meetings of the Members will be conducted in accordance with Robert's Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Declaration or Michigan law. Only Members in good standing, and their legal representatives, may speak at meetings of the Association and/or address the Board or Members at any such meetings. Any person in violation of this provision or the rules of order governing the meeting, as determined by the Board, may be removed from such meeting without any liability to the Association or its Board.

4.02 Annual Meetings. The annual meeting of Members will be held at such time as will be determined by the Board. The Board may, acting by a majority vote, change the date of the annual meeting in any given year, provided that at least one such meeting is held in each calendar year.

4.03 Special Meetings. The President shall call a special meeting of the Members as directed by resolution of the Board. The President shall also call a special meeting upon a petition signed by one-third (1/3) of the lots' designated individual representatives presented to

the Secretary of the Association. Notice of any special meeting must state the time, place, and purpose of such meeting. No business may be transacted at a special meeting except as stated in the notice.

4.04 Notice of Meetings. The Secretary (or other Association officer in the Secretary's absence) must serve written notice of each annual or special meeting, stating the time, place, and purpose of the meeting, upon each Member entitled to vote, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The first-class mailing, postage prepaid, of a notice to the representative of each Member at the address shown in the notice required to be filed with the Association pursuant to Article 3.05 of these Bylaws or to the address of the lot owned by the Member will be deemed notice served. Members may also file with the Association a signed written consent waiving notice by first-class mail and accepting delivery of notice in one or more of the following manners: (1) Notice may be hand delivered to a lot if the lot address is designated as the voting representative's address and/or the Member is a resident of the lot; or (2) Electronic transmittal of such notice may be given in any such manner authorized by the person entitled to receive the notice which does not directly involve the physical transmission of paper which creates a record that may be retrieved and retained by the recipient and which may be directly reproduced in paper form by the recipient through an automated process. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, will be deemed due notice.

4.05 Participation by Remote Communication. Members may participate in a meeting of the Members via telephone or other means of remote communication if all persons participating in the meeting can communicate with each other. All participants will receive notice of the means of remote communication in use, and the names of the participants in the meeting will be divulged to all members. Members participating in a meeting via remote communication are considered present in person and may vote at such meeting if all of the following are met: (a) the Association implements reasonable measures to verify that each person considered present and permitted to vote at the meeting via remote communication is a Member or proxy holder; (b) the Association implements reasonable measures to provide each Member and proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (c) if any Member or proxy holder votes or takes other action at the meeting via remote communication, a record of the vote or other action is maintained by the Association. The Association may hold a meeting of the Members, except a meeting of the Members in which one or more of the purposes is to approve an increase or decrease in the annual assessment or a special assessment, conducted solely via remote communication.

4.06 Adjournment for Lack of Quorum. If any meeting of Members cannot be held because quorum is not met, the Members who are present may adjourn the meeting to a date that complies with the notice requirements of Article 4.04.

4.07 Consent of Absentees. The transactions of any meeting of Members, either annual or special (except for a meeting of the Members in which one or more of the purposes is to approve an increase or decrease in the annual assessment or a special assessment) will be as

valid as though made at a meeting held after regular call and notice, if a quorum is present either in person or by proxy or by absentee ballot; and if, either before or after the meeting, each of the Members not present in person or by proxy, or absentee ballot, signs a written waiver of notice, or a consent to the holding of such meeting or there is an approval of the minutes. All such waivers, consents, or approvals must be filed with the corporate records or made a part of the minutes of the meeting.

4.08 Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of all meetings of Members and the Board must be kept by the Association and, when signed by the President or Secretary, are presumed accurate. A recitation in the minutes of any such meeting that notice of the meeting was properly given is prima facie evidence that such notice was given.

4.09 Conduct of Meetings. The Board will determine the order of business at all meetings of the Members. Meetings of Members must be chaired by the most senior officer of the Association present at such meeting, unless the Board appoints a different chairperson for the meeting. For purposes of this Section, the order of seniority of officers is President, Vice President, Secretary, and Treasurer.

ARTICLE V BOARD OF DIRECTORS

5.01 Qualifications and Number of Directors. The affairs of the Association will be governed by a Board, all of whom must be Members in good standing. The Board will consist of no fewer than seven (7) and no more than fifteen (15) members. No two occupants of the same lot may serve on the Board at the same time. Directors will serve without compensation. Candidates to serve as a director may be nominated for election at the Annual Meeting by the Nominating Committee. Nominations for candidates may also be made from the floor of the Annual Meeting.

