

## **BLOOMFIELD ON THE LAKE PARK ASSOCIATION CORPORATE BY-LAWS**

### **ARTICLE I - ADOPTION OF DECLARATION OF RESTRICTIONS**

The Declaration of Restrictions (herein called the "Declaration") recorded in Liber 6259, pages 665 through 685 Oakland County Records, and all Declarations of Restrictions for lands, the occupants of which under such Declarations of Restrictions are entitled to become members of the Association, are hereby incorporated by reference and adopted in their entirety as a part of the By-Laws of this Association.

### **ARTICLE II - MEMBERSHIP**

Each owner of a "Residential Site" on which a building has been constructed in Bloomfield on the Lake Park Subdivision and in any other developments of Residential Sites, the occupants of which are entitled to use the same Common Area or Areas as the Residents of Bloomfield on the Lake Park Subdivision, shall simultaneously with the acquisition of title to a Residence or Residences automatically become and be a member of this Association.

### **ARTICLE III - DEFINITIONS**

The words "Common Area", "Residential Site", "Residence" and "Residential Site Owner" as used in these By-Laws are to be defined as they are defined in the Declaration of Restrictions for Bloomfield on the Lake Park Subdivision. The word "Developer" as used in these By-Laws shall mean Suburban Communities, Inc., a Michigan Corporation, its successors and assigns.

### **ARTICLE IV - MEETINGS**

Section 1. Meetings of the Association shall be held at a suitable place convenient to the members as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation and By-Laws of the Association, or the law of the State of Michigan.

Section 2. The first meeting of the members of the Association may be convened only by the Developer and may be called at any time, in Developers sole discretion, but in no event later than December 31, 1982. Developer may call meetings of members for informative or other appropriate purposes prior to the first annual meeting of members and no such meeting shall be construed to be the first annual meeting of the members. The date time and place of such first annual meeting shall be set by the Developer and at least ten (10) days written notice thereof shall be given to each member. Thereafter, the annual meetings of the members of the Association shall be called by the Board of Directors in October of each succeeding a year and at least ten (10) days written notice thereof shall be given to each member. At such meetings there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Section 1 of ARTICLE V of these By-Laws. The members may also transact such other business of the Association as may properly come before them.

Section 3. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the members presented to the Secretary 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 4. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each member of record, at least seven (7) days but not more than thirty (30) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each member at the address shown in the notice required to be given by the Association by ARTICLE IV, Section 3 hereof shall be deemed notice served. 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, shall be deemed due notice.

Section 5. If any meeting of members cannot be held because a quorum is not in attendance, the members present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. No additional notice of the adjourned date of any meeting shall be required.

#### **ARTICLE V - VOTING**

Section 1. Except as limited in these By-Laws, each member shall be entitled to one (1) vote for each Residence owned in Bloomfield on the Lake Park and in any other developments, the occupants of which, by grant of right from the Developer, are entitled to use the same Common Area or Areas as the Residents of Bloomfield on the Lake Park Subdivision, as presently platted or as it may subsequently be enlarged by the Developer at its option.

Section 2. No Residential Site Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Residential Site in Bloomfield on the Lake Park or in any other development, the occupants of which share Common Areas with the Residents of Bloomfield on the Lake Park Subdivision to the Association. No residential Site Owner, except the Developer, shall be entitled to vote prior to the first official annual meeting of members. The vote of each member may only be cast by the individual representative designated by such member in the notice required below.

Section 3. Each Residential Site Owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association on behalf of such residential Site Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Residential Sites owned by the member, and the name and address of each person, firm, corporation, partnership, association, trust or other legal entity who is the residential Site Owner. Such notice shall be signed and dated by the Residential Site Owner. The individual representative designated may be changed by the Residential Site Owner at any time by filing a new notice in the manner herein provided. In the event of a dispute between a husband and wife who jointly own a Residential Site or Sites, each of them shall be entitled to cast one-half vote for each residential Site owned.

Section 4. The presence in person of thirty (30%) percent of the Residential Site Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the By-Laws of the Declaration to require a greater quorum. In cases where written voting is permitted, the written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not present in person, shall be counted in determining the presence of a quorum, with respect to the question upon which the vote is cast.

Section 5. If a quorum is not present and the meeting is adjourned as provided in Section 5 of ARTICLE IV of these By-Laws, the presence in person of twenty (20%) per cent of the residential site Owners qualified to vote shall constitute a quorum at such adjourned meeting.

Section 6. Votes may be cast only in person except that it shall be permissible to cast a vote by written instrument duly signed by the voting representative designated in accordance with Section 3 of this ARTICLE V if such designated voting representative is not present in person at the meeting at which the vote is to be cast. Any such written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Neither cumulative voting nor voting by proxy shall be permitted.

