

**ASSOCIATION BYLAWS OF  
CHARLEVOIX POINTE CONDOMINIUM**

**SECTION I  
CONDOMINIUM BYLAWS**

The Condominium Bylaws of Charlevoix Pointe Condominium, a condominium project, attached as a part of the Master Deed pertaining to the Project and recorded in the office of the register of deeds of Eaton County, Michigan, are incorporated by reference and adopted in their entirety as a part of the Bylaws of this Association. The capitalized terms in these Bylaws shall have the meanings given to them in the Condominium Bylaws and in the Master Deed.

**SECTION II  
MEETINGS AND QUORUM**

1. **Membership Meetings.** Each Unit Owner shall be a member of the Association and for purposes of these bylaws are sometimes called *members*. The initial meeting of the members, absent a special call by the Board of Directors, shall be held on Developer's call at or before the time required for the meeting by the Condominium Bylaws. At the meeting, the Directors elected at the First Meeting of Incorporators shall resign, and a new Board of Directors shall be elected by the members as provided below.
2. **Annual Meeting of Members.** After the initial meeting, the annual meeting of members shall be held on each year at the date, time, and place designated by the Board of Directors. Notice of all annual meetings shall be as provided in the Condominium Bylaws.
3. **Delayed Annual Meeting of Members.** If, for any reason, the annual meeting is not held on the day designated by the Board of Directors, the meeting may be called and held as a special meeting with the same proceedings as at an annual meeting.
4. **Special Meetings of Members.** Special meetings of the members may be called by the president, by a majority of the Board of Directors, or by Owners having at least 35 percent of the votes entitled to notice of the meeting. Notice of special meetings shall be provided in the same manner as for annual meetings.
5. **Organizational Meeting of Board.** At the same place as the annual meeting of members and immediately following it, the Board as constituted on final adjournment of the annual meeting shall convene an organizational meeting to elect officers and transact any other business properly proposed. The organizational meeting in any year may be held at a different time and place by consent of a majority of the Directors.
6. **Regular Meetings of the Board.** In addition to its organizational meeting, the Board may hold regular meetings at other times and places it determines. Notice of regular meetings shall be given to each Director personally or by mail, telephone, fax, or email at least five days before the date of the meeting. Regular meetings of the Board of Directors may be held by telephone or email in lieu of all of the Board of Directors meeting at one location.
7. **Special Meetings of Board.** Special meetings of the Board may be called by the president or by any two Directors by written notice to each Director of the time, place, and purpose of the meeting, at least three days before the date of the meeting. Special

meetings of the Board of Directors may be held by telephone or by email in lieu of all of the Directors meeting at one location.

8. **Notice and Mailing.** All written notices required to be given to members by any provision of these Bylaws shall state the authority pursuant to which they are issued (e.g., “by order of the president” or “by order of the Board of Directors”). Each notice shall be deemed duly served when it has been deposited in the U.S. mail, with postage fully prepaid, plainly addressed to the addressee at the addressee’s last address appearing on the membership records of the Association.
9. **Waiver of Notice.** Notice of the time, place, and purpose of any meeting of the members or of the Board of Directors may be waived by telegram, cablegram, or other writing, either before or after the meeting has been held. Attendance at any meeting of the Board constitutes a waiver of notice, except when a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.
10. **Quorum.** A quorum of the members shall be as set forth in the Condominium Bylaws. A majority of the Directors then in office shall constitute a quorum for the transaction of business. Members or Directors present or represented at any such meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough persons to leave less than a quorum, and may adjourn the meeting for not more than 30 days, without notice other than announcement at the meeting, until a quorum is present or represented.

### SECTION III BOARD OF DIRECTORS

1. **Number and Term.** The business, property, and affairs of the Association shall be managed by a Board of Directors composed of not less than three nor more than five members. The number of persons comprising each subsequent Board shall be determined by vote of the members before the establishment of each Board. However, if a motion is not made and carried to increase or decrease the number of Directors, the Board shall consist of the same number of persons as previously comprised the full Board of Directors.

In addition, the members may, by resolution duly made and passed, provide that in lieu of annually electing all Directors, the Directors shall be divided into two or three groups, each to be as nearly equal in number as possible, with terms of office such that the term of Directors in the first group will expire at the first annual meeting following their election, that of the second group will expire at the second annual meeting after their election, and that of the third group, if any, will expire at the third annual meeting after their election. At each annual meeting after the classification of the Board of Directors, a number of Directors equal to the number of the group whose term is expiring shall be elected to hold office until the second succeeding annual meeting if there are two groups or until the third succeeding annual meeting if there are three groups. However, until the initial meeting of the members as required by the Condominium Bylaws, the Directors named in the Articles of Incorporation and their successors shall serve.