Good standing is deemed to be a Member who is not in default of the Declaration or these Bylaws. A Member who is in default of the Declaration or these Bylaws is not qualified to be elected or appointed as a director. Any director who is delinquent in any financial obligation owed to the Association, including late fees, must pay in full the amount due within sixty (60) days of the delinquency. During the period of delinquency, the director may not vote on any delinquency matter of another Member, including matters that may affect the director's own lot. If the director does not comply with the delinquency cure time period, and notwithstanding the provisions of Article 5.06, then the director will be automatically removed from the Board for the remainder of the director's term and the vacancy will be filled in accordance with Article 5.05.

5.02 Term of Directors. For each year after the adoption of these Amended and Restated Bylaws, the Members shall elect between one (1) and five (5) directors, depending on how many candidates stand for election, to the Board. Directors will serve three (3) year terms. The directors will hold office until their successors have been elected and hold their first meeting.

5.03 Powers and Duties. The Board has all the powers and duties necessary for the administration of the Association's affairs and may do all acts and things not prohibited by the Declaration or these Bylaws or otherwise required to be exercised and done by the Members. In addition to the foregoing general powers and duties imposed by these Bylaws, or any further powers and duties which may be imposed by law or the Articles of Incorporation, the Board is responsible for the following:

- A. To manage and administer the affairs of Franklin Hills No. 3, a subdivision originally established by Plat recorded at Liber 74, Pages 18 and 19, Oakland County Records (the "Subdivision") and to enforce the terms of the Declaration of Restrictions recorded at Liber 3159, Page 523, Oakland County Register of Deeds, as amended (the "Declaration");
- B. To develop a community designed for safe, healthful, and harmonious living;
- C. To maintain, administer, preserve, reconstruct, and repair the gateways, easements, parkways, ornamental features, and Outlot "A" and the water system thereon;
- D. To appoint members of the Architectural Control Committee;
- E. To levy and collect assessments against and from the members of the Corporation and to use the proceeds thereof for the purposes of the Corporation;
- F. To carry insurance, collect insurance proceeds, and allocate any insurance proceeds;
- G. To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Subdivision and Outlot "A";
- H. To own, maintain, improve, operate, manage, assign, mortgage or lease any real or personal property, and any easements, rights-of-way and licenses, either contiguous or not to the Subdivision or Outlot "A", on behalf of the Corporation in furtherance of any of the purposes of the Corporation;
- I. To grant easements, rights-of-entry, rights-of-way, and licenses to, through, over, and with respect to Outlot "A" on behalf of the members of the Corporation in furtherance of any of the purposes of the Corporation and to dedicate or transfer to the public any portion of Outlot "A";
- J. To borrow money and issue evidences of indebtedness in furtherance of any and all the purposes of its business and to secure the same by mortgage, pledge, or other lien;

- K. To make and enforce reasonable Rules and Regulations, resolutions and/or policies concerning the use and enjoyment of the Subdivision and Outlot "A" [with the approval of seventy-five \(75%\) percent of the directors](#);
- L. To enforce the provisions of the Declaration, any Rules and Regulations that have been adopted to implement the Declaration, the Articles of Incorporation for the Corporation, and these Bylaws of the Corporation, including any amendments that may be adopted;
- M. To sue in all courts, defend actions brought against the Corporation in all courts and to participate in all actions and proceedings, whether judicial, administrative, arbitratve, or otherwise;
- N. To enter into agreements with public agencies concerning the nature and extent of maintenance of the Subdivision and Outlot "A";
- O. In general, to engage in any kind of activity, to make and perform any contract, and to exercise all powers necessary, incidental, or convenient to the administration, management, maintenance, repair, replacement, and operation of the Subdivision.

5.04 Professional Management Agent. The Board may employ a professional management agent to perform such duties and services as the Board authorizes, including, but not limited to, the duties listed in Article 5.03, and the Board may delegate to such management agent any other duties or powers to the extent permitted by law. In no event may the Board enter into any contract with a professional management agent in which the maximum term is greater than three (3) years.

