

WOODBRIAGE LAKE HOMEOWNERS ASSOCIATION

ASSOCIATION BY-LAWS

ARTICLE I

Section 1. The word "Developer" as used herein means Woodbridge Lake Properties, Inc., a Michigan corporation, its successors and assigns. Developer may assign all or a portion of the rights of the Developer under these Bylaws and such assignee shall be considered herein as the Developer as to such assigned rights.

Section 2. The word "Association" as used herein means Woodbridge Lake Homeowners Association, a Michigan non-profit corporation.

Section 3. The word "Subdivision" for the purposes of these By-Laws means Woodbridge Lake Estates Subdivision No. 1, in Commerce Township, Michigan, Plat recorded in Liber 226, pages 19-21, Oakland County Records, and Parcels D and E referred to herein, and which Subdivision may be enlarged as provided herein.

Section 4. The word "lot" as used herein means one of Lots 1 through 5, inclusive, and 7 through 13, inclusive, and also each of the three home building sites on Lot 6 (being Parcels A and B and the remainder of Lot 6) and also each of Parcels D and E on Forest Crest Drive, all as shown in general on Exhibit A attached, which is a drawing of the Subdivision and subject to change by the Developer.

Section 5. The word "Parks" as used herein means Forest Crest Park, Woodbridge Park (whether it be called Woodbridge Park or broken up into two parks called East Woodbridge Park and West Woodbridge Park or otherwise) and Sutton Park, as shown on the Preliminary Plat attached as Exhibit A, when and as each or any part thereof is conveyed to the Association by the Developer and also means any other real property acquired by the Association, including without limitation all or any portion of Woodbridge Lake or all or any portion of any lands upon which a community septic system is located. The word "Parks" also includes any personal or mixed property owned by the Association in or adjacent to said Parks and also any other real property or easements or licenses acquired by the Association including any personal or mixed property thereon.

Section 6. The words "Woodbridge Lake" as used herein mean Woodbridge Lake in the southeast 1/4 of Section 15 of Commerce Township including all its bodies of water and watercourses south of Watuga Road.

ARTICLE II

Meetings

Section 1. Meetings of the Association shall be held at principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors.

Section 2. The first annual meeting of the members of the Association shall be held in the second week of December, 1994. The time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each member. Thereafter, the annual meeting of the members of the Association shall be held in the second week of December of each succeeding year at a time and place as shall be determined by the Board of Directors. At such meeting, there shall be elected by ballot of the members a Board of Directors in

accordance with the requirements of Section I of Article III of these By-Laws. The members may also transact at such meeting such other business of the Association as may properly come before them.

Section 3. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the members presented to the President or Secretary of the Association. The President may also on his or her own volition call a special meeting of the members. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each member of record on the Association books at least ten (10) days, but not more than thirty (30) days, prior to such meeting. The mailing, postage prepaid, of a notice (i) to the representative of each member or (ii) to any one or more of the members where there is more than one owner of the lot or (iii) merely addressed to the occupant if there is a home on the lot, and in each case notice mailed either to the address shown on the records of the Association, or to the address of the lot if there is a home on the lot, shall be deemed notice served, except that any notice to Developer shall be sent certified mail, return receipt requested, postage prepaid to Developer's office address unless such form of notice is waived by Developer. Any member or Developer may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, shall be deemed due notice.

Section 5. If any meeting of members, including annual meetings, cannot be held because a quorum is not in attendance, the members who are present may adjourn the meeting to a place and time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. The owners of each lot in the Subdivision shall file their name(s) and address(es) and evidence of ownership with the Secretary of the Association for the Association Records, and the successive owners of such lot shall also so file their name(s) and address(es) and evidence of ownership upon acquiring ownership of such lot. In the absence of such filing, the Secretary shall be entitled to elect to use whatever other evidence of name(s) and/or address(es) the Secretary or the President of the Association deem desirable, including use of the name "occupant".

ARTICLE III

Membership and Voting

Section 1. Each Owner of a lot in the Subdivision, including each owner of Parcels A and B which are a part of Lot 6 and the owner of the balance of Lot 6 and each owner of Parcels D and E, shall be a member of the Association. Membership in the Association shall be Mandatory for each lot owner and any successive lot owner in the Subdivision. Also, each or any owner of a lot or homesite on proposed Lots 14 through 57 on future phases of the Woodbridge Lake Estates Subdivisions, and as such Lots or homesites may be increased or reduced in number or otherwise modified, may be admitted to membership in the Association at the election, now or in the future, by the Developer by notice from the Developer to the Association of the fact of such admittance, and for the purposes of these By-Laws such owner so admitted to membership shall be considered herein as a lot owner in the Subdivision and such lot or homesite shall be considered as a lot in the Subdivision and the Subdivision shall be considered enlarged so as to include such lot or homesite. Once so admitted

to membership, further membership of such lot owner of such lot or homesite and of any successive lot owner of such lot or homesite shall be Mandatory. Membership may also be expanded pursuant to any mergers or consolidations with other non-profit corporations organized for the same or similar purposes.

