

**BY-LAWS  
OF  
WILLOWOOD SUBDIVISION ASSOCIATION**

**ARTICLE I  
NAME AND LOCATION**

The name of this corporation is Willowood Subdivision Association, hereinafter referred to as The "Association". The principal office of the Association shall be located at 2900 West Maple Road, Troy, Michigan 48084, but meetings of members and directors may be held at such places within the State of Michigan as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

**Section 1.** "Association" shall mean and refer to Willowood Subdivision Association, a Michigan Non-Profit Corporation, its successors and assigns.

**Section 2.** The "Subdivision" shall mean and refer to that certain real property described as:

Lots 1 through 180 inclusive of Willowood Subdivision of part of the Northwest ¼ of Section 16, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 154, Pages 29, 30, 31 and 32, Oakland County Records.

**Section 3.** "Common Area" shall mean those areas of land shown on the recorded plat of The Subdivision (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot within The Subdivision is described as follows:

"Willowood Park", containing 4.0 acres of land, more or less, and located within and being part of the recorded plat of Willowood Subdivision, of part of the Northwest ¼ Section 16, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan.

**Section 4.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of The Subdivision, including land contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 5.** "Lot " shall mean and refer to any number lot shown upon the recorded plat of The Subdivision.

**Section 6.** "Declaration" shall mean and refer to the Declaration of Restrictions applicable to the plat of The Subdivision recorded in the Office of the Oakland County Register of Deeds, State of Michigan.

**Section 7.** "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

**Section 8.** "Declarant" shall mean and refer to the Developer, who has executed and caused to be recorded the Declaration, said developer being Biltmore Properties Company, a Michigan Co-Partnership consisting of Dover Homes Company and Biltmore Homes Company, both Michigan Corporations.

**ARTICLE III  
PROPERTY RIGHTS**

**Section 1.** Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common area;
- b. The right of the Association to suspend the voting rights and right to use recreational facilities by an Owner for any period during which any general or special assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or

transfer signed by two-thirds of each class of members has been recorded and provided, further, that no such dedication or transfer or determination as to the conditions thereof shall be effective unless the prior consent thereto of the Township of Avon by and through its Township Board of Trustees shall have first been obtained;

- d. Easements shown on the recorded plat of The Subdivision.

**Section 2. Delegation of Use.**

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or purchasers who reside on the property.

**ARTICLE IV  
COVENANT FOR  
MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.**

Each Owner of a lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual general assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual general and special assessments, together with interest thereon, collection costs, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon, costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. For the purpose of assessment, the term "Owner" shall exclude Declarant and any builder or developer who purchases a lot for the purpose of constructing improvements thereon for resale to the Owner.

**Section 2. Purpose of Assessments.**

The assessments levied by the association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in The Subdivision and in particular for the improvement and maintenance of the Common Area and facilities in The Subdivision.

**Section 3. Maximum Annual Assessment.**

Until January 1 of the year immediately following the conveyance of the first lot in The Subdivision to an Owner, the maximum annual assessment shall be Twenty-Five Dollars (\$25.00) per lot.

- a. From and after January 1 of the year immediately following the conveyance of the first lot in The Subdivision to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first lot in The Subdivision to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for that purpose.

**Section 4. Special Assessments for Capital Improvements.**

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Area including fixtures and personal property, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for Actions Authorized Under Section 3 and 4.**

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than 60 days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.**

Both Annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or an annual basis.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.**

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first lot in The Subdivision to an Owner who is not the Declarant, a builder or developer under the provisions of Section 1, of this Article. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and shall be collected at the time of permanent loan closing. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

**Section 9. Exempt Property.**

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

**Section 10. Subordination of the Lien to Mortgages.**

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any

assessments thereafter becoming due or from the lien thereof.

**ARTICLE V  
MEETINGS OF THE MEMBERS**

**Section 1. Annual Meetings.**

The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of five (5:00) o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the annual meeting will be held at the same hour on the first day following which is not a legal holiday.

**Section 2. Special Meetings.**

Special meetings of the members may be called at any time by the president or by vote of the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

**Section 3. Notice of Meetings.**

Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Each member shall register his address with the secretary, and notices of meetings shall be mailed to him at such address. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. If the business of any meeting shall involve any change in the basis or maximum amount of the annual assessment set forth in Article IV of the Declaration, or any special assessments therein authorized, notice of such meeting shall be given or sent as therein provided.

**Section 4. Quorum.**

The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than

announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5. Proxies.**

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Each proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

**ARTICLE VI  
BOARD OF DIRECTORS:  
SELECTION: TERM OF OFFICE**

**Section 1. Number.**

The affairs of this Association shall be managed by a Board of nine (9) Directors who need not be members of the Association. Such Board of Directors may be appointed by the Declarant until such time as not less than forty (40%) percent of the residential lots in the Subdivision shall have been sold to Owners. Thereafter the Board of Directors shall be elected by the Owners.

