

# HIGHGATE ON THE LAKE ASSOCIATION

## RESTATED BYLAWS

### ARTICLE I

#### APPLICABILITY OF THE BYLAWS

Section 1. These Restated Bylaws of the Corporation are established to provide for the operation and administration of the Association which has been established pursuant to the provisions of the Highgate on the Lake Subdivision Declaration of Restrictions recorded in Liber 6390 Page 195 et seq., the First Amendment to Declaration recorded in Liber 6458 Page 425 et seq., the Second Amendment to Declaration recorded in Liber 6506 Page 788 et seq. and the Addendum to Declaration recorded in Liber 7415 Page 854 et seq., Oakland County Records.

Section 2. The purposes for which this Corporation is organized shall be those specific and general purposes set forth in the Restated Articles of Incorporation of the Association. In furtherance of such purposes, this Association shall promote and maintain the safety, property values and general well being of the Members of the Association and the Common Areas of the Subdivision.

### ARTICLE II

#### DEFINITIONS

“**Association**” shall mean and refer to Highgate on the Lake Association, a Michigan nonprofit corporation, its successors and assigns.

“**Subdivision**” and “**Plat**” shall mean and include a subdivision of part of the Southwest ¼ of Section 28, Town 2 North, Range 8 East, City of Wixom, County of Oakland, State of Michigan as recorded in Liber 144 Page 1 et seq., Oakland County Records.

“**Restrictions**” shall mean the Declaration of Covenants Conditions and Restrictions for Highgate on the Lake, recorded in Liber 6390 Page 195 et seq., as amended (the “Restrictions”).

“**Lot**” shall mean any lot, parcel or area of land with the Subdivision or Plat.

“**Common Area**” shall mean and refer to the areas of land and improvements located within the Subdivision or Plat designated as Common Areas therein.

“**Homeowner**” shall mean the recorded owner of any of the Lots, whether one or more persons or entities, of the fee simple title to any Lots, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

“**Member**” shall mean a Homeowner as defined herein. Qualification for membership is governed by the Restrictions. Each Homeowner or land contract vendor shall be a Member. No other person or entity shall be entitled to membership. A party owning multiple Lots shall be entitled to a separate Membership as to each Lot. Upon transfer of a lot by the owner, the new owner is qualified for membership in the Association upon recording of a Deed or land contract assignment with the Register of Deeds for Oakland County, Michigan. The former owner thereupon shall cease to be a member and shall no longer be entitled to any rights or privileges in the Association whatsoever.

### **ARTICLE III**

#### **MEETINGS**

**Section 1. Location; procedure.** Meetings of the Association shall be held at such suitable place convenient to the Homeowners as may be designated by the Board of Directors. Voting shall be as provided in these Bylaws and the Restrictions. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Corporation, the Restrictions, or the laws of the State of Michigan.

**Section 2. Annual Meeting; Agenda.** Annual Meetings of members of the corporation shall be held during the month of September at such date, time and place as the Board of Directors shall direct. At such meetings there shall be elected by ballot of the Homeowners a Board of Directors in accordance with the requirements of Article III of these Bylaws. The Homeowners may also transact at annual meetings such other business of the Corporation as may properly come before them. At the Annual Meeting of members, the order of business shall be as follows:

- (a) Calling the meeting to order.
- (b) Proof of notice of the meeting.
- (c) Determination of Quorum.
- (d) Reading of minutes of the last previous Annual Meeting.
- (e) Reports from officers.
- (f) Reports from committees.
- (g) Election of directors.
- (h) Miscellaneous business.

**Section 3. Special Meetings.** It shall be the duty of the President to call a special meeting of the Homeowners as directed by resolution of a majority of the Board of Directors or upon a petition signed by one-third (1/3) of the Homeowners 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. Membership Meeting Notices.** 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 Homeowner of record, at least ten (10) calendar days but not more than sixty (60) calendar 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 filed with the Association shall be deemed notice served. Alternatively, such notices may be hand delivered either to the dwellings or placed at the mailboxes. 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. Quorum.** The presence in person or by proxy of ten (10%) percent in number of the Homeowners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum. The written ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast. All voting shall be by secret ballot, unless a nomination is made by acclamation.