Where there is more than one owner of a lot, the membership for such lot shall be joint and several among all the co-owners of the lot, and the co-owners of such lot shall be collectively deemed herein as being only one member and counted as only one member, even though all co-owners of such lot shall be jointly and severally personally liable for all Mandatory Assessments against such lot. Accordingly, each lot in the Subdivision shall be entitled to only one collective membership and each lot shall be entitled to only one vote. Where a person or party owns more than one lot, such person or party shall have a separate membership for each such lot and a separate vote for each lot.

Where a lot is owned by two or more parties, the Officer conducting the meeting shall have the authority in his or her discretion to select any of the owners of the lot to cast the vote for such lot on the particular matter being voted upon, in the absence of a writing signed by all the co-owners of the lot designating one of the co-owners of the lot as having the right or authority to cast the vote for such lot and filed with the Secretary of the Association or the Officer conducting the meeting prior to the time of the vote. Said co-owners shall have the right to designate a different co-owner from time to time if they desire, but the new designation must be filed as aforesaid in order to be effective.

Section 2. Membership in the Association shall be established by acquisition of fee simple title to a lot in the Subdivision and by recording with the Register of Deeds for Oakland County, Michigan a deed or other instrument establishing or evidencing such change of record title to such lot, the lot owner thereby becoming a member of the Association and the membership attendant to such lot of the prior owner thereby being terminated; except that in the event of a sale of a lot on Land Contract, the parties thereto may agree therein that membership attendant to the lot sold therein shall pass to the Land Contract purchaser unless and until title to the lot might become revested in the Land Contract seller, provided evidence of such Land Contract and passage of membership to such lot is recorded with the Register of Deeds for Oakland County, Michigan and evidence of same satisfactory to the Association is furnished to the Association.

Section 3. The share of a member in the funds and assets of the Association or other rights of membership cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the lot.

Section 4. Unless waived by the Officer conducting the meeting, no member, other than the Developer, shall be entitled to vote at any meeting of the Association unless such member has presented evidence of ownership of a lot or has previously filed such evidence in accordance with Section 6 of Article II above.

Section 5. The presence in person or by written proxy of members representing twenty (20%) percent of the total number of lots shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by these By-Laws, if any, to require a greater quorum. In cases where voting is contemplated, the written vote of the member furnished at or prior to any duly called meeting at which meeting said party is not present in person shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 6. Votes may be cast in person and it shall also be permissible to vote by a writing duly signed by the member who is not present at a given meeting in person. Any written votes

must be filed with the Secretary of the Association or the officer conducting the meeting at or before the time of the voting. Also, voting by written proxy shall be permitted. Cumulative voting shall not be permitted.

ARTICLE IV

Board of Directors

Section 1. The affairs of the Association shall be governed by a Board of Directors, all of whom must be Subdivision lot owners or officers, partners, trustees or employees of corporate or partnership or limited liability company lot owners, except for members of the Board of Directors who are appointed by the Developer. Anything in these By-Laws to the contrary notwithstanding, the Developer shall have the right to elect each of the Directors of the Association until such time as eighty (80%) percent of the lots in the Subdivision (and which number of lots may be enlarged as the number of lots in the Subdivision may be enlarged from time to time by the admittance of new members as provided in Section 1, of Article III above) shall have been sold and delivered to homeowners occupying houses built thereon. Directors shall serve without compensation. Any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 2. The Board of Directors shall be initially composed of one person. The number of the members of the Board of Directors shall be increased to three (3) persons such time as fifty (50%) of the lots in the Subdivision have houses built thereon and shall have been sold and delivered to homeowners occupying the houses built thereon for residential occupancy, or earlier in the discretion of the Developer. The Board of Directors shall manage the affairs of the Association. A director shall hold office until its successor has been elected or appointed, or until its resignation or removal.

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

Section 4. In addition to the foregoing rights and powers imposed by these By-Laws, or any further duties which may be imposed by resolution of the members of the Association but subject to the consent of the Developer so long as the Developer holds a record title interest in any lot either in fee or as land contract seller or as mortgagee, the Board of Directors shall specifically have the following rights and powers:

- (a) To manage and administer the affairs of and maintenance of the Association and the property (real, personal and otherwise) owned by the Woodbridge Lake Homeowners Association.
- (b) To collect Mandatory, Boat Dock Club and Voluntary and Community Septic System Assessments from the members of the Association and to use the proceeds thereof for the respective purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Association.
- (f) To acquire, maintain, improve, buy, sell, convey, assign and grant easements, rights-of-way, licenses and mortgages or leases relating to any real, personal or mixed property on behalf

of the Association in furtherance of any of the purposes of the Association, or in furtherance of the purposes of Developer until such time as eighty (80%) percent of the lots in the Subdivision (and which number of lots may be enlarged as the number of lots in the Subdivision may be enlarged from time to time by the admittance of new members as provided in Section 1 of Article III above) shall have been sold and delivered to homeowners occupying homes built thereon.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall be approved by affirmative vote of members representing seventy-five (75%) percent of the lots in the Subdivision.

(h) To enforce the provisions of these By-Laws and the Restrictions recorded for the Subdivision.