5.05 Vacancies. Vacancies on the Board caused by any reason other than the removal of a director by a vote of the Members of the Association will be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person appointed will be a director until the end of the term of the director who was replaced.

5.06 Removal of Directors by Members. At any regular or special meeting of the Association, any one or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all Members, and a successor may then and there be elected to fill the vacancy thus created. The quorum requirement for the purpose of filling any vacancy will be the normal twenty-five (25%) percent requirement set forth in Article 3.06.

5.07 Regular Meetings. Regular meetings of the Board may be held at such times and places as will be determined by a majority of directors. At least two (2) such meetings must be held during each fiscal year. Notice of regular meetings of the Board must be given to each director personally or by mail, facsimile, electronically, or telephone at least five (5) days prior to the date of the meeting unless waived by said director. Electronic transmission of such notice may also be given in any such manner authorized by the director entitled to receive the notice, which does not directly involve the physical transmission of paper, which creates a record that

may be retrieved and retained by the director, and which may be directly reproduced in paper form by the director through an automated process.

5.08 Special Meetings. Special meetings of the Board may be called by the President upon three (3) days' notice to each director, given personally or by mail, facsimile, electronically, or telephone, which notice will state the time, place, and purpose of the meeting. Electronic transmission of such notice may also be given in any such manner authorized by the director entitled to receive the notice, which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the director, and which may be directly reproduced in paper form by the director through an automated process. Special meetings of the Board must be called by the President or Secretary in like manner and on like notice on the written request of three directors.

5.09 Waiver of Notice. Before or at any meeting of the Board, any director may, in writing or orally, waive notice of such meeting, and such waiver is deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board will be deemed a waiver of notice of that meeting by that director. If all the directors are present at any meeting of the Board, no notice will be required, and any business may be transacted at such meeting.

5.10 Quorum: Meetings of the Board of Directors. At all meetings of the Board, a majority of directors then in office constitutes a quorum for the transaction of business. The acts of the majority of directors present at a meeting at which a quorum is present are the acts of the Board. A director is considered present and may vote on matters before the Board by proxy, by teleconference, electronically or by any other method giving the remainder of the Board sufficient notice of the absent director's vote and position on any given matter; provided, however, that any vote not in writing is confirmed in writing not later than the next meeting of the Board. If, at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all directors not present. At any such adjourned meeting, any business that may have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes constitutes the presence of such director for purposes of determining a quorum.

5.11 Action Without Meeting. Any action required or permitted to be taken under authorization voted at a meeting of the Board or a committee of the Board may be taken without meeting if, before or after the action, all members of the Board then in office or of the committee consent to the action in writing or by electronic transmission. The written consents must be filed with the minutes of the proceedings of the Board or committee. The consent has the same effect as a vote of the Board or committee for all purposes.

5.12 Closing of Board of Directors' Meetings to Members; Privileged Minutes. The Board, in its discretion, may close a portion or all of any meeting of the Board to the Members of the Association or may permit Members of the Association to attend a portion or all of any meeting of the Board.

5.13 Participation by Remote Communication. Members of the Board may participate in any meeting via conference telephone or other means of remote communication

through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting by such means constitutes presence in person at the meeting. The Board may hold a Board meeting conducted solely via remote communication.

5.14 Fidelity Bonds. The Board will require all officers and employees of the Association handling or responsible for Association funds to furnish adequate fidelity bonds, which will be in an amount at least equal to three months of regular Assessments plus the balance in the reserve fund. The premiums for such bonds are expenses of administration.

ARTICLE VI OFFICERS

6.01 Designation of Officers. The principal officers of the Association are the President, Vice President, Secretary, and Treasurer. The directors may appoint such other officers as in their judgment may be necessary. Any two offices may be held by one person. The President must be a Member of the Board. All other officers need not be members of the Board or Members. A Member must be in good standing to serve as an officer.

Good standing is deemed to include a Member who is not in default of the Declaration or these Bylaws. A Member in default of the Declaration or these Bylaws is not qualified to be elected or appointed as an officer. Any officer who is delinquent in any financial obligation owed to the Association, including late fees, must pay in full the amount due within sixty (60) days of the delinquency. If the officer does not comply with the delinquency cure time period, and notwithstanding the provisions of Article 6.03, the officer is deemed removed from their position and the vacancy will be filled in accordance with Article 6.02.

