

BY-LAWS OF THE L.O.P. IMPROVEMENT ASSOCIATION A NON -PROFIT CORPORATION

ARTICLE 1 - Name

The name of this organization shall be: L.O.P. (Lake of the Pines) Improvement Association, Inc., and is sometimes hereinafter referred to as "Association".

ARTICLE 2 - Establishment and Dedication

There is hereby established an association of Owners of lots 1 through 267 inclusive, Greenfield Shores nos. 1 through 4. The Association shall be incorporated and organized as a private nonprofit corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those set forth in the Corporate Articles and Bylaws for the Association.

ARTICLE 3 - Purpose

- A) Whereas, the Association desires to provide for the preservation and enhancement of the property values and amenities in the Subdivision known as Greenfield Shores nos. 1 through 4, which surrounds the area known as Lake of the Pines and for the maintenance of certain Common Areas (as defined below) and to this end desires to subject the Subdivision and the Common Areas to the easements, covenants, restrictions, charges and liens set forth herein, each and all of which is and are for the benefit of the Subdivision and each owner therein.
- B) Whereas, the Association has deemed it desirable for the efficient preservation of the values and amenities in the Subdivision to maintain and administer the Common Areas; to collect and disburse the assessments and charges hereinafter created; and to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners.

ARTICLE 4 – Definitions

The words and phrases below are defined as follows:

- A) “Bylaws” shall mean and refer to the bylaws of the Association.
- B) “Common Areas” shall mean those areas of land (lake, parks and beaches) within Subdivision (including the improvements there to) now or hereafter owned by the Association for the common use and enjoyment of the Owners.
- C) “Lot” shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision.
- D) “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Subdivision. When more than one person or entity has an interest in the fee simple title to a Lot, the collective interest of all such persons or entities shall be considered to be that of a single Owner. If any Lot is sold on a land contract, the land contract purchaser shall be considered the Owner. Those persons having any interest in a Lot merely as security for the performance of an obligation are not considered to be Owners.
- E) “Plat” shall mean and refer to the plat of the Subdivision, recorded or to be recorded in the office of the Livingston County Register of Deeds.
- F) “Subdivision” shall mean and refer to Lots 1 through 267 inclusive of the Greenfield Shores nos. 1 through 4.

ARTICLE 5 - Membership and Voting Rights

Section 1 - Membership

The members of this corporation are those persons having membership rights in accordance with the provisions of these bylaws.

All Lot owners owning real estate within the Subdivision shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot.

This corporation has two classes of members designated as follows, “Active” Member and “Inactive” Member.

a. Active Member

Any Lot owner being current & up to date in payment of their annual assessment is considered an active member.

b. Inactive Member

Any Lot owner not paying the annual assessment by March 1 of the current year is an inactive member as determined by the provisions of Article 9, Section 3.

On admission of a Lot owner to membership, the corporation will issue a certificate of membership to the Lot owner evidencing membership in this corporation, and showing the class of membership and the special incidents of membership to that class.

Section 2 - Voting Rights

Each lot owner of the Active Member class, and of no other class, is entitled to a single vote on each matter submitted to a vote of the membership.

Every Lot owner shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in a Lot, all such persons shall collectively be Members and the vote for such Lot shall be exercised by the designated representative of the co-owners as they shall determine. The name of the designated representative shall be provided to the Association in writing at least ten (10) days prior to any meeting at which said designee intends to vote. If notice of a designated representative is not properly given, the vote related to a Lot will be suspended in the event more than one person seeks to exercise said vote.

An Active member may cast a vote by proxy executed in writing by the Active member or by a duly authorized attorney-in-fact, but no proxy will be recognized as valid three (3) years after the date of execution unless expressly provided otherwise in the proxy.

ARTICLE 6 - Adoption of Bylaws

The Association shall adopt Bylaws for the purposes of providing for the election of Trustees and alternates, the conduct of meetings and the governance of the Association, which shall comply with all requirements of the Michigan Nonprofit Corporations Act.

ARTICLE 7 - Board of Trustees & Officers

Section 1 - Board of Trustees

The management of the Association shall be vested in a Board of Trustees of up to eleven (11) active members and no less than five (5) active members. The Board will always be comprised of an odd number of Trustees.

