

BYLAWS OF
ASHFORD MANOR
HOMEOWNERS ASSOCIATION
(A Michigan non-profit corporation)

ARTICLE I
Formation

- 1.01 Bylaws.** These Bylaws of Ashford Manor Homeowners Association (Bylaws), enacted on the 26th day of June, 2012, and amended on this 15th day of April, 2015, by the Ashford Manor Homeowners Association (Association) apply to Ashford Manor Subdivision lots 1 through 40 and Ashford Manor Subdivision No. 2 lots 41 through 84, (collectively Ashford Manor Subdivision). The creation of these Bylaws is provided for by the Declaration of Easements, Covenants, Conditions and Restrictions for Ashford Manor and Ashford Manor No. 2 (collectively Restrictions) which are incorporated herein by reference and adopted in their entirety as a part of these Bylaws. The capitalized terms in these Bylaws shall have the meanings given to them in the Restrictions.
- 1.02 Organization.** The Association shall be organized as a non-profit corporation upon a non-stock basis, according to the Laws of the State of Michigan.
- 1.03 Purpose.** The Association shall have the fiduciary duty and responsibility to maintain, operate, and repair the Common Areas for the benefit of the Members of the Association. The Association shall enforce all of the provisions of these Bylaws and Restrictions. The Association shall represent the collective interests of Members between government entities such as Delta Township, Eaton County, and/or the State of Michigan.
- 1.04 Business Location.** The initial registered office for the transaction of business of the Association shall be as set forth in the Articles of Incorporation. The Board of Directors is hereby granted full power and authority to change the location of the registered office, which new registered office shall be a location in the State of Michigan. The Board of Directors must ensure that the current address is on file with the State of Michigan by filing a Certificate of Change of Resident Agent and/or Registered Office or report any change on the Annual Report required by the State.

ARTICLE II

Definitions

2.01 Definitions. The following definitions shall be applicable to these Bylaws:

- (1) **"Restrictions"** shall mean the Declaration of Easements, Covenants, Conditions and Restrictions for Ashford Manor recorded August 16, 2001 in Liber 1442, pages 309 thru 323 and for Ashford Manor No. 2 recorded September 27, 2004 in Liber 1865, pages 1102 thru 1113, Eaton County records.
- (2) **"Property"** shall mean all of the real property as described in the plats for the Ashford Manor Subdivision including the Common Areas, if any, as recorded in Liber 13, pages 75-78 and 160-163 of Plats, Eaton County records and located in Delta Township, Eaton County, Michigan.
- (3) **"Common Areas"** shall mean Ashford Manor Commons and Open Areas as defined in the Restrictions including but not limited to those areas designated as the open spaces, detention pond, common entranceways monuments, street islands and other common areas, if any, designated as such on the plats of the Ashford Manor Subdivisions.
- (4) **"Owner" and "Member"** shall mean a person, persons or entity having recorded title for a Lot within Ashford Manor Subdivision. These titles may be used in the singular or plural, but in no event shall the term Owner or Member entitle any Lot to more than one vote, assessment or otherwise.
- (5) **"Home Owner"** shall mean a person, persons, or entity having recorded title for a dwelling within Ashford Manor Subdivision.

ARTICLE III

Membership and Fees

3.01 Membership. Every record Owner of a Lot in Ashford Manor Subdivision subject to assessment by the Association is a member of the Association (Member).

3.02 Voting. All Owners shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in any Lot (Multiple Ownership), all such persons or entities shall be Owners, but in no event shall there be more than one vote cast with respect to any Lot. In the case of Multiple Ownership such vote shall be exercised as the Multiple Owners may, among themselves, agree. Any vote cast in person, electronically, or by proxy or the failure to vote shall be binding and conclusive on all such Multiple Owners. If conflicting ballots are cast by Multiple Owners of the same Lot, none will be counted.

3.03 Suspension of Member's Rights. An Owner's right to vote shall be suspended if (a) the Owner's Association assessments, fees and/or dues are past due, and/or, (b) the Owner is in violation of these Bylaws, the Restrictions or any ordinance or Law.