(i) To suspend the voting rights and/or the right to the use of the Parks owned by the Woodbridge Lake Homeowners Association of a member during any period during which such member shall be in default in the payment of any Mandatory assessment levied by the Association and, where applicable, default in the payment of any Boat Dock Club Assessment or default in any Community Septic System Assessment levied by the Association. Such right may also be suspended for a period not to exceed sixty (60) days for infraction of Rules and Regulations adopted by the Board of Directors.

(j) To adopt Rules and/or Regulations governing the activities of the Association and its members, including but not limited to the use of Woodbridge Lake, docks, boat slip docks, boat launches and any property, including easements and licenses, owned by the Association.

Section 5. The use of the Parks is limited to members of the Association and their families, guests and tenants. The Board of Directors may adopt Rules and Regulations respecting the use and enjoyment of the Parks owned by the Woodbridge Lake Homeowners Association and for the personal conduct in the Parks and on Woodbridge Lake (whether or not Woodbridge Lake is owned at the time by the Association) by the members, and their families, guests, and tenants, if any, and the personal conduct in the Subdivision generally of the members and their families, guests, and tenants, if any, all in connection with their use and enjoyment of the Parks and Woodbridge Lake and to establish penalties for the infraction thereof, and such other Rules and Regulations as are desirable in the opinion of the Board of Directors for proper maintenance and control of the Parks and Woodbridge Lake.

Section 6. After the duration of time when the prior rights of the Developer to elect all Directors is no longer applicable, as set forth in Section 1 of Article IV above, vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of remaining Directors, even though they may constitute less than a quorum.

Section 7. Each person elected as a Director of the Association shall be a Director until a successor is (i) elected by the Developer so long as the Developer still has the right to elect all Directors pursuant to Section 1 of Article IV above, or (ii) elected at the next annual meeting of the Association or (iii) otherwise elected by the remaining Directors, or (iv) elected at a special meeting of the Association called for this purpose, except that a resignation or removal of a Director shall take immediate effect and the person shall no longer be a Director after his or her resignation or removal.

Section 8. The first meeting of a newly elected Board of Directors shall be held immediately after the meeting at which such Directors were elected or within ten (10) days of election at such

place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no formal notice of such first meeting shall be necessary to the newly elected Directors in order legally to constitute such meeting providing some form of notice is given to each Director and providing a majority of the whole Board shall be present.

Section 9. 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 one such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 10. Special meetings of the Board of Directors may be called by the President on at least three (3) days' prior notice to each Director, given personally, or by mail, telephone or telegraph, 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 upon written request of any two Directors.

Section 11. Before, at, or after 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 except for his or her presence for the sole expressed purpose of protesting notice. If all the Directors are present at any meeting of the Board, no prior notice shall be required and any business may be transacted at such meeting not otherwise prohibited by these By-Laws.

Section 12. At all duly held 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 upon giving three (3) days notice of the adjourned meeting in the manner set forth in Section 9 above unless all Directors concur to an earlier meeting. 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 later joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof or in the action thereof shall constitute the prior presence of such Director for the purposes of determining a quorum and shall constitute the affirmance of such Director as the action taken to the extent the Director so indicates its concurrence, and concurrence to the minutes thereof is deemed concurrence with all actions taken by the Board of Directors at such meeting.

Section 13. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration of the Association and paid for by the Association.

Section 14. The meetings of the Board of Directors may be had by telephone or any other means of communication as well as meetings in person.

ARTICLE V

Officers

Section 1. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer, all of whom shall serve without compensation if they are members of the Board of

Directors and otherwise may be reasonably compensated at the discretion 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.

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

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

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

Section 5. The Vice President shall take the place of the President and perform his or 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 or officer of the Association to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

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

Section 7. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also within a reasonable time respond in writing on behalf of the Association to written requests to the Association as to whether there are unpaid Mandatory Assessments against any particular lot according to the books of the Association, and the amount thereof, and if the Treasurer is absent or unable to act, any officer of the Association may give such written response.

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

ARTICLE VI

Seal

Section 1. The Association may, but is not required to, have a seal which shall have inscribed thereon the name of the corporation, the words "corporate seal" and "Michigan".

ARTICLE VII

Finance

Section 1. The fiscal year of the Association shall be from January 1 to December 31.

Section 2. The funds of the Association shall be deposited in such banks or savings and loan associations (herein "bank accounts") as may be designated by the Directors and shall be withdrawn only upon the check or other draft of such Officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The Association may keep the same bank accounts for Mandatory Assessments, for Boat Dock Club Assessments, for Community Septic Systems Assessments and for Voluntary Assessments but shall keep separate records for each type of assessment, so that receipts and expenses of the three different Assessments will not be mixed together on the Association records.

Section 3. The Association shall keep detailed books of account pertaining to the financial administration of the Association in accordance with reasonable accounting principles. Such accounts shall be open for inspection by the members at reasonable intervals and during reasonable working hours and shall be audited annually by an auditor selected by the Board of Directors and which auditor does not have to be an accountant. The cost of such audit, if any, shall be an expense of administration of the Association.