- a. At the annual meeting, all board members will be elected by the highest popularity vote. Trustees shall hold office for two (2) years. Trustees will be split between even and odd year elections.
- b. All trustees must be active members of the Association.
- c. The board may remove any trustee missing two (2) consecutive meetings.

Section 2 - Vacancies

Any vacancy occurring in the Board of Trustees shall be filled by an active member, by a majority vote of the remaining Board.

Section 3 - Duties of Trustees

The trustees shall administer all business carried on the Association under the direction and control of any special or regular meetings of the members.

Section 4 - Officers

The officers shall be President, Vice-President, Secretary, Treasurer and such others as the Board may deem necessary. All officers shall be appointed by the board from their number at the first Board Meeting following the annual election. All officers shall hold office at the discretion of the board.

Section 5 - Duties of Officers

The officers shall perform the duties usually pertaining to such offices and such other duties as may be delegated to them by the Board. All officers handling funds of the Association shall be bonded. The Treasurer shall keep an account of all moneys received and expended for use of the Association, and shall make disbursements authorized by the membership of the Board. All sums received shall be deposited by him/her in the bank or banks approved by the Board, and he/she shall make a report at the annual meeting or when called upon by the President. Withdrawal of funds requires the signature of two officers. Signature authority shall be given only to the President, Treasurer and Secretary.

Section 6 – Committees

The Board of Trustees shall have the authority to appoint committees to assist in carrying out the business of the Association.

Section 7 - Committee on Building Approvals

A series of appropriate and legal building standards will be developed and published by the Board of Trustees.

The Board of Trustees shall appoint a three (3) person committee from the active membership to recommend, advise and approve building plans in accordance with the Building and Use Restrictions; the chairperson of which shall be a Trustee.

Unanimous ruling of the three (3) person committee must approve all plans. In the absence of unanimous ruling, the committee chairperson shall notify the President and the President shall have a special board meeting in one (1) week.

ARTICLE 8 - Meetings

Section 1 - Annual Meeting

The annual meeting of the members will be held at 12:00 p.m. on the third (3rd) Saturday of January of each year at the Brighton Township hall. Purposes within shall be:

- a. Election of Trustees
- b. Present a Written Financial Report
- c. Present a projected budget
- d. Approve an annual operating budget
- e. Annual review of each committee

Section 2 - Board of Directors Meetings

Meetings of members will be held as follows:

- September - June - at Spencer Elementary School.
- July and August - as posted.

Section 3 - Special Meetings

A special meeting of members may be called by the Secretary upon resolution of the Board, or by officers, directors, or upon petition of ten (10) percent of the active members. If a petition is filed, it shall state the purpose of the special meeting and shall state a two week period of time, not less than twenty (20) days nor more than sixty (60) days from the date of filing, during which the special meeting shall be held. Notwithstanding the above, any petition shall be delivered to the Secretary not less than one (1) week prior to the designated period.

At a special meeting, no business may be transacted other than as stated in the notice of meetings.

Section 4 - Notice of Meeting

Each member shall be notified by the Board of Trustees and as specified in the notice of meetings.

Section 5 - Notice & Quorum for Authorization

Written notice of the time, place, and purpose of a meeting of members shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, to each member of record entitled to vote at the meeting, or may be included by being prominently displayed in a newspaper or other periodical regularly published at least semiannually by or in behalf of the corporation and mailed at postage rates complying with the regulations of the United States Postal Service addressed to a member entitled to vote at the meeting not less than ten (10) nor more than sixty (60) days before the meeting.

Members entitled to cast a majority of the votes at a meeting constitute a quorum at the meeting.

Section 6 - Board Meetings

The Board of Trustees may hold their meeting in such places as a majority of the Board may determine.

Meetings of the Board of Trustees may be called at any time by the President or a majority of the Board.

A majority of the Board shall constitute a quorum for the transaction of business.

Section 7 - Order of Business for all Meetings

The president shall be the chairperson of the meetings. The following order of business is suggested, but may be altered by the chairperson at his/her discretion:

- a. Call to Order
- b. Reading & approval of the minutes of the previous meeting
- c. Financial Report by the Treasurer
- d. Report of officers
- e. Unfinished business
- f. New business
- g. Adjournment

All questions of parliamentary procedure shall be decided by Robert's Rules Of Order.

