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**COTTAGE POINTE
HOMEOWNERS ASSOCIATION**

NON-PROFIT ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporator for the purpose of forming a non-profit corporation under the provisions of Act No. 162 of the Public Acts of 1982, as follows:

ARTICLE I

The name of the corporation is Cottage Pointe Homeowners Association.

FILED

OCT 08 2015

ARTICLE II

**ADMINISTRATOR
CORPORATIONS DIVISION**

The purposes for which the corporation is formed are:

- a. To manage and administer the affairs of and to maintain a site condominium in Kalamazoo County, Michigan to be known as Cottage Pointe Homeowners Association (the "Condominium") and all appurtenances and the common elements, property, and easements of the Condominium;
- b. To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation, and to enforce assessments through liens and foreclosure proceedings where appropriate;
- c. To purchase and maintain insurance and to collect and allocate the proceeds thereof;
- d. To restore, repair, or rebuild the Condominium, or any portion of the Condominium, and any improvements located on the Condominium, after occurrence of casualty, and to negotiate on behalf of all the members in connection with any taking of the common elements of the Condominium, or any portion of the Condominium, by eminent domain;
- e. To contract for and employ persons, firms, or corporations to assist in the management, operation, maintenance and administration of the Condominium;
- f. To make and enforce reasonable regulations concerning the use and enjoyment of the Condominium;
- g. To own, maintain and improve, and to buy, sell, convey, assign, mortgage or lease (as landlord or tenant) any real and personal property, including, but not limited to any unit in the Condominium or any other real property, whether or not contiguous to the Condominium, for the purpose of generating revenues, providing benefit to the members of the corporation and in furtherance of any of the purposes of the

corporation.

- h. To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of the corporation's business and to secure the same by mortgage, pledge or other lien;
- i. To establish committees as it deems necessary, convenient or desirable and to appoint persons such as committees, for the purpose of implementing the administration of the Condominium and to delegate to such committees any such functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board;
- j. To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this Corporation as may hereafter be adopted;
- k. To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as from time to time amended;
- l. In general, to enter into any kind of activity in connection with the foregoing, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

The corporation is organized upon a non-stock basis.

The amount of assets which said corporation possesses is:

Real Property:	None
Personal Property:	None

The corporation is to be financed under the following general plan:

Assessment of Members.

The corporation is organized on a membership basis.

ARTICLE IV

The name of the resident agent as the registered office is Joy Watts.

The address of its registered office in Michigan is 5071 Gull Road, Kalamazoo, MI 49048.

ARTICLE V

The names and address of the incorporators are:

Joy Watts	5071 Gull Road, Kalamazoo, MI 49048
Donald Watts	5071 Gull Road, Kalamazoo, MI 49048
Matthew Watts	5071 Gull Road, Kalamazoo, MI 49048
Joyce Watts	5071 Gull Road, Kalamazoo, MI 49048

ARTICLE VI

The names and addresses of the first Board of Directors is:

Joy Watts	5071 Gull Road, Kalamazoo, MI 49048
Donald Watts	5071 Gull Road, Kalamazoo, MI 49048
Matthew Watts	5071 Gull Road, Kalamazoo, MI 49048
Joyce Watts	5071 Gull Road, Kalamazoo, MI 49048

ARTICLE VII

A volunteer director of the corporation shall not be personally liable to the corporation or its members for monetary damages for any action taken or any failure to take any action, except for liability for any of the following:

- a. The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled;
- b. Intentional infliction of harm on the corporation, its shareholders, or members;
- c. A violation of Section 551(1) of the Michigan Nonprofit Corporation Act;
- d. An intentional criminal act;
- e. A liability imposed under section 497(a) of the Michigan Nonprofit Corporation Act.

For purposes of this Article, "volunteer director" means a director who does not receive anything of value from the corporation for serving as a director other than reasonable per diem compensation and reimbursement for actual, reasonable, and necessary expenses incurred by a director in his or her capacity as a director.