- A. **President.** The President is the chief executive officer of the Association and will preside at all meetings of the Association and the Board. The President has all the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association in the President's discretion as may be deemed appropriate to assist in the conduct of the affairs of the Association.
- B. **Vice President.** The Vice President shall preside at all meetings of the Association and the Board in the absence of the President and shall act as the coordinator of all committees and be a standing member of each committee.
- C. **Secretary.** The Secretary will keep the minutes of all Board and Association meetings, have charge of the corporate minute book and of such books and papers as the Board may direct and will, in general, perform all duties incidental to the office of the Secretary.
- C. **Treasurer.** The Treasurer or management agent is responsible for all Association funds and securities and is responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer or management agent is responsible for the deposit of all monies and

other valuable papers of the Association, in the name of and to the credit of the Association, in such depositories as may be designated by the Board. The Treasurer is authorized to make disbursements by check, countersigned by any two officers, as authorized by the budget when due. The Treasurer shall be authorized to make any expenditure not exceeding \$1,500.00; all other expenditures exceeding \$1,500.00 shall require approval of the Board.

6.02 Election and Term. The officers of the Association will be elected by the Board and will hold office for a term of one year or otherwise at the pleasure of the Board. Any vacancy in any officer position may be filled at any meeting of the Board.

6.03. Removal. Upon the affirmative vote of a majority of the members of the Board, any officer may be removed by the Board either with or without cause, and the successor to the removed officer may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

6.04 Duties. The officers may have such other duties, powers, and responsibilities as authorized by the Board.

ARTICLE VII INDEMNIFICATION OF OFFICERS AND DIRECTORS; DIRECTORS' AND OFFICERS' INSURANCE

7.01 Indemnification of Directors and Officers. Every director and officer of the Association will be indemnified by the Association against all expenses and liabilities, including reasonable attorney's fees and amounts paid in settlement incurred by or imposed upon the director or officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, to which the director or officer may be a party or in which they may become by reason of their being or having been a director or officer of the Association, whether or not they are a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of the director's or officer's duties, and except as otherwise prohibited by law. If any claim for reimbursement or indemnification is based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein will apply only if the Board, with the director seeking reimbursement abstaining, approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such director or officer may be entitled. The Board shall notify all Members of payment of any indemnification that it has approved at least ten (10) days before payment is made. The indemnification rights of this Article will be at all times construed to be consistent with those contained in the Articles of Incorporation of the Association.

7.02 Directors' and Officers' Insurance. The Association shall provide liability insurance for every director and officer of the Association in such amounts as determined by the Board. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit.

No director or officer will collect for the same expense or liability under Article 7.01 above and under this Article 7.02.

ARTICLE VIII FINANCES AND INSPECTIONS

8.01 Fiscal Year. The fiscal year of the Association will be an annual period commencing on such date as may be initially determined by the Board. Absent such determination by the Board, the fiscal year of the Association is the calendar year. The commencement date of the fiscal year of the Association is subject to change by the Board for accounting reasons or other good cause.

8.02 Inspection of Books and Records of the Association. The Association shall keep detailed books of account showing all expenditures and receipts of administration which will specify the maintenance and repair expenses of the Subdivision and any other expenses incurred by or on behalf of the Association and the Members. The non-privileged accounts, books, records, contracts and financial statements concerning the administration and operation of the Subdivision will be open for inspection by the Members, the Members' mortgagees, prospective purchasers and prospective mortgagees during reasonable working hours, subject to the requirements of MCL 450.2487. The Association shall prepare and distribute to each Member at least one (1) time a year a financial statement, the contents of which the Association will define, which may be distributed by electronic transmission given in any such manner authorized by the person entitled to receive the financial statement which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the recipient and which may be directly reproduced in paper form by the recipient through an automated process, or by making the report available for electronic transmission, provided that any Member may receive a written report upon request for a reasonable reproduction fee as determined by the Board.

ARTICLE IX WATER SUPPLY SYSTEM AND COMMUNITY SERVICE FEES

9.01 Water Supply System. The Association has owned and operated a water supply system for the benefit of the Members since 1982. The Association shall continue to supply a continuous supply of safe drinking water to the Members. The water supply system consists of the community wells, pumps, pump houses, pump house lots, under-street main lines, fire hydrants, water supply pipes from the main lines to the stopboxes on each lot, and the stopboxes.