**Section 6. Adjournment for want of Quorum.** If any meeting of Homeowners cannot be held because a quorum is not in attendance, the Homeowners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

## ARTICLE IV

### BOARD OF DIRECTORS

**Section 1. Eligibility, Compensation Prohibited.** The affairs of the corporation shall be governed by a Board of Directors all of whom must be members of the corporation except that officers, partners, trustees, employees or agents of members that are legal entities and not individual persons may be designated by such entities to serve as directors, if elected, of the corporation. No candidate for election or appointment to the Board of Directors shall be eligible if delinquent in the payment of any sum of money (including but not limited to assessments, late charges, legal fees and fines) owed to the Association. Only one person per Lot shall be eligible as a candidate notwithstanding the fact that the Lot is jointly owned by two or more persons and/or entities. If a member is a partnership then only a partner thereof shall be qualified and eligible to serve as a director. If a member is a corporation, then only a shareholder or a director thereof shall be qualified and eligible to serve as a director. Any homeowner landlord who is neither a partnership nor a corporation shall be qualified and eligible to serve as a director only in his or her individual capacity and the tenant or agent of such landlord shall not be qualified or eligible to serve as a director. Directors shall not be compensated for their services as directors.

**Section 2. Size, Terms of Office.** The Board of Directors shall, as provided below, be composed of seven (7) persons who shall manage the affairs of the corporation. Directors shall serve

without compensation. Directors shall serve until their successors take office. At the first Annual Meeting which occurs after the adoption of these Bylaws, the terms of all current directors shall terminate and the Members shall elect a new Board comprised of seven (7) persons with the three (3) candidates receiving the highest vote totals elected to three (3) year terms of office. The two (2) candidates elected with the next highest vote totals shall each be elected to two (2) year terms of office. The other two (2) candidates who are elected with the lowest vote totals shall each be elected to one (1) year terms of office. At each annual meeting thereafter, either two (2) or three (3) directors shall be elected depending on the number of directors whose terms expire, and the term of office for each Director shall be three (3) years from that point forward.

**Section 3. Powers, Duties.** The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Restrictions or required thereby to be exercised and done by the Homeowners. In addition to the duties set forth in the Restrictions and as otherwise required by law, it shall be the duty of the Board to establish an annual operating budget for the Association, to establish the annual assessment applicable to each Member for the purpose of providing funds necessary to fulfill the operating expenses set forth in the budget, and to otherwise enforce the Restrictions and Bylaws. The Board shall also obtain either a compilation, review or an audit each year of the Association's books of account from a qualified independent auditor who must be a public accountant. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

- (a) Management and administration of the affairs of and maintenance of the Subdivision and the use and enjoyment of the Common Areas thereof.
- (b) To collect assessments from the members of the Association in accordance with the terms of the Restrictions and to use the proceeds thereof for the purposes of the Association.
- (c) To impose and collect additional and special assessments in accordance with the Restrictions for any purpose authorized by the Restrictions or by law.
- (d) To carry insurance and collect and allocate the proceeds thereof.
- (e) To rebuild improvements after casualty.
- (f) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the subdivisions.
- (g) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

- (h) To borrow money and issue evidences of indebtedness in furtherance of any and 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 also be approved by affirmative vote of more than sixty (60%) percent of all of the members of the Association.
- (i) To make rules and regulations in accordance with the Restrictions and Bylaws.
- (j) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Subdivisions and to delegate to such committees any functions or responsibilities which are not by law or the Restrictions required to be performed by the Board.
- (k) To enforce the provisions of the Restrictions.

The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed above, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Restrictions required to be performed by or have the approval of the Board of Directors or the members of the Association.

The Board may, if it elects to do so, maintain a website for the Association. The Board of Directors will be responsible for maintaining the website, and shall have the responsibility to review and approve any and all material and content before it is placed on the website. The costs of maintaining the website, if any, shall be an expense of administration.

**Section 4. Vacancies.** 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 the 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.

**Section 5. Recall.** At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by affirmative vote of at least fifty-one (51%) percent of the entire membership and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by the Homeowners shall be given an opportunity to be heard at the meeting.

**Section 6. First Meetings of Boards.** The first meeting of a newly elected Board of Directors shall be held within ten (10) calendar days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no other notice shall be necessary to the newly elected Directors to constitute a duly called meeting.

**Section 7. Regular Board Meetings.** Regular meetings of the Board of Directors may be held at such times and places 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, fax, telephone or email, at least ten (10) days prior to the date named for such meeting.

