

BIRCH SHORES PROPERTY OWNERS' ASSOCIATION
AMENDED BY LAWS

ARTICLE I
THE PROJECT

Section 1. ORGANIZATION. Birch Shores Inc. Plat is a platted subdivision located in Trout Lake Township, Chippewa County, Michigan, which shall be administered by an Association of Property Owners known as "Birch Shores Property Owners' Association," hereinafter referred to as the "BSPOA." The Association shall be organized as a nonprofit corporation under Michigan law and shall be responsible for the management, maintenance, operation, and administration of the Project.

ARTICLE II
MEMBERSHIP AND VOTING

Section 1. MEMBERSHIP. Each Owner of property within the Birch Shores Inc. Plat shall be entitled to membership. The share of a Member in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to their Lot within the Birch Shores subdivision. Each subdivided Lot represents one membership unit. Membership is appurtenant to and may not be separated from ownership of property.

Section 2. VOTING RIGHTS. Any person, persons, firm, trust, partnership, or corporation owning a vacant lot or owning a residence in the Birch Shores Inc. Plat, shall be eligible for membership in the Association. Each member, as defined above, shall have one vote. Multiple deeds do not entitle a member to more than one vote. Membership in the Association shall terminate upon the transfer of ownership interest in the property which initially gave eligibility for membership; the new owner(s) shall be eligible for membership.

Section 3. PROXIES. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and for any adjournment of that meeting and must be filed with the Association before the appointed time of the meeting. All proxies shall be in writing and signed by the Member.

Section 4. MAJORITY. At any meeting of Members at which a quorum is present, 25% percent of the Members entitled to vote and present in person or by proxy shall constitute a majority for the approval of the matters presented at the meeting, except as otherwise required in these Bylaws.

Section 5. MAILING LIST. Upon written request, a list of names and addresses of all Members shall be made available to any Member, who is in good standing. Such lists, however, shall not be used for commercial purposes.

ARTICLE III
MEETINGS AND QUORUM

Section 1. **MEETINGS OF MEMBERS.** The annual meeting of the members shall meet at least once a year at a date, time and place designated by the Board of Directors, which meeting shall be known as the annual meeting. Special meetings of the Members may be called at any time by a majority of the Board of Directors or not less than fifteen (15) of the Members in good standing.

Section 2. **ANNUAL MEETINGS OF MEMBERS.** There shall be at least one general membership meeting (the "Annual Meeting"). The annual meeting shall ordinarily be held the Saturday before Labor Day at the Trout Lake Township Hall, or other location and date determined by the Board of Directors.

Section 3. **NOTICE OF MEETINGS.** The Board will notify each Member entitled to vote of the date, time, location and purpose of any annual membership meeting and any special meetings at least thirty (30) days prior to the meeting. All notices shall be sent by first class mail at a Member's last known address.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. **BOARD OF DIRECTORS.** The Board of Directors shall be comprised of five (5) Members, all of whom must be Members of the Association or officers. All directors shall serve for a term of two year. At each BSPOA annual meeting the Members shall elect Directors to fill expiring positions. Directors shall serve without salary. No director shall be eligible to serve more than three consecutive terms in office.

Section 2. **ELECTION OF DIRECTORS.** At least sixty (60) days prior to the annual meeting, members in good standing may submit nominations for new directors to the BSPOA secretary. No further candidates will be accepted, after this date has elapsed. The Board of Directors will mail to the Members in good standing thirty (30) days prior to the annual meeting, a list of candidates for election to the Board of Directors at the annual meeting. Election of Directors shall be by a majority of the Members voting, provided a quorum is present. Election shall be by written ballot.

Section 3. **VACANCY.** A vacancy on the Board of Directors by reason of death, resignation or other causes may be filled by the remaining Directors, or the Board may leave the position unfilled, in which case it may be filled by a Member at the next annual meeting. During periods when there are unfilled vacancies on the Board of Directors, action taken by a majority of a quorum of the reduced number shall constitute actions of the Board.