9.02 Connection with Franklin Knolls Water System. The Association's water supply system is connected to the Franklin Knolls Water System through a pipe under 14 Mile Road. The systems back up each other during times of emergencies and repairs, and are equipped with a backup generator in the event of a loss of power.

9.03 Water Supply System Contractors. The Association has contracted with a (a) Water System Manager to oversee the water supply system and provide reports to the Board; (b) an independent licensed laboratory to test the water purity of the water supply system as required

by the appropriate governmental agencies; and (c) an outside service company to provide all required maintenance and service for the operation of the water supply system.

9.04 Costs for Water Supply System. The costs incurred by the Association to operate, maintain, repair, and replace the water supply system shall be included in the annual assessment. If a Member fails to pay the portion of the annual assessment representing the costs pertaining to the water supply system, then the Association may, after giving ninety (90) days prior written notice, turn off the water service to the Member's lot. A Member whose water supply has been turned off shall pay the delinquent amount plus a \$150.00 shut-off charge in order for the water supply to be returned.

9.05 Maintenance of Water Supply System. Each year, the Association shall provide a service to blow out the water lines for all Members, the cost of which will be included in the annual assessment. No Member shall be permitted to blow out their own water lines while connected and open to the water supply system. If a Member shall take it upon themselves to blow out their water lines, then the Member shall first notify the Water System Manager to shut off the water at the stopbox. After the Member completes the blowout, the Member will notify the Water System Manager.

Each Member shall periodically inspect and maintain the portion of the water supply system within their lot. Except for Members who have an underground lawn sprinkler system installed prior to March 2022, no Member may install an underground lawn sprinkler system. From June through August, Members shall follow the odd/even rule in lawn sprinkling.

If a Member experiences a water emergency inside their home and the water cannot be turned off at the main water line within the home, then the water may be turned off at the stopbox, which is usually in the front yard of the lot. Members may contact the Water System Manager for assistance or to learn where the stopbox is located and how to use it in the event of an emergency. Members and their contractors are not permitted or able to access the water main gate valves or the pump house.

ARTICLE X AMENDMENTS

The Members may, at any meeting, amend these Bylaws by the affirmative vote of sixty (60%) percent of the Members, provided the substance of the proposed amendment is stated in the notice of meeting. The following procedures will be utilized for any such amendments:

- A. **Proposal.** The Board, acting upon the vote of the majority of directors or by a written petition signed by one-third (1/3) or more of the Members, may propose amendments to these Bylaws.
- B. **Meeting.** If any amendment is proposed, a meeting for consideration of the proposed amendment(s) will be called in accordance with these Bylaws.

- C. **Voting.** These Bylaws may be amended by the Members at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty (60%) percent of Members in accordance with Article 3.07 and Article 3.09 of these Bylaws.
- D. **Effective Date.** Any amendment to these Bylaws is effective upon adoption by the President.
- E. **Binding.** A copy of each amendment to these Bylaws must be furnished to every Member of the Association after adoption; however, any amendment to these Bylaws that is adopted in accordance with this Article will be binding upon all persons who have an interest in the Subdivision regardless of whether such persons actually receive a copy of the amendment(s).

ARTICLE X MISCELLANEOUS

10.01 Parliamentary Rules. Except as modified by Board resolution, Robert's Rules of Order (current edition) will govern the conduct of Association proceedings when not in conflict with Michigan law, the Articles of Incorporation, the Declaration or these Bylaws.

10.02 Conflicts of Provisions. If there are conflicts between the provisions of Michigan law, the Articles of Incorporation, the Declaration, these Bylaws or Rules and Regulations, then the following will be the order of priority (highest to lowest):

- A. Michigan law
- B. Articles of Incorporation
- C. Declaration
- D. Bylaws
- E. Rules and Regulations

10.03 Severability. In the event any of the terms, provisions or covenants of these Bylaws are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding will not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants which are held to be partially invalid or unenforceable.

Signature on following page

Briarcliff Homeowners Association, a Michigan
non-profit corporation

By: _____

Name:

Its: President

Date: _____

Drafted by:

Michael T. Pereira, Esq.

Hirzel Law, PLC

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