Section 4. There shall be four types of Association Assessments. One shall be Mandatory Assessments against the lot and the member owners of such lot are obligated to pay same. Another shall be Boat Dock Club Assessments against those lots to which boat docking privileges have been assigned by the Association and the owners of such lots are obligated to pay same. The third shall apply to those lots in the future phase of the Subdivision on the west side of Woodbridge Lake which are to be served by a community septic system and shall be Community Septic System Assessments. The fourth shall be Voluntary Assessments against the lot and the member owners of such lot may elect not to pay same, although the members are hereby encouraged to pay same for the benefit of themselves, their neighbors, the Association and the Subdivision. Anything contained herein to the contrary notwithstanding, lots still owned by the Developer shall be exempt from any and all Assessments until the time such lots are sold by the Developer either by land contract or by deed and at the time of such sale of a lot any current annual Assessments for such lot that would have been imposed if it had not been owned by the Developer, shall be pro-rated on a calendar year basis and imposed for the balance of the year.

a. Mandatory Assessments. Mandatory Assessments shall not exceed \$200.00 per lot for any given calendar year without a vote of the members representing 75% of those lots where homes have been built thereon and are being occupied as actual residences and at a special meeting called for that purpose or at an annual meeting where that purpose has been stated in the notice of the annual meeting. Mandatory Assessments shall not exceed \$100.00 per lot for any given calendar year without the consent of the Developer so long as the Developer owns a record title interest in any lot in the Subdivision, either in fee, or as land contract seller or as mortgagee. The only Mandatory assessment for 1993 shall be for street snow removal for the 1993-1994 season if contracted for by the Association and assessed in such amount as determined by the Board of Directors, and otherwise Mandatory Assessments shall not commence prior to the calendar year starting January 1, 1994. Late charges as a handling fee (in addition to interest) not to exceed \$50.00 per assessment may be established by the Board of Directors on any Mandatory Assessments which are more than thirty (30) days delinquent in payment but may be waived by the Board of Directors in its discretion for any given lot. Mandatory Assessments may be used to provide for (and the following shall be broadly

interpreted) the (i) improvement of, (ii) payment of taxes, insurance, electricity, water and other utility charges, if any, for, (iii) landscaping of, (iv) repair, replacement, maintenance, and management of, and (v) payment of all expenses in connection with, the following:

- (1) The Parks and all other property owned by the Association and all present and future improvements located thereon, and Woodbridge Lake whether or not owned by the Association (except that Parcel A as shown on Exhibit B attached shall be exempt from this assessment except as it relates to Woodbridge Lake), and
- (2) Installing, maintaining, repairing, and replacing boat launch facilities and appurtenances thereto, including without limitation a walking dock or docks adjacent to the boat ramp and temporary parking areas as may be provided in connection therewith, and
- (3) Cleaning, maintaining, dredging, weed eradication and other lake and adjacent to lake activities to help Woodbridge Lake be navigable or attractive and its shoreline attractive, and
- (4) The property located in the right of ways at or near the entryways to the Subdivision and any signs, fixtures, landscaping and now or hereafter located thereon, and cul-de-sac islands within the Subdivision, if and to the extent as the Association shall determine (said Parcel A shall be exempt from this portion of the assessment), and
- (5) The streets in the Subdivision, specifically including but without limitation contracting for early snow removal (said Parcel A shall be exempt from this portion of the assessment), and
- (6) The drainage easements referred to in the Deed of Easement and Agreement for Maintenance Thereof with the Township recorded in Liber 13896, page 597, et. seq., Oakland County Records, and created by the Developer or the Association in the discretion of either of them, or pursuant to any future Deeds of Easement and Agreements for Maintenance Thereof with the Township, or other drainage easements or maintenance agreements with any governmental agency and including, without limitation, any storm sewer and drainage lines and facilities or appurtenances and drainage passage ways thereon of any nature whatsoever and whether or not the property subject to the easement is located within the Subdivision or on lands adjacent to, or near to in the discretion of the Developer, the Subdivision.

Mandatory Assessments may also be used to fund activities for the enforcement of the instruments recorded or to be recorded for the Subdivision referred to below and may also be used to collect and enforce payment by any lawful means of all charges or Mandatory Assessments against members pursuant to, or to carry out, or to enforce these By-Laws, the Articles of Incorporation of the Association and the Additional Building and Restrictions recorded for the Subdivision in Liber 13986, page 603, et. seq., Oakland County Records and the Deed of Easement and Agreement for Maintenance Thereof with the Township recorded in Liber 13986, page 597, et. seq., Oakland County Records, Fertilizer Restrictions recorded in Liber 13986, page 609, et. seq., Oakland County Records, and any similar or similarly titled Additional Building and Use Restrictions or Deed of Easement and Agreement for Maintenance Thereof or Fertilizer Restrictions that may be recorded in the future for the Subdivision, and as any of said instruments recorded or to be recorded may be thereafter amended, and may also be used to pay all administrative expenses, including without

limitation all office and other expenses incident to the conduct of the business of the Association, and including without limitation all licenses, taxes or governmental charges levied or imposed against the property of the Association. The Association shall have a lien against any lot to secure payment of Mandatory Assessments including any interest accrued thereon and all charges related thereto.

b. Boat Dock Club Assessments. Boat Dock Club Assessments may be levied against to those lots, if any, to which boat slip docking spaces have been assigned by the Association and shall be paid by the respective owners of each of such lots regardless of whether they own a boat or use the boat slip. These Assessments under this Subsection b. shall apply pro-rata (or individually if in the discretion of the Board of Directors an assessment should be applicable to an individual lot or group of lots) to each of these lots to pay for and/or reimburse the Association for the cost of items connected with or related to boating and access thereto, including without limitation (and the following shall be broadly interpreted) the (i) purchasing, maintaining, storing, repairing, replacing and seasonally installing and removing docks and boat slips, (ii) installing, maintaining, repairing and replacing walkways, footpaths, footbridges, docks and other means of access to the boat slip docks, and (iii) enforcement of payment by any lawful means of all charges or Boat Dock Club Assessments pursuant to, or to carry out, or to enforce the provisions of these By-Laws relating to Boat Dock Club Assessments.