Section 8 - Transaction of Business

The vote of a majority of members entitled to vote on a matter submitted to a membership vote and present in person or by proxy at a meeting is necessary for approval of members of this matter, unless a greater percentage is required by law in any instance. Unanimous consent in writing by all members entitled to vote on a matter submitted to membership vote constitutes approval of the matter.

ARTICLE 9 - Covenant for Association Assessments

Section 1 - Creation of the Lien and Personal Obligation of Assessments

Each owner of a lot, by acceptance of a deed or execution of a land contract therefore, whether or not it shall be so expressed in such deed or land contract, is deemed to covenant and agree to pay to the Association: (1) annual general assessments, (2) special assessments & (3) late fees. Such assessments shall be established and collected as hereinafter provided. The lien may commence after 6 months of delinquency. The general and special assessments, together with the interest thereon at the highest rate permitted by law, collection costs, including reasonable attorney's fees, shall be a charge on the lot and be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with the interest thereon at the highest rate permitted by law, collection costs, including reasonable attorney's fees, shall also be the personal obligation of all persons who were the Owners of such lot at the time such assessment fee fell due.

Section 2 - Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners in the Subdivision, and in particular for the improvement and maintenance of the lake and Common Areas now or hereafter owned by the Association, for the payment of taxes and special assessments relating to the Common Areas and facilities thereon and other property under the control of the Association, including any subdivision entrances; for planting and maintenance of trees, shrubs, and grass; for the maintenance of median islands; for construction, operation and maintenance of recreational facilities; for maintaining drainage facilities which service the Subdivision whether inside or outside of the Subdivision boundaries; for providing community services; for obtaining insurance for the protection of the Owners and indemnification of Officers and Trustees; for maintaining, illuminating and replacing any entryway sign and landscaping; for maintaining and replacing street signs not maintained or replaced by Livingston County or Brighton Township; and for establishing and maintaining appropriate reserves for those purposes.

Section 3 - Dues and Expenditures

The active membership, at the annual meeting, with the recommendation of the Association Board of Trustees, shall vote upon the dues to be assessed upon the lot owners.

The annual dues shall be payable to the Association by the first day of March following the election at the annual meeting.

Any lot owner having a “hardship situation”, shall notify the L.O.P. Association Treasurer, by letter, explaining their situation.

- A) The Association Treasurer is to work out a payment plan with said lot owner with Board approval.
- B) All identities of said lot owners are to be kept confidential by the Board.

Each single expenditure made by the Association Board, in excess of \$200, other than those approved in the annual budget, shall only be made after approval of the active membership.

Section 4 - Special Assessments for Acquisitions and Capital Improvements

In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any acquisition of land or easements to be added to the Common Areas, the construction, reconstruction, repair or replacement of any improvements upon the Common Areas and other areas under the control of the association, including Subdivision entrances. Any special assessment shall have the consent of Members or of proxies entitled to cast a majority of the votes at a meeting duly called for that purpose.

Section 5 - Effect of Nonpayment of Assessments: Remedies of the Association

Any assessment not paid within thirty (30) days after the due date, excluding the exceptions provided for in Section 3, Article 9, shall be assessed a twenty five (\$25.00) annual late fee (Compounded). The Association may bring an action against the Owners personally obligated to pay the same or foreclose the lien against the lot. No Owner may waive or otherwise avoid liability for the assessment by non-use of the Common Areas or abandonment of his/her lot.

Section 6 - Exemptions

All Common Areas, outlots and all other property exempt from taxation by state or local governments or dedicated for public use, shall be exempt from the assessment, charge and lien created herein.

Section 7 - Subordinate of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to any other contractual lien as the lots owned by the Declarant. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure shall extinguish the lien but not the obligation for payment of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment becoming due after such sale or from the lien thereof.

ARTICLE 10 - Amendment and Dissolution

These articles may be amended, repealed or altered in whole or in part, by the owners of the fee simple title of fifty-one (51%) or more of the Lots in said (plats) may release all or part of from all or part of said By-laws.

In the event of dissolution of this Association, the funds in the Treasury shall be surrendered to the succeeding Association or Corporation.