2. **Qualification.** Except for members of the first Board, each Director shall be an Owner (or if an Owner is a trustee of a trust, a Director may be the trustee of the trust or a beneficiary, and if an Owner is a corporation or a partnership, a Director may be an officer or a partner of the Owner). If a Director ceases to meet the qualifications during the Director's term, the Director shall cease to be a Director, and that place on the Board shall be deemed vacant.
3. **Vacancies.** Vacancies in the Board may be filled by the affirmative vote of a majority of the remaining Director or Directors, even if less than a quorum of the Board. Each person elected to fill a vacancy shall remain a Director until a successor has been duly elected and qualified, and the election shall be for a term equal to that remaining of the Director whose death or resignation has created the vacancy.
4. **Resignation and Removal.** A Director may resign at any time, and the resignation shall take effect on receipt of written notice by the Association or at a subsequent time set forth in the notice of resignation. Any or all the Directors may be removed, with or without cause, by the vote of a majority of the votes of Owners.
5. **Action by Written Consent.** If all the Directors severally or collectively consent in writing to any action to be taken by the Association, either before or after the action, the action shall be as valid an action as though it had been authorized at a meeting of the Board.
6. **Powers and Duties.** In addition to the powers and duties imposed or permitted by law, by these Bylaws, or by resolution of the members of the Association, the Board of Directors shall have all powers and duties necessary to administer the affairs of the Condominium as set forth in the Condominium Bylaws.
7. **Rules and Regulations.** The Board of Directors shall propose regulations respecting the use and enjoyment of the Units and Common Elements of the Condominium and other rules and regulations necessary to maintain and operate the Condominium. All regulations and amendments shall be adopted and promulgated in the manner set forth in the Condominium Bylaws. All rules and regulations imposed by the first Board of Directors before the initial meeting of members shall be binding on all subsequent members unless amended.
8. **Compensation.** Directors shall receive no compensation for their services as directors unless expressly provided for in resolutions duly adopted by not less than 60 percent of all Owners.

#### SECTION IV OFFICERS

1. **Designation and Term.** The Board shall elect a president, a secretary, and a treasurer and may also elect one or more vice presidents, assistant secretaries, and assistant treasurers as the needs of the business require. Each officer shall hold office for the term of one year and until a successor is elected and qualified. No officer shall receive any compensation from the Association for acting in that capacity.
2. **Qualification.** Except for members of the first Board, each officer (president, vice president, secretary, and treasurer) shall be an Owner (or if an Owner is a trustee of a trust, a principal officer may be the trustee or a beneficiary of the trust, and if an Owner is a corporation or a partnership, an officer may be an officer or a partner of the corporation

- or partnership). The Board may elect non-Owners to fill the positions of assistant officers if they feel that additional expertise is needed.
3. **The President.** The president shall be the chief executive officer of the Association. The president shall preside over all meetings of the members and of the Board and shall be ex officio a member of all standing committees.
  4. **The Secretary.** The secretary shall attend all meetings of the members, of the Board, and of any executive committee and shall preserve in books of the Association true minutes of the proceedings of all meetings. The secretary shall safely keep in custody any seal of the Association and shall have authority to affix the seal to all documents on which its use is required. The secretary shall give all notices required by statute, Bylaw, or resolution and shall perform other duties delegated to the secretary by the Board or by the president.
  5. **The Treasurer.** The treasurer shall have custody of all Association funds and securities and shall keep in books belonging to the Association full and accurate accounts of all receipts and disbursements. The treasurer shall deposit all monies, securities, and other valuable effects in the name of the Association in depositories the Board designates for that purpose. The treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for the disbursements, and shall render to the president and Directors at regular meetings of the Board, and whenever requested by them, an account of all transactions and of the financial condition of the Association.
  6. **Vacancies.** Vacancies in any office may be filled by the affirmative vote of a majority of the remaining members of the Board at any regular or special meeting. Each person appointed to fill the vacancy shall remain an officer for a term equal to that remaining of the officer whose death or resignation created the vacancy and until a successor has been duly elected and qualified.
  7. **Resignation and Removal.** An officer may resign at any time, and the resignation shall take effect on receipt of written notice by the Association or at a subsequent time set forth in the notice of resignation. Any or all the officers may be removed, with or without cause, by the vote of a majority of the Board of Directors.