Any repeal, modification or adoption of any provision in these Articles of Incorporation inconsistent with this Article shall not adversely affect any right or protection of a volunteer director of the corporation existing at the time of such repeal, modification or adoption.

ARTICLE VIII

The term of the corporate existence is perpetual.

ARTICLE IX

The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by such members shall be as follows:

- a. Each co-owner (including the Developer) of a unit in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the corporation until such time as their membership shall terminate, as hereinafter provided.
- b. Membership in the corporation (except with respect to any non-co-owner incorporators, who shall cease to be members upon the qualification for membership of any co-owner) shall be established by acquisition of legal or equitable title to a unit in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located, a deed or other instrument establishing a change of record title to such unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new co-owner thereby becoming a member of the corporation, and the membership of the prior co-owner thereby being terminated.
- c. The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his unit in the Condominium.
- d. Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

ARTICLE X

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its members, or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor, or member of the corporation, or an application of a receiver appointed for the corporation, may order a meeting of the creditors or class of

creditors or of the members or class of members to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing seventy-five percent (75%) in value of the creditors or class of creditors or of the members or class of members to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the organization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all of the members or class of members and also on this corporation.

ARTICLE XI

Any action required or permitted to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by members having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all members entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to members who have not consented in writing.

ARTICLE XII


A contract or other transaction between this corporation and one or more of its directors or officers, or between this corporation and another corporation, firm or association of any type of kind, in which one or more of this corporation's directors or officers are directors or officers, or are otherwise interested, is not void or voidable solely because of such common directorship, officership or interest, or solely because such directors are present at the meeting of the board or committee thereof which authorizes or approves the contract or transaction, or solely because their votes are counted for such purpose if:

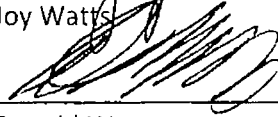
- a. The contract or other transaction is fair and reasonable to this corporation when it is authorized, approved or ratified; or
- b. The material facts as to the director's or officer's relationship of interest and as to the contract or transaction are disclosed or known to the board or committee, and the board or committee authorizes, approves or ratifies the contract or transaction by a vote sufficient for the purpose without counting the vote of any common or interested director; or
- c. The material facts as to the director's or officer's relationship or interest as to the contract or transaction are disclosed or known to the members, and they authorize, approve or ratify the contract or transaction.


ARTICLE XIII

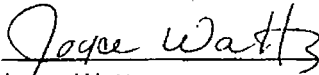
These Articles of Incorporation may be amended altered, changed or repealed only by the affirmative vote of the entire membership of the corporation in value; provided, that in no event shall any amendment make changes in the qualification for membership or the voting rights of members without the unanimous consent of the membership.

We, the incorporators, sign our names this 24th day of September, 2015.



Joy Watts

Donald Watts

Matthew Watts

Joyce Watts

ASSOCIATION BYLAWS OF COTTAGE POINTE HOMEOWNERS ASSOCIATION

ARTICLE I CONDOMINIUM BYLAWS

The Condominium Bylaws of Cottage Pointe, a Condominium Project, attached as a part of the Master Deed for the Project, are incorporated by reference and adopted in their entirety as a part of the Bylaws of this Corporation.

ARTICLE II MEETINGS AND QUORUM

Section 1. Annual Meeting. The annual meeting of the members shall be held each year between May 1 and June 30 at such place, date and time as are specified by resolution of the Board of Directors. Notice of all annual meetings shall be as provided in the Condominium Bylaws.

Section 2. Delayed Annual Meeting of Members. If, for any reason, the annual meeting shall not be held on the day so designated, such meeting may be called and held as a special meeting with the same proceedings as at an annual meeting.

Section 3. Special Meetings of Members. Special meetings of the members may be called by the President or by a majority of the Directors of the Board, or by Co-owners having at least twenty percent (20%) of the votes entitled to notice of the meeting. Notice of special meetings shall be provided in the same manner as for annual meetings.