If there is no successor, then the funds shall be disposed of according to the vote of the active membership.

ARTICLE 11 - Feeder Well

In the event that a feeder well is necessary and should cause an adverse effect on the water supply or wells of the homes surrounding the well, the Board of Trustees and the members of the Association agree that:

- (1) The feeder well shall be shut off for such a period of time as is necessary to protect the water supply of the homeowners.
- (2) The members agree to a lowering of the lake level as opposed to a loss of water supply to the homeowners.
- (3) The wellbeing of all of the members and their property shall take precedence over the lake level.
- (4) Should the feeder well cause any homeowner to lose their water supply, the Association shall bear the expense of drilling for a new well.

These By-laws without amendment, were adopted the 28th of February, 1972, and recorded on the 27th day of May, 1975, by a majority of the active members present at the Association meeting duly called. Thereafter, at the Association meeting on the 15th day of January, 1994, these By-laws, with amendments, were adopted as the Corporation's By-laws.

BUILDING AND USE RESTRICTIONS AGREEMENT

THIS AGREEMENT, made this thirtieth day of July 1959, by Lowell L. Marvin and Mary C. Marvin, his wife, and Lawrence P. Marvin, a single man, by Lowell L. Marvin, his attorney in fact, and Albert L. Cape and Abbye L. Cape, his wife, as first parties, with all persons who hereafter become the purchasers or owners of lots in the following described property:

Greenfield Shores No. 2, a subdivision of a part of the northeast quarter of Section 33, in Township two (2) North, Range six (6) east, Brighton Township, Livingston County, Michigan, according to the Plat thereof recorded in Liber 9 of Plats at pages 40 and 41, Livingston County Records.

WHEREAS, said first parties are the owners of the entire subdivision and of all of the lots in said subdivision above described, and first parties intend to subject all of said lots to certain building and use restrictions, conditions, obligations, reservations and easements, as hereinafter set forth to which all purchasers of lots in said subdivision shall be bound:

Therefore, for valuable considerations and in consideration of the plan and purpose of said subdivision and to the end that said lots may be restricted in their use so that they will develop into a residential community in order to make said building and use restrictions, conditions, obligations, reservations, rights, powers, charges and easements binding and of full force and effect on all of the above described lots, and upon the present and future owners and occupants of the same the said first parties hereby declare that all of the above described lots shall if and when conveyed, be conveyed subject to, and charged with all of the building and use restrictions, conditions, obligations, reservations, rights, powers, charges and easements hereinafter set forth in this instrument and the record of this instrument in the office of the Register of Deeds of Livingston County shall be notice to all purchasers.

RECORDED July 31st, 1959
AT 11:15 O'CLOCK A.M.
WILLIAM E. HACK

Restrictions:

1. All of the lots shall be used for private residence purposes only, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses, each dwelling being designed and erected for occupation by a single private family, and attached private garages for the sole use of the respective owners of said lots; no detached garage may be built on any lot in this subdivision.

2. Only one such dwelling shall be built on each of the lots, and no building shall be erected upon lake front lots nearer than 80 feet to said lake, and upon other lots nearer than 30 feet to the road, nor nearer than 10 feet to ^{the} side lot line upon any lots, except by express written consent of first parties.

When two or more lots are held in one ownership and a residence is built thereon upon the lot line between said lots or nearer thereto than these restrictions allow, the two lots shall thereafter be considered as one lot for the purpose of these building restrictions.

3. No building, septic tank, septic tank field, well, fence, wall or other structure, or breakwater or filling in of the lake shore shall be commenced, erected, maintained, nor shall any addition or change or alteration therein be made, except interior alterations, until the plans and specifications showing the nature, kind, shape, height, materials, color scheme, location on lot and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by Lowell L. Marvin, Mary C. Marvin and Lawrence P. Marvin, or their authorized agent, until such time as a committee is elected by a majority of the lot owners of said subdivision to assume such duties, and a copy of such plans and specifications as finally approved, filed with said parties.

In the event that the said parties, their agent or the committee hereinafter elected have failed to approve or disapprove such plans and location within thirty days after the same shall have been sub-

mitted, then such approval shall not be required provided the plans and location substantially conform to or are in harmony with existing structures in the subdivision and with these restrictions.