It is the intent that the Board of Directors, in its discretion, may adapt Rules and/or Regulations, including without limitation, to provide that:

(1) the boat slip docks, except those docks adjacent to lakefront lots, are to be paid for by or on behalf of the lot owner of the lot to which they are assigned, and the boat slip docks shall be purchased through the Association and owned by the Association, with joint usage boat slip docks having their costs shared by the owners of the lots assigned to such boat slip docks, and on such terms and conditions as determined by the Board, and

(2) the privileges and right to use the boat slip docks and any property, including easements, owned by the Association may be suspended in any manner as determined by the Board for any member whose Boat Dock Club Assessments are delinquent or who violates the Rules and/or Regulations adopted by the Board of Directors.

Anything in this Subsection b. of this Section 4 to the contrary notwithstanding, any items in the categories described in this Subsection b. for which a Boat Dock Club Assessment is levied against a lot shall not be included in or made part of a Mandatory Assessment against a lot under Subsection a. above of this Section 4, so as to avoid a double payment.

The Association shall have a lien against any lot to secure payment of Boat Dock Club Assessments including any interest accrued thereon, and all charges related thereto.

c. Community Septic System Assessment. It is expected that Seventeen (17) lots in a future phase or phases of the Woodbridge Lake Estates Subdivision (and which number of lots may be increased or decreased depending upon future determinations such as the final plat of that phase or phases and the extent of the properties involved) will be served by a Community Septic System. The Developer has entered or may enter into an Agreement or make other arrangements with The Charter Township of Commerce and its agents to operate, maintain and replace the Community Septic System without cost to the Township and at the expense of the benefitted lot owners or at the expense of the Woodbridge Lake Homeowners Association on behalf of the benefitted lot owners. Under the

agreement The Charter Township of Commerce will be given a lien on benefitted lots to secure payment of delinquent charges related to the operation, maintenance and replacement of the Community Septic System and the collection thereof and for other costs or charges related thereto, all as may be established from time to time by the Township or the Association. The Association shall also have a lien against any lot to secure payment of Community Septic System Assessments including any interest accrued thereon, and all charges related thereto. The phrase "benefitted lots" herein means those lots served by the Community Septic System. The Developer reserves the right in its discretion at any time in the future to convey to the Association title to or an easement to, or a license to, all or any portion of the lot or lots upon which the Community Septic System will be located and upon such terms and conditions as the Developer determines, including without limitation the right of reverter of title to the Developer or its assigns or the extinguishment of the easement or license at such time as the use of the Community Septic System is discontinued or is no longer required by the governmental agency involved to provide sanitary sewerage service to the benefitted lots.

d. Voluntary Assessments. Voluntary Assessments may be levied by the Association in any amount but shall not be an obligation against a member or its lot and is in the nature of a Voluntary contribution to be made or not made at the discretion of each member, and which Assessments may be used to fund any of the above purposes in this Section 4 and other purposes of the Association for items not contained in this Section 4.

Section 5. Each year prior to December 31st the Board of Directors may levy an annual Mandatory Assessments for the coming calendar year and may levy additional Mandatory Assessments from time to time during the year as needed, except that the total cumulative Mandatory Assessments levied for any calendar year cannot exceed the maximum permitted under these by-laws and any levy in excess of such restriction shall be deemed a levy only at the level of the maximum permitted under these By-Laws. The existing year's cumulative Mandatory assessment(s) shall be the following year's initial Mandatory assessment in the event the Board of Directors does not levy an annual Mandatory assessment by December 31st, except that such automatic renewal shall be limited to a maximum of no higher than \$200.00 for any given year absent a vote of the members authorizing a higher amount pursuant to the provisions of Section 4a of this Article VII nor higher than \$100.00 for any given year absent the specific renewed approval of the Developer as provided in Section 4a of this Article VII. The Board of Directors may also levy Boat Dock Club Assessments from time to time during the year, subject to the approval of the Developer so long as the Developer owns a record title interest in any lot subject to the Boat Dock Club Assessment, either in fee or as land contract seller or as mortgagee, and thereafter subject to the approval of the members representing at least 51% of the lots subject to the Boat Dock Club Assessment. The Board of Directors may also levy Community Septic System Assessments from time to time during the year for purposes of maintenance, replacement or repair, or to conform or comply with any agreements with, or regulations of, the Charter Township of Commerce or any other governmental agency. The Board of Directors may also levy Voluntary Assessments from time to time during the year.