Section 7. A member who is not in good standing for failure to pay any assessments levied by the Board of Directors shall not be entitled to vote on any matter unless and until such default is fully cured.

## **ARTICLE VI - BOARD OF DIRECTORS**

Section 1. The affairs of the Association shall be governed by a Board of Directors all of whom must be members in good standing of the Association except for the first Board of Directors designated in the Articles of Incorporation of the Association. Directors shall serve without compensation. If any Director (except the Directors named in the Articles of Incorporation) shall at any time cease to be a member of the Association in good standing, his or her position on the Board shall automatically be deemed to be vacant.

Section 2. The first Board of Directors designated in the Articles of Incorporation shall be composed of three (3) persons and such first Board of Directors shall manage the affairs of the Association until a successor Board of Directors is elected at the first official annual meeting of members of the Association convened at the time required by these By-Laws. At such first annual meeting of members of the Association, three (3) Directors designated as "Class A Directors" shall be elected for a term of one (1) year, and three (3) Directors designated as "Class B Directors" shall be elected for a term of two (2) years, and at each annual meeting of the Association held thereafter, three (3) Directors shall be elected. The term of office of each Director (except for the original Board of Directors and three of the Directors elected at the First Annual Meeting of Members) shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting. No person shall be elected to serve as a Director of the Association for more than two (2) consecutive terms. Notwithstanding anything to the contrary hereinbefore contained, in the event that there shall be more than ninety (90) Residential Site Owners as members of the Association, the Board of Directors shall be increased by one (1) member for each fifteen (15) Residential Sites in excess of ninety (90). The first additional Director should be elected to a period which shall expire on the same date as the term of the three Class A Directors. The second additional Director elected shall be elected for a period expiring on the same date as the term of the three Class B Directors. Subsequent additional Directors shall be elected for terms as Class A and Class B Directors, alternately.

Section 3. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, the Declaration, the Articles of Incorporation, or by these By-Laws prohibited or directed to be exercised and done by the members.

Section 4. In addition to the foregoing duties imposed by these By-Laws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

- (a) Management and administration of the affairs of and maintenance of the Association and the Common Areas thereof.
- (b) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect the proceeds hereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Association.
- (f) To acquire, maintain and improve, and to buy, sell, convey, assign, mortgage or lease any real or personal property (including easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall be approved by affirmative vote of eighty (80%) per cent of all of the members of the Association.
- (h) To enforce the provisions of these By-Laws, and after an assignment by the Developer to the Association of any of Developer's rights and powers under the Declaration, to enforce such assigned rights and powers.
- (i) To remove and clean snow from all streets and roads as soon as possible following any snowfall.

(j) To mow the lawn in the Common Areas and provide adequate clean up on all Common Areas. To fertilize and treat said Common Areas for weeds and keep said Areas free from weeds and other noxious growths. The foregoing acts are to be performed as frequently as required to maintain a high standard of maintenance on the lands under the jurisdiction of the Association. Notwithstanding the foregoing provisions, Park Areas shall be maintained and preserved in accordance with the requirements of West Bloomfield Township and it is not intended to maintain Park Areas as formally as residential lawns and gardens. It is intended that some areas of the Parks shall be retained in their natural, uncultivated state. Detailed maintenance programs for the Parks shall be established by the Board of Directors from time to time.

(k) Perform other optional services as voted by the members at prices to be established by the Board.

Section 5. The board of Directors shall adopt regulations respecting the use and enjoyment of the Common Areas in Bloomfield on the Lake Park and in any other developments the occupants of which, by grant to right by the Developer, are entitled to use the same Common Area as Residents of Bloomfield on the Lake Park. The Board shall also adopt such other regulations as are necessary for proper maintenance and control Section 6. The Board of Directors may employ for the Association a management agent at compensation established by the Board to perform such duties and services as the Board shall authorize, including but not limited to, the duties listed in Section 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Declaration or by the Articles of Incorporation or by the By-Laws of this Association required to be performed by or have the approval of the Board of Directors or the members of the Association.

Section 6. The Board of Directors may employ for the Association a management agent at compensation established by the Board to perform such duties and services as the Board shall authorize, including but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Declaration or by the Articles of Incorporation or by the By-Laws of this Association required to be performed by or have the approval of the Board of Directors or the members of the Association.

Section 7. After the first annual meeting of the members, vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association to act for the unexpired term of his predecessor (or for a full term if the predecessor's term would have expired at the time of such annual meeting).

Section 8. At any regular or special meeting of the Association duly called after the official first annual meeting of members, any one or more of the Directors may be removed with or without cause by a majority of the members and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 9. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 10. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 11. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings at the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of three (3) Directors.

Section 12. Before or at any meeting of the Board of Directors, any Director 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 at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any Meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action at a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum.