In any event, no dwelling shall be permitted on any lot in the said subdivision unless the ground floor area thereof shall not be less than 900 square feet.

4. No outside toilets shall be permitted or constructed, and septic tanks for the proper disposal of sewage shall be installed for each residence building. No septic tank or field shall be constructed nearer than 50 feet to the lake and all septic tanks and fields shall be erected to the rear of each residence, and each well shall be installed in the front of each residence, it being understood in this connection that the front of the lot is that part adjacent to the road. These restrictions with respect to septic tanks, fields and wells may be altered by the written permission of the present owners or such committee as may hereafter be appointed, where such alterations are necessary to suitable development of the lots. No septic tank or means of sewage disposal shall be installed until approved and permitted by the State Board of Health or other lawfully constituted and authorized authority having jurisdiction. All dwellings shall have garbage disposals and built in incinerators.

5. No house trailer, tent or other temporary or like structure may be maintained on any lot in said subdivision, and no refuse pile or other unsightly object shall be allowed to remain on any of the lots in said subdivision.

6. All residences must be completely finished on the exterior within six months from the time construction is started and no tar paper or other temporary material shall be exposed for more than six months from the date construction is started.

7. No commercial enterprise may be maintained upon any lots and no boats, canoes, rafts or other floating conveyances shall be kept or maintained for the purpose of rental or hire nor shall any boat livery of any kind be permitted or maintained.

5
8. No livestock except household pets may be kept or maintained on any lot in this subdivision.

9. No motor boat of any kind, whether inboard or outboard may be used or placed in the lake adjoining this subdivision, and no lot owner may keep, house or maintain any such motor boat on any lot in this subdivision for the purpose of using said motor boat upon said lake, except boats equipped with electric motors not in excess of 3½ horsepower are permitted.

10. That all lots adjacent to the lake are considered to run to the water line or edge of the lake.

11. Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the first parties, or the committee referred to in paragraph No. 3, in addition to all other remedies, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection thing or condition that may be or exist thereon contrary to the intent and meaning of the provision hereof, and the first parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

12. All of the restrictions, conditions, covenants, charges, easements, and agreements contained herein shall be for a period of twenty-five years from January 1, 1959 and shall automatically be continued thereafter for successive periods of twenty-five years each; provided, however, that the owners of the fee simple title of seventy-five per cent or more of the lots in said plat may release all or part of said lots from all or any portion of these restrictions at the end of this first twenty-five year period, or any successive twenty-five year period thereafter by executing and acknowledging an appropriate agreement or agreements, in writing for such purposes and filing the same for record in the office of the Register of Deeds for Livingston County, Michigan, at least five years prior to the expiration of this first twenty-five year period, or of any twenty-five year period thereafter.

13. Any or all of the rights and powers, title, easements, and estates reserved or given to the first parties in this agreement may be assigned to any corporation or association composed of the owners of property in said Plat. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights and powers, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as herein given to and assumed by the first parties, the first parties thereupon being released therefrom.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this agreement the day and date first above written.

In the presence of

P.H. Sinclair
P.H. Sinclair
A.W. Johnson
A.W. Johnson

Lowell L. Marvin
Lowell L. Marvin

Mary C. Marvin
Mary C. Marvin

Lawrence P. Marvin
Lawrence P. Marvin

by Lowell L. Marvin
Lowell L. Marvin
His attorney in fact.

Albert L. Cape
Albert L. Cape

Abbye L. Cape
Abbye L. Cape

STATE OF MICHIGAN

COUNTY OF OAKLAND ss.

On this thirtieth day of July 1959, before me a Notary Public, in and for said County, personally appeared Lowell L. Marvin, and Mary C. Marvin, his wife, Lawrence P. Marvin, a single man, by Lowell L. Marvin, his attorney in fact, Albert L. Cape and Abbye L. Cape, his wife, to me known to be the same persons described in and who executed the within instrument and acknowledged the same to be their free act and deed.

PAUL H. SINCLAIR
Notary Public, Oakland County, Michigan
My Commission Expires August 1, 1961

Notary Public, Oakland County, Michigan.
My commission expires Aug 1-1961