Section 4. Organizational Meeting of Board. At the place of holding, and immediately following, the annual meeting of members, the Board as constituted upon final adjournment of the annual meeting shall convene for the purpose of electing officers and transacting any other business properly proposed. Notwithstanding the foregoing, the organizational meeting of the Board in any year may be held at a different time and place by consent of a majority of the Directors.

Section 5. Regular Meetings of the Board. In addition to its organizational meeting, the Board may hold regular meetings at such other dates, times and places as it shall

from time to time determine. Notice of regular meetings shall be served on each Director at least seven (7) days prior to the date of such meeting.

Section 6. Special Meetings of Board. Special meetings of the Board may be called by the President or by any two Directors by written notice of the time, date, place and purpose of such meeting served on each Director at least five (5) days prior to the date of such meeting.

Section 7. Notice and Service. Each notice required or permitted to be given by any provision of these Bylaws shall be in writing and shall be deemed duly served when it has been deposited in the United States mail or with a nationally recognized document delivery service, with all postage or delivery charges either prepaid or contracted for, when sent by electronic mail ("email") to the last known email addresses to those recipients who have consented in writing to obtaining notices by email, or when received if sent by facsimile transmission or when delivered by personal delivery to the recipient.

Section 8. Waiver of Notice. Notice of the date, time, place and purpose of any meeting of the members or of the Board may be waived by letter, telegram, email, cablegram, facsimile transmission or other writing, either before or after such meeting has been held. Attendance at any meeting of the members or the Board constitutes a waiver of notice, except where the attendee attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 9. Quorum. A quorum of the members shall be as set forth in the Condominium Bylaws. Members present (in person or by proxy) at any meeting at which a quorum was present 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 thirty (30) days, without notice other than announcement of the 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 and without regard as to whether a quorum is present at the adjourned meeting.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number and Term. The business, property and affairs of the Association shall be managed by a Board of Directors composed of not fewer than three (3) nor more than five (5) members. There will be three (3) Directors on the first Board. The number of persons comprising each subsequent Board shall be determined by the Developer, if prior to the Transitional Control Date, and thereafter by vote of the members, prior to the establishment of each such Board. If a motion is not made and carried to increase or decrease the number of Directors, then the Board shall consist of the same number of persons as then comprised the full Board of Directors. In addition, the members may, by resolution duly made and passed, provide that in lieu of electing all Directors every two (2) years, the Directors shall be divided into 2 or 3 classes, each to be as nearly equal in number as possible, with terms of office such that the term of the Directors in the first class will expire at the first annual meeting following their election, that of the second class to expire at the second annual meeting after their election, and that of the third class, if any, to expire at the third annual meeting after their election. At each annual meeting after such classification and election of the Board of Directors, a number of Directors equal to the number of the class whose term is expiring shall be elected to hold office for a two (2) year term. Notwithstanding the foregoing, 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.

Section 2. Qualification. Except for members of the first Board, each Director shall be a Co-owner (or, if a Co-owner is a trustee of a trust, a beneficiary of such trust may be a Director, and if a Co-owner or such a beneficiary is a corporation, a partnership, or other legal entity, a Director may be an officer, partner or employee of such Co-owner or beneficiary but in any case, each non-Co-owner Director shall occupy a Unit on a regular basis). If a Director shall cease to meet such qualifications during his or her term, he or she shall thereupon cease to be a Director and his or her place on the Board shall be deemed vacant.

Section 3. Resignation and Removal. A Director may resign at any time and such resignation shall take effect upon receipt of written notice by the Association, or at such subsequent time as may be set forth in the notice of resignation. Any or all of the Directors elected by Co-owners or their replacements (but not Directors appointed or designated by the Developer) may be removed, with or without cause, by the vote of sixty percent (60%) of Co-owners entitled to vote.