Section 6. All Assessments shall be due within thirty (30) days after the date they are levied and notice thereof is mailed to the member. Interest at the rate of seven (7%) per annum shall accrue on unpaid Mandatory Assessments and upon unpaid Boat Dock Club Assessments and upon unpaid Community Septic System Assessments from the date due, and at any higher rate pre-judgment interest rate established by law upon the filing of court action to collect same. The Association may enforce collection of delinquent Assessments including interest thereon by a suit at law for a money judgment without foreclosing or waiving the lien, or by foreclosure, or by any other legal method, or by any combination thereof to the extent permitted by law, including without

limitation that an action for money damages and foreclosure may be combined in one action. The election of one remedy shall not bar the election of another remedy. Each lot owner and every other person who from time to time has any interest in the lot shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement with power of sale, and without notice of hearing thereon except for such notice as required by statute or court rule and except for such notice as provided below in subparagraphs a, b, and c of this Section. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement with power of sale, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternate procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. To the extent permitted by law the Association has the right to elect one method and thereafter decide instead to elect the other method.

The Association may bid in at the foreclosure sale and acquire, hold, lease, mortgage and/or convey the lot and all improvements thereon. The expenses incurred in collecting or attempting to collect unpaid Mandatory Assessments and/or unpaid Boat Dock Club Assessments and/or unpaid Community Septic System Assessments, including interest, costs, actual reasonable attorneys fees (not limited to statutory attorneys fees) and advances for taxes or other liens paid by the Association to protect its lien, plus any late charges, shall be chargeable to the lot owner in default and shall be secured by the lien on the lot. Notwithstanding any other provisions of these By-Laws, if the holder of any first mortgage of record of a lot obtains title to the lot as a result of foreclosure of the first mortgage or by Deed (or assignment or other arrangement) in lieu of foreclosure, or any purchaser at a foreclosure sale obtains title to the lot except for the delinquent lot owner, such mortgagee or such purchaser at a foreclosure sale, their successors and assigns, is not personally liable for said Mandatory Assessments or Boat Dock Club Assessments or Community Septic System Assessments and expenses and late charges recited above (including without limitation expenses incurred in attempting to collect same) which became due prior to the acquisition of title and possession of the lot by such mortgagee or person (and prior to the expiration of the statutory period of redemption from such foreclosure if applicable), and shall take the lot free of any claims or liens for said Assessments, expenses and charges. Said unpaid Assessments, and said above expenses and charges connected therewith, are thereafter deemed to be common expenses spread over and collectable pro rata from members of the Association, (including said holders of first mortgages or purchasers at a foreclosure sale when they become lot owners, their successors and assigns), in proportion to the origin of the Assessments, i.e. Mandatory Assessments, and such of said above expenses and charges connected therewith, shall be spread over members subject to Mandatory Assessments; Boat Dock Club Assessments, and such of said above expenses and charges connected therewith, shall be spread over members subject to Boat Dock Club Assessments; and Community Septic System Assessments, and such of said above expenses and charges connected therewith, shall be spread over members subject to Community Septic System Assessments. However, the personal liability of the prior delinquent lot owner is not extinguished. The Association may not commence proceedings to foreclose its lien without recording and serving notice of intent to foreclose the lien in the following manner:

a. The notice of intent to foreclose the lien shall set forth the legal description of the lot to which the lien attaches, the name of the owner of record thereof, the amount of Mandatory Assessments and/or Boat Dock Club Assessments and/or Community Septic System Assessments due the Association as of the date of the notice, exclusive of interest, late charges, expenses, attorneys' fees and future Mandatory and/or Boat Dock Club Assessments and/or Community Septic System Assessments.

b. The notice of intent to foreclose the lien shall be in recordable form, executed by an officer of the Association or authorized representative or attorney of the Association, and may contain such other information as the Association deems appropriate.

c. The notice of intent to foreclose the lien shall be recorded in the office of the Register of Deeds for Oakland County, Michigan, and a copy of the notice, before or after the recording thereof, shall be served upon the delinquent lot owner, and a copy of the notice, before or after the recording thereof, shall be served upon a first mortgagee on record with the Oakland County Register of Deeds if any, by first class or certified mail, postage prepaid, addressed to the last address known by the Secretary of the Association of the lot owner, and of first mortgagee if applicable, at least ten (10) days in advance of the commencement of the foreclosure proceedings.

ARTICLE VIII

Assignment of Boat Slip Dock Spaces

In the event boat slip docks are permitted on Woodbridge Lake by the applicable governmental agencies for lots located off the lake, the Developer shall have the absolute right to assign such boat slip dock spaces on behalf of the Association and in the name of the Association, until such time as Developer assigns in writing this right to the Association. All assignments of boat slip dock spaces by Developer shall be binding upon the Association. A boat slip dock space assigned to a particular lot shall be for the benefit of such lot, and the owner of the lot from time to time, and shall be permanently assigned to such lot and shall run with the ownership of the lot unless the owner of the lot, by notice in writing executed in recordable form and delivered to the President of the Association, relinquishes the boat slip dock space for such lot, and in which event the boat slip dock space can be re-assigned to another lot on such conditions as may be imposed by Developer, or by the Association if by that time Developer has transferred the right of assigning boat slip dock spaces to the Association; and the owner of the lot relinquishing the boat slip dock space, and such respective lot itself, shall not be liable for Boat Dock Club Assessments levied after the date of delivery of such notice. The President, who receives such notice shall forward a copy of same to the Secretary of the Association for insertion in the Association records and shall forward the original of same to the County Register of Deeds for recording, and said President shall also notify the other Directors of the relinquishment.