Section 4. **REMOVAL.** At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more the Directors may be removed with or without cause by affirmative vote of more than fifty (50%) percent of all qualified to vote and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purposes of filling such vacancy shall be the normal

twenty-five (25%) percent requirement set forth in Article II, Section 4. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 5. MEETINGS OF DIRECTORS. Meetings of the Board of Directors shall be held when called by the President or by any two (2) directors, after not less than seven (7) days notice to each Director. Notice is waived by attendance at the meeting either in person or by phone or electronic device. Directors shall be allowed to vote on Board Meeting issues by electronic device. The Board of Directors shall meet at least annually, at times and places to be fixed by the Board. BSPOA Directors shall meet within one week after the annual meeting. In all membership meetings, Robert's Rules of Order will apply.

Section 6. POWERS AND DUTIES. The Board of Directors shall have all powers and duties necessary to administer the affairs of the Association. In addition to the general duties imposed by these Bylaws, the powers, duties and responsibilities of the board shall specifically include the following:

- a. Care, upkeep and maintenance of Outlots B, D, E, F, and G and the private roads and alleys located in Birch Shores;
- b. Development of an annual budget and determination, assessment and collection of amounts required for the operation and other affairs of Birch Shores;
- c. Retention and compensation of agents attorneys, accountants and other professional assistance as necessary for the efficient management and operation of the Association;
- d. Adoption and amendment of rules and regulation for the use of the Birch Shores;
- e. Opening bank accounts and issuing evidences of indebtedness to further the purposes of Birch Shores, and designating signatories required therefore;
- f. Obtaining insurance, the premiums of which shall be an expense of administration;
- g. Making repairs, additions, improvements, and alterations to Outlots B, D, E, F, and G and the private roads and alleys and repairing and restoring the property after damage or destruction by fire or other casualty;
- h. Asserting, defending, or settling claims on behalf of all lot owners in connection with any legal affairs involving the Association and, on written notice to all parcel owners, instituting action on behalf of and against any Parcel owners in the name of the Association; and
- i. Such further duties as may be imposed by resolution of the members of the Association.

Section 6. COMMITTEES. The Board of Directors has the power to establish

committees from among the members of the Association from time to time as it may deem appropriate to assist in the conduct of the affairs of the Association. Members of the committees shall serve at the pleasure of the Board of Directors.

Section 7. INDEMNIFICATION. Every director and officer of the Association shall be entitled to indemnification by the Association against all costs and expenses, including attorney 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 officer of the Association, whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged responsible for having committed willful or wanton misconduct or gross negligence in the performance of his or her duties. In the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association. 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. Ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

ARTICLE IV OFFICERS

Section 1. OFFICERS. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer (or a combined Secretary/Treasurer position). The Directors may appoint such other officers or persons, such as a Resident Agent, as in their judgment may be necessary.

a. PRESIDENT. The President shall be the chief executive officer of the Association and shall be a member of the Board of Directors. The President shall preside at all meetings of the Association and of the Board of Directors and shall have all of the general powers and duties which are usually vested in the office of the President of an association.

b. VICE PRESIDENT. The Vice President shall be a member of the Board of Directors. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President or the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

c. SECRETARY. 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; the Secretary 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.

d. TREASURER. The Treasurer shall have responsibility for the Association's

funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and such depositories as may, from time to time be designated by the Board of Directors. The Treasurer's duties may be combined with the Secretary's duties at the discretion of the Board.

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

Section 3. REMOVAL. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. DUTIES. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE V ASSESSMENTS

Section 1. ADMINISTRATION EXPENSES. All costs incurred by the Association for any liability connected with Outlots B, D, E, F, and G and the private roads and alleys located in Birch Shores or the administration of Birch Shores shall be administration expenses. All sums received pursuant to any policy of insurance securing the interests of the Members against liabilities or losses connected with the common areas or the administration of the Project shall be administration receipts.

Section 2. DETERMINATION AND LEVY OF ASSESSMENTS. The Board shall, from time to time and at least annually, adopt a budget for Birch Shores that shall include the estimated funds required to defray common expenses for which the Association is responsible for the next year, including a reasonable allowance for contingencies and reserves and shall allocate and assess these common charges against Members according to their respective interests at least annually. The normal annual assessment for each Member is \$150.00 for a vacant lot and \$200.00 for a lot with any structure.