3.04 Membership Fees and Assessments.

a) Purpose. The purpose of the assessments levied by the Association is to repair, maintain, operate, manage, and improve the Common Areas, including but not limited to the payment of all taxes and insurance thereon, and for any other lawful purpose allowed by the Restrictions, the Articles of Incorporation or these Bylaws.

b) Obligation for Assessments. The Owner of each Lot shall pay to the Association when due:

- i. All annual assessments or charges of the Association,
- ii. Special assessments, if any, for capital improvements to be established and collected as hereinafter set forth,
- iii. All other assessments for taxes, legal fees, levies, and assessments or other charges lawfully imposed or charged to the Association.

c) Annual Assessment. The annual assessment shall be paid to the Association:

- i. The initial annual assessment for each Lot shall be due and payable, in an amount prorated to the end of the term for the then current annual assessment authorized by the Association, upon the closing of the purchase by the Owner of the Lot.
- ii. The Board of Directors, in its discretion, may establish an installment program for the payment of any annual, special, or deficit assessment, and may charge interest in connection therewith.

d) Capital Improvement Special Assessment. In addition to annual assessments provided for herein, the Association may levy a special assessment applicable to that Assessment year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement to the Common Areas. However, any such special assessment shall be first approved by two-thirds (2/3) of the votes of Owners who are voting in person, electronically, or by proxy at a meeting duly called for this purpose. Such special assessments shall be due and payable according to the terms and conditions and in the manner specified in a Resolution of the Association.

e) Uniform Assessment Rate. All annual, special and deficit assessments shall be fixed and established at the same rate for all Lots within the Ashford Manor Subdivision.

- f) Reserve.** The Board of Directors will maintain a reasonable operating budget reserve of not more than five-thousand dollars (\$5,000.00) or twenty (20%) percent of the annual operating budget of the Association, whichever is higher. Additionally, the Board of Directors may maintain an allocated reserve for known future projects or activities. An allocated reserve must be appropriately identified in the annual budget. Any excess reserve shall be used to reduce required dues for the following fiscal cycle.
- g) Board of Directors' Duties.** Subject to the foregoing provisions, the Board of Directors of the Association shall fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall prepare and maintain a roster of the Lots and the assessments applicable thereto which states whether such assessment(s) have been paid and the amounts, if any, which remain due and unpaid.
- h) Enforcement of Obligation to Pay Assessments.** The Association, by and through its duly appointed officers, shall have full power and authority to take all such actions and to bring all such proceedings as may be necessary or appropriate to enforce the obligation of any Owner to pay any assessment which is not paid on the due date. To that end, the Association may retain an attorney or attorneys, and may bring action in its own name to enforce said obligations. Any assessments or enforcement expenses are secured by a continuing lien upon the property against which the assessment is made. The lien may be enforced by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action, a court of competent jurisdiction shall be empowered to order a sale of the lot subject to the lien in order to satisfy the lien. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of the assessment. The lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any lot in the Ashford Manor Subdivision. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of the Lot.

ARTICLE IV

Association Rights

4.01 Association Rights.

- a) The Association is empowered and directed to hold and transfer property and to collect and disburse monies for the purposes specifically and generally provided for by these Bylaws, the Restrictions and any Agreements entered into by the Association.
- b) The Association is further empowered and directed to enforce the covenants and obligations of the Owners as set forth in these Bylaws, the Restrictions and any Agreements entered into by the Association.

ARTICLE V

Meetings

5.01 Annual Meetings. Meetings of the Association shall be held annually during the first week of May each year at such time and place as the Board of Directors shall decide. Such meeting shall be held for the purpose of the election of directors, the election of the President of the Association, and the transaction of any other business which is within the power of the Owners or Directors. Written notice of each annual meeting shall be sent to each Owner entitled to vote by email, or if requested by first class mail, postage prepaid, at least thirty (30) days prior to said meeting.

5.02 Special Meetings. Special Meetings of the Association may be called by the Board of Directors at any time, or upon written request of a majority of the Owners. Written notice of such a meeting, stating the purpose of the meeting, shall be sent to each Owner in the same manner as for annual meetings of Directors and Owners.

5.03 Quorum. The presence or vote of Owners or of proxies entitled to cast fifty-one percent (51%) of all the votes shall constitute a quorum. To determine a quorum, the Board must count all electronic votes cast prior to the meeting and add the number of Owners or proxies present who are entitled to cast a vote at the meeting. In the event a required quorum is not met at such meeting, another meeting will be called, upon notice as set forth above, and the required quorum at such subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting.

5.04 Action Without Meeting. Any action, which, under any provision of the Michigan Business Corporation Act, may be taken at a meeting of the Members, may be taken without a meeting if authorized in writing by a majority of the persons who would be entitled to vote upon such action at a meeting, and filed with the Secretary of the Association. A writing may include email or other electronic format.

5.05 Proxies. Every Owner entitled to vote shall have the right to do so either in person or by an agent authorized by a written proxy, on a form approved by the Association, executed by such person and filed with the Secretary of the Association; provided that no such proxy shall be valid after the expiration of one (1) year from the date of its execution. Each agent shall only be proxy for one Owner at any given time.