**Section 8. Special Board Meetings.** Special meetings of the Board of Directors may be called by the President on three (3) calendar days' notice to each Director, given personally, by mail, fax, telephone or email, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one Director.

**Section 9. Waiver of Notice.** 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 10. Quorum.** 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 of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

**Section 11. Fidelity Bonds; Employee Dishonesty Insurance.** The Board of Directors shall require that all directors, officers, agents and employees of the Association handling or responsible for Association funds shall be covered by adequate fidelity bonds or employee dishonesty insurance purchased by the Association. The premiums on such bonds and insurance shall be paid by the Association. Such bonds and/or insurance shall not be less than the estimated maximum of funds, including reserve funds and in no event less than a sum equal to the current fiscal year's aggregate assessments on all Lots plus reserve funds.

**Section 12. Executive Sessions.** The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes which reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

## ARTICLE V

### OFFICERS

**Section 1. Officers, Compensation Prohibited.** 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 Association and members of the Board of Directors. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person. Officers shall not be compensated.

**Section 2. Election.** 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. Removal.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

**Section 4. President.** The President shall be the chief executive officer of the Association. He/She shall preside at all meetings of the Association and of the Board of Directors. He/She 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/she may in his/her discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

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

**Section 7. Treasurer.** The Treasurer shall have responsibility for the 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/She shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

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

## ARTICLE VI

### FINANCE

**Section 1. Governing Documents.** The finances of the corporation shall be handled in accordance with these Bylaws and the Declaration, as amended.

**Section 2. Fiscal Year.** The fiscal year of the corporation shall be the period beginning January 1<sup>st</sup> of each year and extending through December 31st of each successive year. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause in accordance with the advice and counsel of the Association's accountant and the requirements of the state and/or federal taxing authorities.

**Section 3. Depositories.** The funds of the corporation shall be deposited in such credit unions, banks or with insured securities brokers or invested in federally insured securities as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors 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 or government obligations.

## ARTICLE VII

### BOOKS AND RECORDS

The Association shall keep detailed books of account in accordance with generally accepted accounting practices and procedures showing all expenditures and receipts which shall specify the maintenance and repair expenses of the Common Areas and any other expenses incurred by or on behalf of the Association and the Members. Such accounts and all other non-privileged Association records shall be open for inspection by the Members and their mortgagees during reasonable working hours and with reasonable advance notice.

## ARTICLE VIII

### AMENDMENTS

**Section 1. Proposed By Board, Members.** Amendments to these Bylaws 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 (1/3) or more in number of the members or by instrument in writing signed by them.

**Section 2. Voting.** These Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, or by written ballot without a meeting, by a affirmative vote of at least fifty one percent (51%) of the total number of Lots that are not delinquent and who are present at the meeting in person, by proxy, or by written ballot.



**Section 3. Binding Effect.** A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Subdivisions irrespective of whether such persons actually receive a copy of the amendment.

## ARTICLE IX

### VOTING

**Section 1. Voting.** Except as limited in these Bylaws, Members shall be entitled to one (1) vote for each lot owned in the Subdivisions; provided however, that in the event any person or entity owns a residence situated on more than one Lot, they shall have but one vote.

**Section 2. Eligibility to Vote.** No Owner shall be entitled to vote at any meeting of the Association until he or she has presented evidence to the Association of ownership of a Lot in the Subdivisions. The vote of each Member may only be cast by the individual representative designated by such Member in the notice required below.

**Section 3. Designation of Voting Representative.** Each 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 Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the lots owned by the Member, and the name and address of each person, firm, corporation, partnership, association, trust or other legal entity who or which is the Owner. Such notice shall be signed and dated by the Owner. The individual representative designated may be changed by the Owner at any time by filing a new notice in the manner herein provided.

**Section 4. Voting Ineligibility.** A Member who is not in good standing for failure to pay any assessments, fines, late charges or legal fees or costs levied by the Board of Directors shall not be entitled to vote on any matter unless and until such default is fully cured.

## ARTICLE X

### ASSESSMENTS

**Section 1. Budget.** 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 of administration for the following year which may be required for the proper operation of the Association, enforcement of the Restrictions and the operation, management, maintenance repair and/or replacement of the common areas, including a reasonable allowance for contingencies and reserves. 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 development within its jurisdiction, or in the event of emergencies, a majority vote by the association members to levy such additional assessment or assessments as deemed necessary will occur.