Section 4. Vacancies. Vacancies in the Board may be filled by the affirmative vote of a majority of the remaining Director or Directors, even though less than a quorum of the Board. Each person appointed by the Board to fill a vacancy shall remain a Director until his or her successor has been duly elected and qualified, which appointment shall be for a term equal to that remaining of the replaced Director.

Section 5. Action by Written Consent. If and when all the Directors shall severally or collectively consent in writing to any action to be taken by the Association, either before or after the action, such action shall be as valid a corporate action as though it has been authorized at a meeting of the Board.

Section 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 for the administration of the affairs of the Condominium.

Section 7. 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 at which a quorum was present, Director(s) leave so that there is less than a quorum present, the Directors present may continue to do business until adjournment and/or may adjourn the meeting for not more than thirty (30) days without notice other than announcement at the 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 and without regard as to whether a quorum is present at the adjourned meeting. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of the meeting shall constitute the presence of such Director for purposes of determining a quorum.

Section 8. Compensation. Directors shall receive no compensation for their services as Directors unless expressly provided for in resolutions duly adopted by not less than seventy-five percent (75%) of all Co-Owners entitled to vote.

ARTICLE IV OFFICERS

Section 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 Association may require. Each officer must be a member of the Board of Directors and shall hold office for the term of one year and until his or her successor is elected and qualified. One or more Directors each may hold multiple officer positions simultaneously. No officer shall receive any compensation from the Association for acting as such.

Section 2. The President. The President shall be the chief executive officer of the Association. He or she shall preside over all meetings of the members and of the Board, and shall be an ex officio member of all standing committees.

Section 3. The Secretary. The Secretary shall attend all meetings of the members and of the Board, and shall preserve in books of the Association true minutes of the proceedings of all such meetings. He or she shall safely keep in his or her custody the seal of the Association (if any) and shall have authority to affix the seal to all instruments where its use is required. The Secretary shall duly serve all notices required by statute, Bylaw or resolution and shall perform such other duties as may be delegated to the Secretary by the Board.

Section 4. The Treasurer. The Treasurer shall have custody of all corporate 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 such depositories as may be designated for that purpose by the Board. He or she shall disburse such funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors at regular meetings of the Board, and whenever required by them, an account of all of his or her transactions as Treasurer and of the financial condition of the Association. Unless otherwise provided by resolution of the Board, the Treasurer shall prepare and execute all Michigan annual reports and tax returns on behalf of the Association.

Section 5. Other Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

Section 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 be a Director and shall remain an officer for the term equal to that remaining of the replaced officer and until his or her successor has been duly elected and qualified.

Section 7. Resignation and Removal. An officer may resign at any time and such resignation shall take effect upon receipt of written notice by the Association, or at such subsequent time as may be set forth in the notice of resignation. Any or all of the officers may be removed, with or without cause, by the vote of a majority of the Board of Directors.

ARTICLE V
FINANCE

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless the fiscal year is changed by the Directors for accounting reasons or other good cause.

Section 2. Bank. The funds of the Association shall be deposited in such bank(s) or other depository institution(s) banks as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, Directors, employees or agents as are designated by resolution of the Board of Directors from time to time.

ARTICLE VI
INDEMNIFICATION

Section 1. Indemnification Other Than in Action by or in the Right of the Association. Any person who was or is a party, or is threatened to be made a party, to any threatened civil, criminal, administrative, or investigative suit, action or proceeding of any kind (other than an action, suit or proceeding by or in the right of the Corporation) by reason of the fact that he or she is or was a Director, officer, employee, or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall be indemnified by the Association against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, or its members, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, or its members, or, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Indemnification in Actions by or in the Right of the Association. Any person who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer,

employee, or agent of another association, partnership, joint venture, trust, or other enterprise shall be indemnified by the Association against expenses (including attorney fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, or its members, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Expenses. To the extent that a Director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 or 2 of this Article (or in defense of any claim, issue, or matter raised in any such action, suit or proceeding), he or she shall be indemnified against expenses (including attorneys fees) actually and reasonably incurred by him or her in connection with such defense.