**Section 2. Term of Office.**

The first Board of Directors shall be appointed for staggered terms, three to serve for one year, three to serve for two years and three to serve for a term of three years; and at each annual meeting thereafter the three Directors whose term of office has expired will be replaced by appointment of the Declarant or vote of the members, as the case may be, to serve for a period of three (3) years.

**Section 3. Removal.**

Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association.

**Section 4. Vacancies.**

Vacancies in the Board of Directors caused by death, resignation or removal of a director shall be filled by appointment by and upon the vote of a majority of the remaining directors, and such director or directors, so appointed, shall serve for the unexpired term of his predecessor.

**Section 5. Compensation.**

No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed the amount of his actual expenses incurred in the performance of his duties in behalf of the Association.

**Section 6. Action Taken Without a Meeting.**

The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

**ARTICLE VII  
NOMINATION AND ELECTION  
OF DIRECTORS**

**Section 1. Nomination.**

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

**Section 2. Election.**

Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to cast under the provisions of Article V. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VIII  
MEETINGS OF DIRECTORS**

**Section 1.** Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as maybe fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.**

Special meetings of the Board of Directors shall be held when called by the president of the Association,

or by any two directors, after not less than three (3) days notice to each director.

**Section 3. Quorum.**

A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE IX  
POWERS AND DUTIES  
OF THE  
BOARD OF DIRECTORS**

**Section 1. Powers.**

The Board of Directors shall have power to:

- a. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- b. Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed thirty (30) days for infraction of the published rules and regulations;
- c. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration and enforce all deed restrictions;
- d. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- e. Employ a manager, an independent contractor, professional maintenance contractors or such other employees as they deem necessary, and to prescribe their duties.

**Section 2. Duties.**

It shall be the duty of the Board of Directors to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is

requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

- b. Supervise all officers, agents and employees of this Association, to see that their duties are properly performed;
- c. As more fully provided in the Declaration to:
  1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period; and
  2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- d. Issue, or to cause an appropriate officer to issue, upon demand by an person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- e. Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- f. Cause the Common Area to be improved, maintained, and preserved, as is more fully defined in the Declaration;
- g. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- h. Comply with the requirements of the recorded Subdivision Open Space Agreement entered into by the Declarant and the Township of Avon;
- i. To exercise for the Association all powers, duties and authority vested in or delegated to the Association.

**ARTICLE X  
OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Officers.**

The officers of this Association shall be a president, any number of vice-presidents, who shall at all times

be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.**

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members and shall be by majority vote of the directors.

**Section 3. Term.**

The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. Special Appointments.**

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.**

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any time later specified therein, and unless otherwise specified therein, the acceptance of such resignations shall not be necessary to make it effective.

**Section 6. Vacancies.**

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.**

The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.**

The duties of the officers are as follows:

**President**

- a. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

**Vice-President**

- b. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**Secretary**

- c. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

**Treasurer**

- d. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures for presentation to the members at its regular annual meeting, and deliver a copy of each to the members.

**ARTICLE XI  
COMMITTEES**

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

**ARTICLE XII  
BOOKS AND RECORDS**

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By Laws of the Association, shall be available for inspection by any member at the principal office of the

Association, where copies may be purchased at reasonable cost.

**ARTICLE XIII  
PROXIES**

**Section 1.** At all meetings of members, each member may vote in person or by proxy.

**Section 2.** All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his lot.

**ARTICLE XIV  
CORPORATE SEAL**

No seal shall be required to be adopted as the corporate seal of this Association for the regular conduct of its business. In the event a seal should be required for any transaction, then any blank corporate seal may be utilized for this Association.

**ARTICLE XV  
AMENDMENTS**

**Section 1.** These By-Laws may be amended, at a regular or special meeting of the members, by a vote of two thirds (2/3) of each class of members present either in person or by proxy, **provided that** any matter stated herein to be or which is in fact governed by the Declaration of Restrictions applicable to the Subdivision, recorded, may not be amended except as provided in such Declaration of Restrictions.

**Section 2.** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration of Restrictions applicable to the Subdivision by these By-Laws, the Declaration of Restrictions shall control.

**ARTICLE XVI  
MISCELLANEOUS**

The fiscal year of the Association will begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we being all of the directors of the Willowood Subdivision have hereunto set our hands this 19<sup>th</sup> day of July, 1978.

/s/ Max Stollman	/s/ Abraham Ran
/s/ Phillip Stollman	/s/ Norman J. Cohan
/s/ Bernard H. Stollman	/s/ Gilbert L. Franklin
/s/ Lorraine Rice	/s/ Phyllis Ziegenfelder

**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Willowood Subdivision adopted by the Association on the above date.

/s/ Bernard H. Stollman

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Secretary