## SECTION V INDEMNIFICATION

1. **Scope of Indemnification.** The Association shall indemnify to the fullest extent authorized or permitted by the Michigan Nonprofit Corporation Act, MCL 450.2101 et seq., any person, or the person's estate or personal representative, who is made or threatened to be made a party to an action, suit, or proceeding (whether civil, criminal, administrative, or investigative) because the person is or was a Director or an officer of the Association or serves or served in any other enterprise at the request of the Association. Persons who are not Directors or officers of the Association may be similarly indemnified regarding services rendered to the Association or at the request of the Association to the extent authorized at any time by the Board of Directors of the Association. The provisions of this section shall apply to Directors and officers who have ceased to render service and shall inure to the benefit of their heirs, personal representatives, executors, and administrators. This right of indemnification shall not be exclusive, and the Association may indemnify any person, by agreement or otherwise, on

whatever terms and conditions the Board of Directors of the Association approves. Any agreement for the indemnification of any director, officer, employee, or other person may provide indemnification rights that are broader or otherwise different than those set forth in the Michigan Nonprofit Corporation Act, unless otherwise prohibited by law.

2. **Authorization of Indemnification.** Any indemnification under this section 5 (unless ordered by a court) shall be made by the Association only when authorized in the specific case on a determination that indemnification of the Director, officer, employee, or agent is proper in the circumstances because that person has met the applicable standard of conduct set forth in this section and after 10 days' written notice to all Owners of the facts surrounding the request for indemnification. The determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the action, suit, or proceeding; (b) if a quorum is not obtainable or, even if obtainable, when a quorum of disinterested Directors directs, by independent legal counsel (who may be the regular counsel of the Association) in a written opinion; or (c) by the members by a majority vote of a quorum at a meeting of the members.
3. **Advancing of Expenses.** The Association may pay expenses incurred in defending a civil or criminal action, suit, or proceeding described in section 5.1 in advance of the final disposition of the action, suit, or proceeding as authorized by the Board of Directors on receipt of an agreement by or on behalf of the Director, officer, employee, or agent to repay the amount unless it is ultimately determined that the person is entitled to be indemnified by the Association as authorized in this section.
4. **Insurance.** The Association may purchase and maintain insurance on behalf of any person who is or was a Director, an officer, an employee, or an agent of the Association or who is or was serving at the request of the Association as a director, an officer, an employee, or an agent of another Association, partnership, joint venture, trust, or other enterprise against any liability asserted against that person and incurred by that person in any capacity for the Association or arising out of that status, whether or not the Association would have the power to indemnify that person against the liability under the provisions of this section.
5. **Mergers.** For the purposes of this section, references to the *Association* include all constituent entities absorbed in a consolidation or merger, as well as the resulting or surviving entity, so that any person who is or was a Director, an officer, an employee, or an agent of such a constituent entity or who is or was serving at the request of the constituent entity as a Director, an officer, an employee, or an agent of a corporation, partnership, joint venture, trust, or other enterprise shall stand in the same position under the provisions of this section 5 regarding the resulting or surviving Association as that person would if that person had served the resulting or surviving Association in the same capacity.

## SECTION VI GENERAL PROVISIONS

1. **Liability of Members.** The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under these Bylaws. However, the liability of any Owner arising out of any contract made by or other acts of the Directors, officers, or a committee or out

of the indemnity provisions shall be limited to the proportion of the total liability that the Owner's percentage of value in the common elements bears to the total percentage interest of all Owners in the common elements. Every agreement made by the Directors, officers, committees, or managing agent on behalf of the Owners shall provide that the persons signing it are acting only as agents for the Owners and shall have no personal liability (except as an Owner) and that each Owner's liability under the agreement shall be limited to the proportion of the total liability incurred that the Owner's percentage of interest in the Common Elements bears to the total percentage interest of all Owners in the Common Elements.

2. **Signing of Documents.** All checks, drafts, and orders for payment of money shall be signed in the name of the Association by an officer or officers or agent or agents as the Board shall from time to time designate for that purpose. When the signing of any contract, conveyance, or other document of title has been authorized without specification of the signing officers, the president, or a vice president, if any, may undertake the signing in the name or on behalf of this Association without attestation, acknowledgment, or seal.
3. **Fidelity Bonds.** The Association may require that all officers, employees, and others who are responsible for handling funds of the Association obtain adequate fidelity coverage to protect against dishonest acts, the cost of which shall be an expense of administration.
4. **Seal.** Any seal of the Association shall have inscribed the name of the Association and the words "Corporate Seal, Michigan." The seal may be used by causing it to be impressed or affixed on a document.
5. **Fiscal Year.** The fiscal year of the Association shall be fixed by resolution of the Board.

## SECTION VII AMENDMENT OF BYLAWS

1. **Amendment Procedures.** The power to amend or repeal these Association Bylaws, or to adopt new Association Bylaws, has been reserved exclusively to the members of the Association. However, until the initial meeting of members has been held, these Bylaws may be amended by the unanimous action of the Directors appointed in the Articles of Incorporation or their successors. Amendments may be proposed by the Board of Directors or by petitions signed by at least 20 percent of the members but shall not be effective until approved by a majority of the members voting at any regular or special meeting of members at which a quorum is present. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which the proposed amendment is to be voted on.