ARTICLE VI

Directors

6.01 Number and Term. The business, property, and affairs of the Association shall be managed by a Board of Directors composed of the President, Treasurer, Secretary, and not less than two nor more than four at large Directors. The Directors shall be divided into two groups, each to be as nearly equal in number as possible, with terms of office such that the term of Directors in the first group will expire at the first annual meeting following their election, that of the second group will expire at the second annual

meeting after their election. At each annual meeting a number of Directors equal to the number of the group whose term is expiring shall be elected to hold office.

6.02 Qualification. All Officer and Directors shall be a Home Owner. If an Officer or Director ceases to meet the qualifications during the Officer or Director's term, the Officer or Director shall cease to be an Officer or Director, and that place on the Board shall be deemed vacant. No two Officers or Directors may be from the same Lot.

6.03 Vacancies. Vacancies in the Board may be filled by the previous elections highest vote recipient. If that recipient is not available or if that recipient declines, then the next highest vote getter would fill the position. If no recipient is available, then the position may be filled by the affirmative vote of a majority of the remaining Director or Directors, even if less than a quorum of the Board. Each person elected to fill a vacancy shall remain a Director until a successor has been duly elected and qualified, and the election shall be for a term equal to that remaining of the Director whose death or resignation has created the vacancy.

6.04 Resignation and Removal. A Director may resign at any time, and the resignation shall take effect on receipt of written notice by the Association or at a subsequent time set forth in the notice of resignation. Any or all the Directors may be removed, with or without cause, by the vote of a majority of the Owners.

6.05 Action by Written Consent. If all the Directors severally or collectively consent in writing to any action to be taken by the Association, either before or after the action, the action shall be as valid an action as though it had been authorized at a meeting of the Board.

6.06 Powers and Duties. In addition to the powers and duties imposed or permitted by law, by these Bylaws, or by resolution of the Owners, the Board of Directors shall have all powers, duties and responsibilities necessary to administer the affairs of the Association as set forth in the Bylaws. These powers, duties and responsibilities include, but are not limited to:

- a) Authority to conduct, manage and control the affairs and business of the Association and to establish penalties for violations.
- b) Authority to suspend the voting rights of any Owner if the Owner is in default in the payment of any assessment levied by the Association. Voting rights may also be suspended after notice of any violation of the Bylaws or Restrictions for a period of thirty (30) days or for as long as the infraction persists.
- c) Authority vested in or delegated to this Association and not reserved to the membership by the provisions of the Bylaws, Restrictions or any rules the Association may adopt
- d) Levy, collect and enforce assessments by any means provided in these Bylaws, the Restrictions and Michigan Law.
- e) Compiling and maintaining a complete record of all its acts and corporate affairs.

- f) Appropriate delegation powers to committees, officers or employees and supervision of all officers, agents, and employees of the Association and assuring that their duties are properly performed.
- g) The Board shall:
 - (1) Send written notice of each change in regular assessment or imposition of special assessment to every Owner, subject thereto thirty (30) days before the change or assessment becomes due.
 - (2) In its discretion, foreclose a recorded lien against any properties for which assessments are at least sixty (60) days delinquent, or to bring an action at law against the Owner, personally obligated to pay the same.
- h) Procure and maintain adequate liability, hazard, and other risk insurance.
- i) Maintain the Common Areas.
- j) Enforce applicable provisions of the Bylaws and Restrictions by any lawful means or procedures, as deemed in the best interests of the Association.
- k) Pay when due all taxes and assessments against the property of the Association which are or could become a lien on the Common Area.
- l) Propose an annual budget of the costs and expenses to be incurred by the Association to fulfill its purposes to be approved at the annual meeting of the Association.
- m) To engage in all activities incidental to the above purposes which are not forbidden by the laws of the State of Michigan.
- n) Authorize and establish electronic voting procedures.
- o) Prohibited Acts, The Board shall not take any of the following actions, except with the vote or written consent of a majority of the voting Members of the Association:
 - (1) Increase annual assessments/dues more than twenty percent (20%);
 - (2) Make any expenditure out of the ordinary course of business of more than twenty-percent (20%) of the annual budget, this does not include regular maintenance of the Common Areas. If emergency repairs are required, the Board or the Treasurer must send notice of the repairs to all Members within five (5) days of the expenditure.
 - (3) To avoid the appearance of a conflict of interest, the Association shall not enter into any agreement with an Officer or Director of the Association, nor any entity with which an Officer or Director is associated, such as through employment or ownership, which would result in providing to the Association materials, labor or services.

6.07 Compensation. Directors shall receive no compensation for their services as directors.

6.08 Board Meetings. The presence and vote of 51% of the Directors is required to pass any motion. The meetings shall be open to Members. There shall be not less than two meetings annually. The Directors will provide notice to Members regarding the date and time of the meetings.