Any increase in assessments during a given fiscal year which exceeds those originally established limits, as provided above, shall be considered a special assessment. All special assessments shall require approval by two-thirds (2/3) of all Members entitled to vote as of the record date for such votes.

All assessments levied against Parcels to cover administration expenses shall be apportioned among and paid by Members in accordance with the foregoing provisions and without any increase or decrease in any rights to use any common areas.

Section 3. PAYMENT OF ASSESSMENTS. Annual assessments as determined in accordance shall be payable by Members in one installment, payable by January 1 of each year, commencing with the acceptance of a deed to any lot or with acquisition of fee simple title to a lot by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments thirty (30) days in default shall be subject to a late charge of \$25.00 and shall bear interest at the rate of twelve (12%) percent, or the highest rate allowed by law, until paid in full. Each Member (whether one or more persons) shall be and remain personally liable for the payment of all assessments pertinent to his or her lot which may be levied while such Member is the owner thereof.

Section 4. EFFECT OF NONPAYMENT. Each Member shall be obligated to pay all of assessments levied with regard to the Member's lot during the time he/she is the owner thereof, together with carrying charges upon any delinquent balance. No Member may be exempted from liability for the Member's contribution toward administrative expenses by waiver of the use or enjoyment of any common areas or by the abandonment of his/her lot. If any Member defaults in paying the assessed charges, the Board may impose reasonable fines or charge interest on the assessment from the date it is due. In addition, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. Unpaid assessments shall constitute a lien on the lot. The Association may enforce the collection of a suit in law or in equity or in the manner provided for foreclosure of mortgages by advertisement of MCL 600.3201, et. Seq. All expenses incurred in collection or sustained by reason of default in payment, including interest, carrying charges, costs, and actual attorney fees, and any advances for taxes or other liens paid by the Association to protect its lien, shall become part of and be included within the principal amount of such delinquent assessments.

The Association may discontinue the furnishing of any services to a Member in default on seven (7) days written notice to such Member. All payments of assessments in default shall be applied in the following manner: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment of such installments; and third, to installments in default in order of their due dates.

ARTICLE VI DISSOLUTION

Section 1. DISSOLUTION OF ASSOCIATION. In the event of dissolution of the Association, the Outlots owned by the Association shall be deeded as one parcel to the National Audubon Society, subject to its acceptance of the same. The acceptance of the Outlots by the National Audubon Society shall be with the provision that the Outlots will remain in one parcel as a wildlife sanctuary in perpetuity.

ARTICLE VII MISCELLANEOUS

Section 1. METHOD OF AMENDING BYLAWS. These Bylaws may be amended by the Board of Directors. However, any amendment must be approved by a majority vote of

those members present and represented by proxy at the next annual meeting or they will become ineffective as of the date of the annual meeting. The Board shall not be held liable for any damages resulting from any changes made to the Bylaws that are within the Board's authority but are not subsequently approved by the BSPOA general membership, unless such action can be shown to be willful and wanton. Notwithstanding the foregoing, the Board shall not have the power to amend the Bylaws in regards to BSPOA voting rights or procedures. Voting right and procedure Bylaws can only be changed by a two-thirds (2/3) majority of votes cast at a regularly called BSPOA annual membership meeting.

Section 2. SEVERABILITY. If any of the provisions of these Bylaws or any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, or impair any of the other provisions of these documents or the remaining part of any provision that is held to be partially invalid or unenforceable. In such an event, the documents shall be construed as if the invalid or unenforceable provisions were omitted.

BIRCH SHORES PROPERTY OWNERS ASSOCIATION

Amendments to the By-Laws Sept. 2009

Article IV: Section 2 (add)

The Secretary and/or Treasurer may be appointed by the Board of Directors from the membership.

Article VII: Section 1 (change completely, to read as follows)

These By-Laws may be amended by a two thirds majority of member votes cast in the annual election held each year. Such proposed amendments shall be submitted to the board no later than sixty days prior to the annual meeting date.

Amendments to the By-Laws Sept. 2023

Article V: Section 2 (change)

The normal annual assessment for each Member is \$250 for a vacant lot and \$300 for a lot with any structure.