**Section 2. Assessments.** Annual maintenance assessments and special assessments for acquisitions and capital improvements shall be levied strictly in accordance with the provisions relative thereto as set for in the Declarations.

**Section 3. Apportionment of Assessments.** All assessments levied against the Members to cover expenses of administration shall be equally apportioned amongst the Members, and shall be due and payable on April 1<sup>st</sup> in each year and shall be paid annually in advance. Amount of assessment shall be established and may be adjusted from year to year by the Association as the needs of the property may in their judgment require, but in no event shall such charge exceed \$250.00 per lot except said maximum charge may be increased at any Annual meeting or special meeting called for such purpose by a vote of not less than 51% of the members of the Association, which members may vote in person or by proxy upon said question; provided further that notice of the proposed increase shall have been given to the members with the notice of the meeting as required by the By-Laws of the Association. Approval and consent of such additional assessment shall thereafter be binding upon all of the members and one such share shall be assessed against the Owner of each such lot, provided however, that in the event any person or entity owns a residence situated on two Lots, they shall only be liable for one annual maintenance assessment. Assessments shall be due and payable commencing with acceptance of a deed to, or a land contract vendee's interest in, a Lot, or with the acquisition of fee simple title to a Lot by any other means. In the event that an Owner sells his Lot or in the event of a mortgagee foreclosure on a Lot, the Owner's assessment for that year shall be prorated from the date of the new Owner's acquisition of title, and the prorated assessment to the end of that calendar year shall be paid in advance by the new Owner simultaneously with the consummation of the acquisition as part of the purchase price at closing.

**Section 4. Penalty for Default.** The payment of the 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. Assessments in default shall bear simple annual interest from their due date at the rate of seven percent (7%). Additionally a late fee of \$50 will be added to the assessment as of May 1<sup>st</sup> of the year in which an assessment is in default. Each Member shall be, and remain, personally liable for the payment of all assessments pertinent to his or her lot which may be levied while such Member is the owner thereof. All payments shall be applied first against any outstanding administrative fees, late fees, interest and costs of collection and thereafter against assessments in order of greatest delinquency.

**Section 5. Waiver of Use or Abandonment of Lot.** No Member may exempt himself or herself from liability for any assessment, fee or charge by waiver of the use or enjoyment of any common area or areas, or by abandonment of his or her lot.

**Section 6. Enforcement.** If any assessment is not paid by May 1<sup>st</sup> in the year in which it becomes due, the Treasurer shall notify the delinquent Member of such delinquency. At this time a late fee of \$50 will be added to the assessment. If such assessment is not duly paid on or before June 15<sup>th</sup> in the year in which it became due, the Treasurer of the Association may cause a lien for the delinquent assessment to be recorded in the office of the Register of Deeds for Oakland County, Michigan, against the lot 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 lot, 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 action for foreclosure a receiver may be appointed to

collect reasonable rental for the residence on the lot from the Owner thereof or any persons claiming under him or her. The expenses incurred in collecting unpaid assessments including interest, late charges, costs and attorneys' fees and advances for taxes or other liens paid by the Association to protest its lien, shall be chargeable to the Member in default, and shall be secured by the lien on his or her lot. A Member in default shall not be entitled to vote at any meeting of the Association so long as such default continues and shall not be eligible to serve on the Board of Directors.

## **ARTICLE XI**

### **INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him or her in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, administrative, or investigative and whether formal or informal, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a Director or Officer of the Association, whether he or she is a Director or Officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Office seeking such reimbursement or indemnification herein shall apply only if the Board of Directors of the Association (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to not exclusive of all other rights to which such Director or Officer may be entitled. Further, the Association is authorized to carry officers' and directors' liability insurance covering acts of the Officers and Directors of the Association in such amounts as it shall deem appropriate.

## **ARTICLE XII**

### **SEVERABILITY**

In the event that any of the terms, provisions or covenants of these Bylaws 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.

## **ARTICLE XIII**

### **COMPLIANCE**

These Bylaws are set forth to comply with the requirements of Michigan law, including but not limited to, the Michigan Nonprofit Corporations Act as amended from time to time and with the duly recorded Restrictions. In case any of these Bylaws conflict with the provisions of said statutes or with the provisions of said Restrictions, the provisions of those documents shall be controlling over these Bylaws.