

AMENDED AND RESTATED BYLAWS OF  
MOORS OF PORTAGE ASSOCIATION,  
A NON-PROFIT MICHIGAN CORPORATION

1.0 Definitions.

As used herein, the following terms are defined to have the following meanings:

- 1.1 The term “Developer” shall mean and refer to The Moors Investment Group, a Michigan Limited Partnership, and Woodbridge Development Company, a Michigan Limited Partnership, and their successors in interest.
- 1.2 The term “Development” shall mean and refer to the real property described as: Schedule A attached hereto and made a part hereof and to all other real property which shall be made applicable by declaration of the owner, owners, or Developer.
- 1.3 The term “Association” shall mean and refer to the Moors of Portage Association.
- 1.4 The term “Board” shall mean and refer to the Board of Directors of the Association.
- 1.5 The term “Advisory Board” shall mean those members selected from the various residential, condominium and commercial groups to act in an advisory capacity to the Board of Directors.
- 1.6 The term “Unit” for the purpose of these Bylaws shall be deemed to mean:
  - (1) A single-family residence after an occupancy permit is obtained.
  - (2) A residential condominium unit after the Master Deed (or Amendment) is recorded reflecting the addition of the unit and an occupancy permit is obtained on the unit.
  - (3) An apartment unit after the occupancy permit is obtained for the individual unit.
  - (4) Each lot that is platted but no occupancy permit has been obtained for residential or commercial use on same shall count as one-third of a unit.
  - (5) Commercial buildings (including office, industrial, or retail uses) shall be deemed to be one unit for each full three thousand square feet of useable space under roof measured from the interior surface of the exterior walls on each floor, excluding any basements. Each

commercial building of less than three thousand square feet shall be deemed to be one unit.

1.7 "Common Areas" are defined as those areas described in the survey description (see Appendix A) that do not include homeowner properties, condominium units and their associated common areas, and areas occupied by commercial building and their associated common areas. Private and public roads are not included.

1.8 The term "Proprietary Member" shall refer to those persons who own "Units" within the development.

## 2.0 Membership.

Until changed by amendment to the Articles of Incorporation of the Association and these Bylaws, memberships in this Association shall be:

2.1 Proprietary Members, Residential and Commercial Class A Members: Every person or entity who is a record owner of a fee or undivided fee interest in a unit located on the premises described above and such real property that shall be added pursuant to Section 1.2 shall be a proprietary member of the corporation subject to the Bylaws; provided that the purchasers of a unit under a duly recorded contract or memorandum of contract shall be deemed the owner of such unit. Each proprietary member shall be entitled to one vote per unit owned by such member provided that if two or more proprietary members shall own any unit by any form of co-tenancy, such ownership is entitled to one vote. The vote of such unit shall be exercised as they among themselves determine, or, if they are unable to agree, they may cast fractional votes proportionate to their ownership interest but in no event shall more than one vote be cast with respect to any one unit. Each unit owner of a commercial entity shall be a proprietary member of the corporation and is entitled to vote on the basis of units owned. They are Class A members and are entitled to Class A voting rights.

If a vacancy occurs with a Class A member, that vacancy will be filled by appointment by the Advisory Board members. During the existence of any vacancy, the remaining directors shall possess and may exercise all powers vested in the Board.

The rights and privileges of a proprietary membership shall terminate when the holder of any such proprietary membership shall cease to qualify as an owner.

The Class A members shall be entitled to elect not more than forty (40%) percent (two members) of the members of the Board of Directors of the Corporation. One Class A member will be elected to represent all of the condominium areas on the Board of Directors and one Class A member will be elected to represent all of the residential areas on the Board of Directors. These Board members will be elected by their corresponding association members at the annual election. The election of Class A members of the Board shall be held separately from the election of Class B members. The commercial group has no representative on the Board of Directors.

Class A Members: Advisory Board

In addition, the Class A members shall elect an Advisory Board which may attend and address the Board of Directors at its meetings but shall have no vote.