Section 14. All of the actions (including without limitation the adoption or these By-Laws and any Rules and Regulations for the Association and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected before the present first annual meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent; annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by the Board of Directors as provided in the Declaration and in the Articles of Incorporation or By-Laws of the Association.

Section 15. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be expenses of the administration.

Section 16. No Director of the Association shall be paid any salary or compensation for his services as such for the Association. However, a Director may be paid reasonable compensation for services rendered for the Association in a capacity other than that of a Director.

## **ARTICLE VII - OFFICERS**

Section 1. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be members of the Board of Directors and shall serve without compensation. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two officers except that of President and Vice-President may be held by one person.

Section 2. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed with or without cause, and his successor elected at any special meeting of the Board called for such purpose.

Section 4. The President shall be the Chief Executive Officer of the Association. He shall preside

at all meetings of the Association and of the Board of Directors. He shall have all of 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 from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither President nor Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the Corporate Seal and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 7. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors.

Section 8. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

## **ARTICLE VIII - NOMINATING COMMITTEE**

Section 1. After the first official annual meeting of the members, a Nominating Committee shall be appointed by the president each year at least one month prior to the date of the next annual meeting of the members, which shall consist of those Directors whose term of office will not be expiring at said next annual meeting of Directors. The Nominating Committee shall select its own chairman. The Nominating Committee shall select qualified members of the Association to be nominated for the directorships to be filled at the said next annual meeting of members. This selection shall be made in sufficient time so that the Nominating committee slate of nominees may be included in the notice of the said annual meeting. The persons so selected by the Nominating Committee shall be deemed to be automatically nominated for the respective directorships. In addition, any member at the Association in good standing who is present at the said annual meeting may make nominations for any directorship from the floor at said meeting. Any member is encouraged to make known to the Nominating Committee his or her desire to serve as a Director.

## **ARTICLE IX - LIMITATIONS ON AUTHORITY**

Section 1. It shall be the responsibility of the Board of Directors of the Association to fairly poll the membership regarding items of major concern to the Association, the effects of which are not limited solely to the Association, and to fairly present the results of such polls to appropriate governmental authorities having jurisdiction of such items.

Section 2. Neither the Board of Directors nor any Director of the Association shall purport to represent the views of the membership of the Association on any matter of major concern, the effects of which are not limited solely to the membership, and as to which there exists the likelihood of significant differences of opinion within the membership and as to which there exists the membership, except only as specifically provided in Section 1 above.

## **ARTICLE X - SEAL**

Section 1. The Association shall have a seal which shall have inscribed thereon the name of the Association, the words "Corporate Seal" and "Michigan".

## **ARTICLE XI - FINANCE**

Section 1. The fiscal year of the Association shall be the calendar year.

Section 2. The funds of the Association shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or other instrument of such two officers, employees or agents as are designated by resolution of the Board of Director, from time to time. All funds and assessments received by the association not required for immediate use shall be deposited in the interest-bearing Certificates of Deposit issued by banks or in savings accounts or in commercial paper.

## **ARTICLE XII - ASSESSMENTS**

Section 1. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Common Areas, including a reasonable allowance for contingencies and reserves. Upon adoption of such annual budget by the Board of Directors, copies of said budget shall be delivered to each member and the assessment for said year shall be based upon said projections, for which assessment each member shall be liable, although the delivery of a copy of the budget to each member shall not affect the liability of any member for any existing or future assessments. The requirement of establishing and furnishing a budget shall not apply to the First Board of Directors serving prior to the First Meeting of Members held in accordance with ARTICLE IV, Section 2 hereto inasmuch as it will be impossible to determine a budget in advance while the development is expanding. Should the Board of Directors, at any time, determine, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the developments within its jurisdiction, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

Section 2. After twenty (20) residential units have been occupied in Bloomfield on the Lake Park Subdivision, special assessments, in addition to those required in Section 1 above, may be made by the Board of Directors from time to time to meet other needs or requirements of the Association including but not limited to, assessments for capital improvements for additions (but not replacements) of a cost exceeding \$1,000.00 per year. Special assessments referred to in this Section 2 (but not including those assessments referred to in Section 1 above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of at least sixty (60%) per cent of all members and the Developer.

Section 3. All assessments levied against the members to cover expenses off administration shall be apportioned among the members, and shall be due and payable on January 1 in each year and shall be paid annually in advance. The annual budget shall be divided by the number of Residential Sites on which dwellings have been erected and occupied in Bloomfield on the Lake Park Subdivision and in any other developments, the occupants of which are entitled to use the same Common Areas as the Residents of Bloomfield on the Lake Park, and one such share shall be assessed against the owner of each such occupied Residential Site. Assessments shall be due and payable commencing with acceptance of a deed to, or a land contract vendee's interest in, a Residence or Residences, or with the acquisition of fee simple title to a residence by any other means. In the event that a member acquires title to, or acquires a land contract vendee's interest in, a Residence during a calendar year, the assessment for that year shall be prorated from the date of acquisition and the prorated assessment to the end of that calendar year shall be paid in advance by the new member simultaneously with the consummation of the acquisition as part of the purchase price.