ARTICLE IX

Reimbursement of Developer

The Association shall reimburse Developer for all funds previously expended or to be expended by Developer or loans or advances previously made or to be made to the Association by Developer or advances by Developer to others on behalf of the Association for (i) the purposes of improvements upon, or work related to, the Parks and Woodbridge Lake, and including, without limitation, the costs of installation of footbridges and footpaths, (collectively herein referred to as Park Improvements) and (ii) for any other purpose of the Association. The Association may sell, rent, lease or mortgage or otherwise in any manner dispose of any of its property, be it real property, personal property or mixed property (collectively herein referred to as the "Disposition of Assets"), for the purposes of reimbursing Developer.

It is understood and acknowledged that Developer is controlled by Edward Barry Stulberg, its President, and that Woodbridge Lake Homeowners Association is presently controlled, and may be controlled in the future at the time of the Disposition of Assets,

by Developer and Developer shall have, and hereby has, the authority in its sole discretion to act on behalf of the Association and execute instruments on behalf of the Association in the Disposition of Assets now and in the future and even beyond the time Developer controls the Association in order to obtain reimbursement to Developer for Park Improvements and loans or advances to the Association and advances to others on behalf of the Association (hereinafter referred as "Reimbursable Matters"), and Developer can make a Disposition of Assets of the Association on such terms and conditions as it in its sole discretion elects for reimbursement to Developer and any proceeds of any such Disposition of Assets in excess of the amount reimbursable to Developer shall be held by the Association to pay future reimbursements to Developer, and at such time as Developer has stated in writing there will be no further reimbursements due Developer or has stated a potential future maximum amount of reimbursements due Developer, such excess may be retained and used by the Association for Association purposes.

ARTICLE X

Indemnification of Officers and Directors

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding 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 an Officer of the Association, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. The Association may purchase insurance to protect Officers, Directors and employees from liability for their actions or inactions as Officers, Directors and employees, and the cost of which insurance shall be an expense of administration of the Association.

ARTICLE XI

Amendments

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

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

Section 3. These By-Laws may be amended by the members of the Association at any regular annual meeting, or a special meeting called for such purpose, by an affirmative vote of a majority of all of the members of the Association, except (i) that these By-Laws cannot be amended without the written consent of the Developer so long as the Developer owns a record title interest in any lot, either in fee or as land contract seller or as mortgagee or otherwise, and further (ii) that Article VIII herein cannot be amended at any time without the written consent of the Developer until and unless the Developer in writing relinquishes to the Association the rights of the Developer set forth in Article VIII, and even then the assignment of boat slip dock space by the Developer shall be binding upon the Association unless a modification of such assignment is expressly consented to in writing by the Developer and by the owner of the lot to which the

boat slip dock space was assigned, and further (iii) that Article III and Article IX herein cannot be amended without the written consent of the Developer, and further (iv) that the exemptions provided to Parcel A in Section 4a of Article VII shall not be amended without the written consent of the owner of Parcel A, and further (v) that Section 4 of this Article XI shall not be amended without the written consent of the Developer.

Section 4. Anything in these By-Laws to the contrary notwithstanding, these By-Laws may be amended solely by the Developer in its discretion and without prior notice to, or a vote of, the members of the Association for any purpose relating to or connected in any way with any Charter Township of Commerce's or any other governmental agency's regulations or agreements with the Association with respect to the Community Septic System, including without limitation the installation, maintenance, repair or replacement of same and methods of collecting, paying or creating obligations for same.

Section 5. A copy of each amendment to the By-Laws shall be mailed or delivered to every member of the Association after adoption at the latest address of the member on the Association's address list or at the address of the member's lot.

ARTICLE XII

Severability

Section 1. In the event that any of the terms or provisions of these By-Laws are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify or impair in any manner whatsoever any of the other terms or provisions or of the remaining portions of any terms or provisions exclusive of those portions held to be partially or wholly invalid or unenforceable.

Dated: October 4, 1993

WOODBIDGE LAKE HOMEOWNERS ASSOCIATION

AMENDMENT TO BYLAWS

WHEREAS an affirmative vote of the majority of all members of the Association having been rendered, the Bylaws of the Woodbridge Lake Homeowners Association are hereby amended as follows:

ARTICLE II, Section 1: The annual meeting of the members of the Association shall be held in the first week of November commencing in year 2002 and each succeeding year thereafter at a time and place as shall be determined by the Board of Directors. The effective date for Officer terms shall run concurrent with the date of each annual meeting.