Altogether ten directors are to be elected to the Advisory Board, one from each of the following groups:

- Courtside Condominium Association
- Inverness Condominium Association
- The Lakes of Woodbridge Condominium Association
- Moors End Condominium Association
- Oak Shores Condominium Association
- The Villas Condominium Association
- The Meadows at Woodbridge Hills
- Prestwick/Squire Heath residential area
- Heather Ridge/Muirfield residential area
- Commercial Units (properties)

The election of these advisory members shall be held separately from the election of members of the Board of Directors. The election of the Advisory Board members shall be divided by the Class A members into separate elections

by areas or neighborhoods. Each of the Class A associations or separate neighborhoods shall elect a representative to the Advisory Board. The Commercial units shall also elect a member to the Advisory Board.

Class B Members: The Class B members shall be The Moors Investment Group and Woodbridge Development Company, their successors and assigns, if such successors or assigns should acquire an acre or more of undeveloped land included in that "development." Class B members shall be entitled to elect sixty (60%) percent (3 members) of the directors of the corporation.

2.2 Associate Members. Each lessee, renter, or other occupant of a residential and commercial unit subject to the Covenants, Conditions and Restrictions for development not eligible for proprietary membership but who satisfies the conditions of the Bylaws of the Association and of the Covenants, Conditions and Restrictions applicable to the Development shall be an associate member which status shall continue in effect during each period as the associate member shall be an authorized non-proprietary tenant of a unit in the Development. Associate memberships shall carry all the rights and privileges of a proprietary membership except the right to vote. Any time an associate member shall cease to be a tenant of the Development or shall become a proprietary member, his rights and privileges as an associate member shall thereupon terminate.

### 3.0 Meetings.

3.1 Annual Meetings. The annual meeting of the members shall be held in the second quarter of each year. All meetings of members shall be held at such place within the County of Kalamazoo, State of Michigan, as shall be stated in the said notice.

3.2 Special Meetings. Special meetings of the members may be called by the President of the Board or by the majority of the Board of Directors or upon a written request to the Secretary of the Board of Directors by 10% of the Proprietary members who are in good standing. The written request must include a brief description of the items to be discussed.

3.3 Notices. Meeting notices shall be sent to each member. Written or printed notice stating the place, day or hour of the annual meeting and any special

meetings, and in the case of special meetings, the purpose or purposes for which the meeting is called. It shall be delivered not less than (14) days or more than (21) days before the date of the meeting by mail. When mailed, such notice shall be deemed to be delivered when deposited in the United States mail, with postage fully prepaid thereon, addressed to the member at his most recent address as it appears on the records of the corporation. Proxy statements will be included with the notice when needed.

3.4 Quorum in Voting. The vote of a majority of the members or voting units present or represented by proxy at the annual meeting or any special meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members. Those members present at the annual or any special meeting of the members constitute a quorum at the meeting.

#### 4.0 Directors of the Board of Directors

4.1 Number, Election and Tenure. The property and affairs of the association shall be managed and controlled by a Board of Directors, the membership of which shall initially consist of five persons. The number of Directors for the Board of Directors can be increased by approval of amendments authorizing such increase. Three members (60%) of the Board of Directors shall be elected by Class B members. The remaining two members (40%) of the Board will be elected by Class A members.

Each director shall serve a two year term or until their successors have been elected. If a vacancy of a Class B Board member occurs that vacancy shall be filled by an appointment by the majority of Class B members by a separate vote held at a special meeting for that purpose.

#### 4.2 Annual Meeting of the Board of Directors

An Annual Meeting of the Board of Directors shall be held during the second quarter of the year, following the annual meeting of the membership. A quorum must be present to transact business and an agenda is to be provided.

4.3 Regular Meetings of Directors. All regular meetings of the Board of Directors may be called with (7) days notice to all members of the Board of Directors.

The subject matter is to be disclosed. A quorum must be present to transact business and an agenda is to be provided.

4.4 Special Meetings of Directors. Special meetings of the Board of Directors may be called by the President or any two Directors and may be called with (7) days notice with the subject matter disclosed. A quorum must be present to transact business.

4.5 Notices. The Secretary shall give written notice of the annual or special meeting of the Board by mailing such notice by United States mail to the respective Directors at their last known post office address, at least seven (7) days prior to the date of such meeting. Majority of those present at the end of any meeting can adjourn the meeting when a quorum exists. Action may be taken by a majority vote of the directors present.