Section 4. Authorization of Indemnification. Any indemnification under this Article (unless ordered by a court) shall be made by the Corporation only after ten (10) days written notice to all Co-Owners of the facts surrounding the request for indemnification and when authorized in the specific case upon a determination that indemnification of the Director, officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in this Article. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, when a quorum of disinterested Directors so directs, by independent legal counsel (who may be the regular counsel of the Corporation) in a written opinion, or (3) by the members.

Section 5. Advancing of Expenses. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in Section 1 or 2 of this Article may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the manner provided in Section 3 upon receipt of an undertaking by or on behalf of the Director, officer, employee, or agent to repay such amount unless or until it is determined that he or she is entitled to be indemnified by the Corporation as authorized in this Article (in which case the Director, officer, employee or agent shall promptly repay the amount).

Section 6. Indemnification Not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which a party seeking indemnification may be entitled under by the Articles of Incorporation, any bylaw, agreement, vote of members or disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 7. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article.

Section 8. Mergers. For the purposes of this Article, references to the "Corporation" include all constituent Corporations absorbed in a consolidation or merger, as well as the resulting or surviving Corporation, so that any person who is or was a Director, officer, employee, or agent of such constituent Corporation, or is or was serving at the request of such constituent Corporation as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving Corporation as he or she would if he or she had served the resulting or surviving Corporation in the same capacity.

ARTICLE VII GENERAL PROVISIONS

Section 1. Liability of Members. The Association shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge the Association's obligations. The liability of any Co-owner arising out of any contract made by, or other acts of, the Directors, officers or committee, or arising from any authorized or required indemnification, shall be limited to such proportion of the total liability as the Co-owner's percentage of value in the common elements bears to the total percentage interest of all Co-owners in the common elements. Every agreement made by the Directors, officers, committees or managing agent on behalf of the Co-owners shall provide that the persons executing the same are acting only as agents for the Association and/or the Co-owners and that the signatories shall have no personal liability under the agreement, but, to the fullest extent permitted by law, the failure of any agreement to contain either of the provisions described in the

preceding sentence shall not create any personal liability for the signatories or any other Co-owner.

Section 2. Execution of Instruments. All checks, drafts, and orders for payment of money shall be signed in the name of the Corporation by such Director(s), officer(s) or agent(s) as the Board shall from time to time designate for that purpose. When the execution of any contract, conveyance or other instrument of title has been authorized without specification of the person(s) authorized to execute, the President, or a Vice-President, if any, may undertake the execution in the name or on behalf of this Corporation without attestation, acknowledgment or seal.

Section 3. Fidelity Bonds. The Association may require that all officers, employees and others who are responsible for handling funds obtain adequate fidelity coverage to protect against dishonest acts, the cost of which shall be an expense of administration.

Section 4. Seal. The seal of the Corporation (if any) shall contain the name of the Corporation and the words "Corporate Seal, Michigan." The seal may be used by causing it or its facsimile to be impressed or affixed or in any manner reproduced.

Section 5. Conflicting Provisions. In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any of Condominium Documents, the Act (or other laws of the States of Michigan) shall govern; in the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

- (a) the Master Deed, including the Condominium Subdivision Plan but excluding the Condominium Bylaws;
- (b) the Condominium Bylaws;
- (c) the Articles of Incorporation of the Association;
- (d) these Association Bylaws;
- (e) the Rules of Conduct of the Association.

ARTICLE VIII
AMENDMENT OF BYLAWS

Section 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, except that until the initial meeting of members has been held, these Bylaws may be amended by 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 twenty (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 copy of each amendment to these Bylaws shall be furnished to every member of the Association promptly after adoption, but each amendment that is adopted in accordance with this Article shall be binding on all persons who have an interest in the Project regardless of whether such persons actually receive a copy of the amendment.