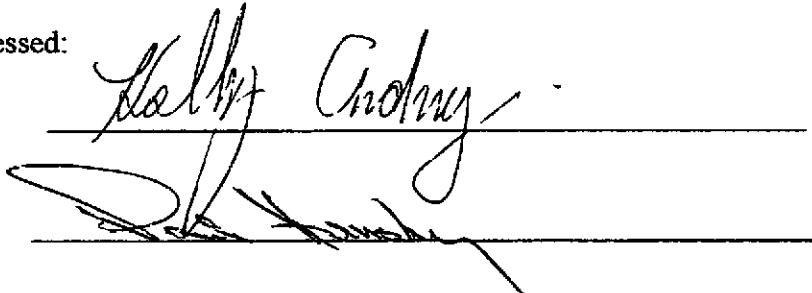
Dated: SEPTEMBER 27, 2002

Director/ President:



Richard Allanson

Witnessed:

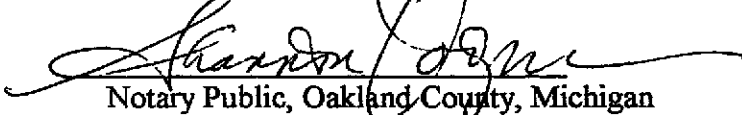


State of Michigan

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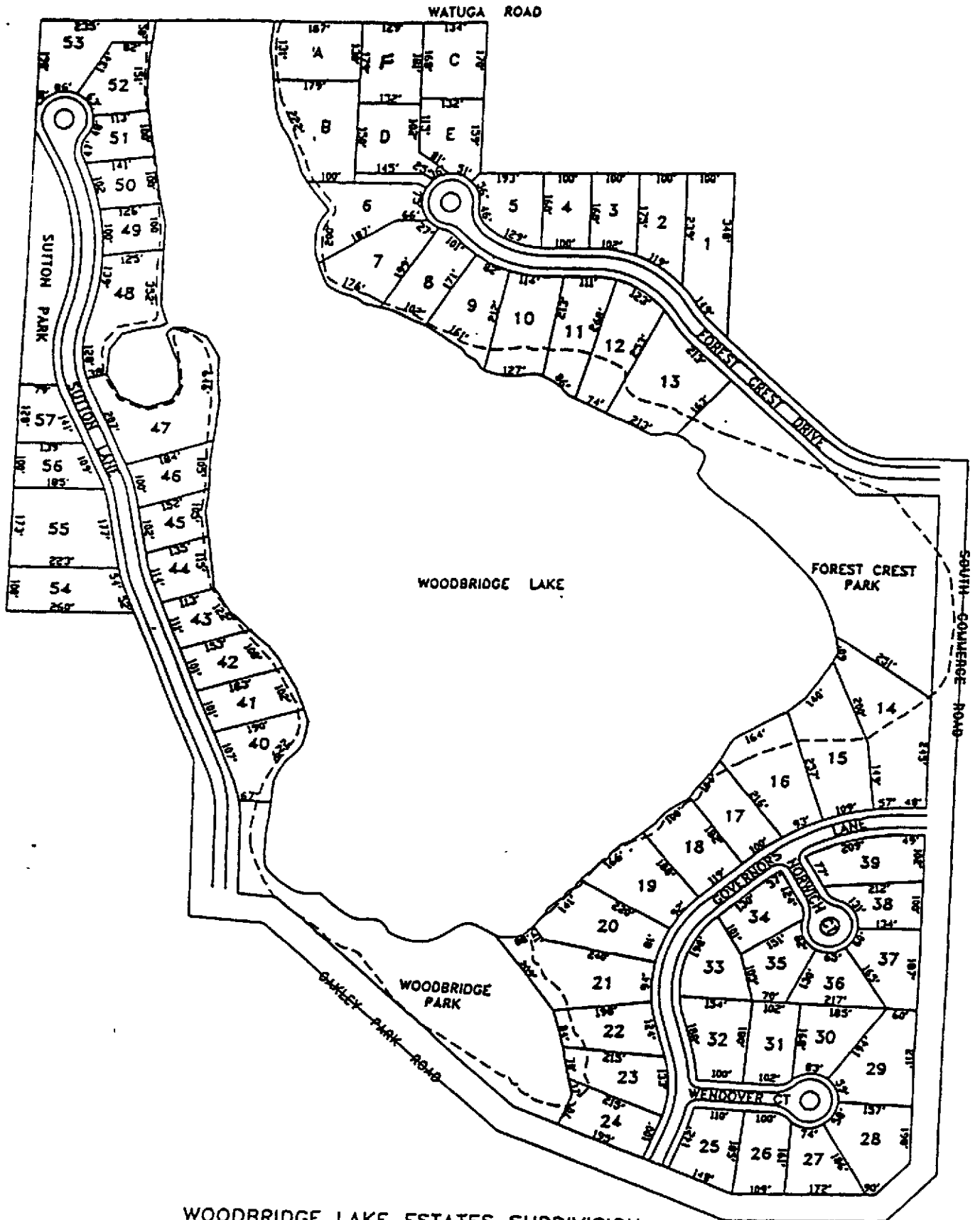
County of Oakland

The foregoing instrument was subscribed and sworn before me this 27th day of September, 2002 by Richard Allanson, Director/ President of the Woodbridge Lake Homeowners Association, on behalf of said Association.



Notary Public, Oakland County, Michigan
My commission expires: _____

SHANNON COOPER
Notary Public, Oakland County, MI
My Commission Expires Apr 2, 2006



WOODBIDGE LAKE ESTATES SUBDIVISION
COMMERCE TOWNSHIP