4.6 Action taken without a meeting: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors and such action shall be entered in the minutes of the next meeting of the Directors.

4.7 Quorum in Voting. A majority of the members of the Board shall constitute a quorum for the transaction of all business. If, at any meeting of the Board, there is not a quorum present, the meeting will be adjourned and rescheduled. When a quorum exists, action may be taken by a majority vote of the Directors.

#### 5.0 Officers of the Board of Directors

5.1 The officers of the Board of Directors shall consist of a President, a Vice President, a Secretary and a Treasurer. They will all serve one year terms. The Vice President can also serve as Secretary or Treasurer.

5.2 Election of Officers. The officers of the Association shall be elected at the annual Board of Directors meeting prior to the annual meeting of the association. Each officer shall hold office for the term of one year and until his successor shall be elected and qualified. Each officer and agent shall be subject to removal at any time by a vote of the majority of the entire Board whenever, in the judgment of the Board, the best interests of the Association will be served by such removal.

- 5.3 Vacancies. A vacancy in any office shall be filled by the Board at any regular meeting or a special meeting called for that purpose.
- 5.4 Employees and Agents . The Board shall be empowered to employ such employees and agents and to execute such contracts as it may deem necessary to properly carry out its objects and purposes as stated in the Articles of Incorporation and in these Bylaws.
- 5.5 President. The President shall be the chief executive officer, preside over all meetings and preside over the management of the Association, executive officers and have general active charge of the management of the Association, subject to control by the Board. When present, he/ she shall preside at all meetings of the Board. The President shall have power to appoint and discharge agents and employees, subject to the approval of the Board.
- 5.6 Vice-President. The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President. The Vice-President shall also exercise such other powers and perform such other duties as shall be prescribed by the Board.
- 5.7 Secretary. The Secretary shall give such notice of meetings to the Board as required by those Bylaws and shall keep a record of the proceedings of all such meetings. The Secretary shall have custody of all books and records and papers of the Association except those which are in the care of the Treasurer or some other person to have custody and possession thereof by resolution of the Board. The Secretary is authorized to sign with the President or Vice-President in the name of the corporation all official documents, papers, deeds, and contracts, including those in any way affecting the property or interests of the corporation, and shall affix the seal of the corporation thereto. The Secretary shall submit such reports to the Board as may be requested by it from time to time.
- 5.8 Treasurer. The Treasurer shall account for all of the monies of the Association received and disbursed, and shall deposit all the monies in the name of and to the credit of the corporation in such banks and depositories as the Board shall designate, subject to withdrawal in the manner determined by the Board, and, subject to the Board, shall safely keep all valuables of the corporation. The Treasurer shall, from time to time, make such reports to the officers and Board

as may be required, and shall perform such other duties as the Board, from time to time, shall delegate to him.

#### 6.0 Assessments, Purposes of Assessments, Liens and Collections.

6.1 Assessments. The Association is vested with power and authority to, and shall, assess and collect from time to time from its Proprietary Members: (1) annual assessments and (2) special assessments for capital improvements, such assessments to be fixed, assessed, and collected as hereinafter provided. Such annual and special assessments shall be chargeable ratably based upon the number of units owned by each Proprietary Member. Each such assessment, together with interest at the highest rate permitted by law from the due date on unpaid balances of the assessment and costs and expenses. This can also include a reasonable attorney's fee (whether or not suit is filed, and in event also of appeal), incurred in the collection thereof, shall become a charge against the respective unit against which the assessment is made, which lien may be enforced by a suit in equity. Each owner of a unit, by acceptance of a deed therefore, whether or not it be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association each such annual or special assessment, and each such assessment shall be the personal obligation of the owner of such residential unit as of the date and assessments provided for herein by non-use of the community facilities by himself or any occupant of the residential unit against which the assessment is levied.

6.2 Purpose of Assessments. The assessments levied by the association should be used for the construction, reconstruction, and improvement, of the common areas and planted parkways and for the resident's recreation, health, safety, welfare, and protection. Special assessments may also be levied for maintenance projects.