Section 4. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the end of the month in which such assessment falls due. A late charge of one (1%) percent per month shall be assessed

automatically by the Association upon any assessments in default until paid in full. There shall be a discount of five (5%) per cent for assessments received by the Association on or before the fifth day of the month in which such assessment falls due. Each member shall be, and remain, personally liable for the payment of all assessments pertinent to his Residential Site which may be levied while such member is the owner thereof. All payments shall be applied first against any outstanding late charges and thereafter against assessments in order of greatest delinquency.

Section 5. No member may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Area or Areas, or by abandonment of his Residence.

Section 6. If any assessment is not paid by February 1 in the year in which it becomes due, the Treasurer shall notify the delinquent member of such delinquency. If such assessment is not duly paid on or before March 1 in the year in which it became due, the Treasurer of the Association shall cause a lien for the delinquent assessment to be filed in the Office of the Register of Deeds for Oakland County, Michigan, against the Residential Site or Sites on which the assessment was levied. The Association may enforce collection of delinquent assessments by suit at law for a money judgment against the title holder or the land contract vendee of a Residence, or by foreclosure of the lien securing payment in the same manner that real estate mortgages may be foreclosed by action under Michigan law. In an action for foreclosure, a receiver may be appointed to collect reasonable rental for the Residence from the owner thereof or any person claiming under him. The expenses incurred in collecting unpaid assessments including interest, costs and attorneys' fees and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the member in default, and shall be secured by the lien on his residence. The Association may also discontinue the furnishing of any services to a member in default upon seven (7) days written notice to such member of its intent to do so. A member in default shall not be entitled to vote at any meeting of the Association so long as such default continues.

Section 7. Developer shall not be subject to assessment except as provided below, but shall be required to pay a proportionate share of certain maintenance expenses actually incurred based upon the number of residential Sites owned by it at the time the expense is incurred. The expenses of which the Developer is required to bear a portion are: Maintenance of Common Areas; utility bills for lighting and irrigating Common Areas; snow removal from roads and management fees. The Developer, even though a member of the Association, shall not be responsible for payment of the monthly association assessment except with respect to occupied Residential Sites owned by it. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacements, for capital improvements or other special assessments, except with respect to occupied units owned by it. "Occupied unit" shall mean a unit used as a Residence.

Section 8. No portion of the funds or the Association raised by receipt or collection of mandatory assessments shall be expended for purely social functions. However, the Board shall have the right to provide for the payment of voluntary assessments for social purposes by such members of the Association as shall be interested. Funds raised from such voluntary assessments shall be accounted for separately and shall be utilized in order to promote social interaction among the members of the Association in the best interests of community harmony.

### **ARTICLE XIII - INSURANCE**

Section 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the present Common Areas of Bloomfield on the Lake Park and such other Common Areas as may come within its jurisdiction.

Section 2. The proceeds of any insurance received by the Association as a result of any loss to the property described in Section 1 above shall be applied to the repair or reconstruction of said

property.

Section 3. The Association may purchase insurance subject to a deductible not to exceed Five Hundred Dollars (\$500.00) per occurrence. In the event of damage to property owned by the Association, the Association shall be liable for the amount of the deductible.

#### **ARTICLE XIV - INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Every unpaid Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been an Officer or Director of the Association, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

#### **ARTICLE XV - AMENDMENTS**

Section 1. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members of the Association whether meeting as members or by instrument in writing signed by them.

Section 2. Upon any such amendment being proposed a meeting for consideration of the same shall be duly called in accordance with the provisions of these By-Laws.

Section 3. These By-Laws may be amended by the Association at any special meeting called for such purpose, by an affirmative vote of sixty (60%) percent of all members. Notwithstanding the foregoing, no amendment in these By-Laws shall be inconsistent with, or contrary to, the provisions of the Declaration.

Section 4. At any meeting held to consider such amendment or amendments to these By-Laws, the witnessed written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting, providing such written Vote is delivered to the Secretary of the Association at or prior to such meeting.

Section 5. Prior to the first annual meeting of members, these By-laws may be amended by the First Board of Directors upon proposal of amendments by Developer with the written approval or a majority of the then existing members.

Section 6. A copy of each amendment to the By-Laws shall be furnished to every member of the Association after adoption.

#### **ARTICLE XVI - SEVERABILITY**

In the event that any of the terms, provisions or covenants of these By-Laws or the Association documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall 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 held to be partially invalid or unenforceable.