6.3 Annual Assessment by the Association. The Association is vested with the power and authority to establish, assess and collect from its proprietary members annual assessments. Such annual and special assessments shall be chargeable ratably based upon the number of units owned by each Proprietary Association Member. Each such assessment, together with interest at the highest rate permitted by law or at a uniform rate established by the Board, from



the due date on unpaid balances of the assessment and costs and expenses, and also including a reasonable attorney's fee (whether or not suit is filed, and in event also of appeal), incurred in the collection thereof, shall become a charge against the respective unit against which the assessment is made, which lien may be enforced by a suit in equity. Each owner of a unit, by acceptance of a deed therefore, whether or not it be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay the Association each such annual or special assessment and each assessment shall be the personal obligation of the owner of such unit as of the date and assessments provided for herein by non-use of the community facilities by himself or any occupant of the residential unit against which the assessment is levied. The maximum increase should not exceed the current annual assessment.

6.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year beginning January 1, 1983, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvements upon the common area, including fixtures and personal property relating thereto, or the cost of establishing or adding to a reserve therefore, provided that any such assessment must be approved by a majority of the quorum present at a special meeting called for that purpose.

6.5 Notice and Quorum for Special Assessments. Written notice of any meeting called for the purpose of taking any action authorized under Section 6.4 shall be sent to all members not less than thirty (30) days not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of 20% of the members, including proxy votes shall constitute a quorum. Proxies will be sent to all members with the notice of the meeting. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

- 6.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all residential, commercial, and acreage units except as provided in Article 4, Section 4(c).
- 6.7 Assessments: Date of Commencement and Due Dates. The annual assessments provided for herein shall commence March 1, 1982. The Board of Directors shall fix the rate of annual assessment and the amount of assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of annual assessments shall be sent to every owner immediately after action of the Board of Directors assessing the same, provided, however, that where there is more than one owner of a property, only one notice, subject to reasonable regulation by the Board of Directors, need be sent. The due date for payment shall be established by the Board of Directors and shall be stated in said notice. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not all assessments have been paid and setting forth the amounts, if any, interest charges, and due dates.
- 6.8 Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the interest rate at prime plus 3% or at such uniform rate as shall be established by the Board of Directors at the time of the fixing of the assessment period. The Association may bring an action against a delinquent owner or other person personally obligated to pay the same and may foreclose the lien established by the terms of the declaration. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or by abandonment of his lot.
- 6.9 Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any acreage, residential or commercial unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer

shall relieve such lot or dwelling unit from liability for any assessments thereafter becoming due or from the lien thereof.

6.10 Association's Option to Remedy Violations. The Association, at its option, shall have the power and right at all times, after reasonable notice to the owner and any occupant, and for the account of the owner, to abate and correct any violation of these Bylaws or of the Declaration of Covenants, Conditions and Restrictions. Any and all expenses which may be incurred by the Association pursuant to this provision shall be a charge and lien against the lot or residential unit involved with a lien enforceable as provided above and, in addition, shall be the personal obligation of the owner thereof.

6.11 Exempt Property. The following property shall be exempt from the assessments set forth herein: (a) All properties expressly dedicated to and accepted by a local public authority; (b) The common areas; (c) All other properties owned by the Association; (d) The Moors Golf Course; (e) Unplatted and undeveloped acreage; and (f) Unoccupied lots in recorded single-family subdivisions owned by persons who purchase the lot from The Moors Investment Group or its affiliates shall be exempt from assessment for the first six (6) months they have legal or equitable title, provided they make a Fifty dollar (\$50.00) dues payment or the current quarterly fee.

7.0 Amendments. Except with respect to the provisions defining membership classifications and residency conditions in Section 2.0, which shall require also the concurrence of Developer or its successors in interest as developers, during any period it shall own real property in the Moors of Portage, these Bylaws may be amended at any regular meeting of the Board or at any special meeting if the Board called for that purpose. A vote of two-thirds of the Directors present shall be required for any amendment of the bylaws. Provisions relating to membership classifications and residency conditions as defined in Section 2 shall be amended only by the foregoing procedure, together also with the concurrence in writing of Developer or its successors in interest as developers. Any amendments proposed shall be sent to the Advisory Board for their review and advisement. The advisement is not binding but shall be strongly considered.

11/15/2005

11/12/2006

03/02/07