ARTICLE VII

Officers

7.01 Designation and Term. The voting Owners shall elect a President and Directors as the Association requires. Other than the President, Officers shall be elected by the Board of Directors.

7.02 The President. The President shall be the chief executive officer of the Association. The President shall preside over all meetings of the Association and of the Board and shall be ex officio a member of all standing committees. The President shall be subject to the control of the Board of Directors, and shall in general supervise and control all of the business and affairs of the Association. The President may sign, with the Secretary, when authorized by the Board of Directors, any deeds, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors by resolution from time to time.

7.03 The Secretary. The Secretary shall attend all meetings of the Association and of the Board and shall preserve true minutes of the proceedings of all meetings unless excused by the President. The Secretary shall give all notices required by statute, Bylaw, or resolution and shall perform other duties delegated to the Secretary by the Board or by the President.

7.04 The Treasurer. The Treasurer shall have custody of all Association 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 depositories the Board designates for that purpose. The Treasurer shall disburse the funds of the Association as ordered by the Board, and shall render to the President and Directors at regular meetings of the Board, and whenever requested by them, an account of all transactions and of the financial condition of the Association. The Treasurer shall be bonded at the cost of the Association.

7.05 Members-At-Large. The Members-At-Large shall attend all meetings of the Association and Board of Directors, participating in decision making and proceedings, and perform those duties delegated by the Board of Directors, unless excused by the President.

7.06 Failure to Perform. If any officer or board member fails to perform his or her duties, the other members of the Board of Directors may vote to remove the officer. If the officer contests removal, he or she may call a Special Meeting, under Section 5.02, and ask that the Members vote on the officer's removal as set forth herein.

ARTICLE VIII

Funds

8.01 Use of Funds. The funds of the Association shall be used only for those purposes as specified in the Bylaws and Restrictions, and for the necessary expenses of the Association. Funds shall not be used for the entertainment or separate benefit of Board of Directors or any Member, and no profits, if any, or dividends shall be distributed to the Board of Directors or any Member of the Association.

8.02 Disbursements. Disbursements for the ordinary and necessary business expenses of the Association may be authorized by the President but all other expenses and disbursements shall be authorized only by the Board of Directors. All duly authorized disbursements shall be made by a secure electronic method or by check signed by two officers as the Board shall from time to time designate for that purpose.

ARTICLE IX

Amendments

9.01 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. Amendments may be proposed by the Board of Directors or by petitions signed by at least 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 the Association at which a quorum is present. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which the proposed amendment is to be voted.

ARTICLE X

Indemnification

10.01 Scope of Indemnification. The Association shall indemnify to the fullest extent authorized or permitted by the Michigan Nonprofit Corporation Act, MCL 450.2101 et seq., any person, or the person's estate or personal representative, who is made or threatened to be made a party to an action, suit, or proceeding (whether civil, criminal, administrative, or investigative) because the person is or was a director or an officer of the Association or serves or served in any other enterprise at the request of the Association. Persons who are not Directors or officers of the Association may be similarly indemnified in respect of services rendered to the Association or at the request of the Association to the extent authorized at any time by the Board of Directors of the Association. The provisions of this section shall apply to Directors and officers who have ceased to render service and shall inure to the benefit of their heirs, personal representatives, executors, and administrators. This right of indemnify shall not be exclusive, and the Association may indemnify any person, by agreement or otherwise, on whatever terms and conditions the Board of Directors of the Association approves. Any agreement for the indemnification of any director, officer,

employee, or other person may provide indemnification rights that are broader or otherwise different than those set forth in the Michigan Nonprofit Corporation Act, unless otherwise prohibited by law.

10.02 Authorization of Indemnification. Any indemnification under this section (unless ordered by a court) shall be made by the Association only when authorized in the specific case on a determination that indemnification of the Director, officer, employee, or agent is proper in the circumstances because that person has met the applicable standard of conduct set forth in this section and after 10 days' written notice to all Members of the facts surrounding the request for indemnification. The determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the action, suit, or proceeding; (b) if a quorum is not obtainable or, even if obtainable, when a quorum of disinterested Directors directs, by independent legal counsel (who may be the regular counsel of the Association) in a written opinion; or (c) by the Members by a majority vote of a quorum at a meeting of the Association.

10.03 Advancing of Expenses. The Association may pay expenses incurred in defending a civil or criminal action, suit, or proceeding described in this section in advance of the final disposition of the action, suit, or proceeding as authorized by the Board of Directors on receipt of an agreement by or on behalf of the Director, officer, employee, or agent to repay the amount unless it is ultimately determined that the person is entitled to be indemnified by the Association as authorized in this section.

10.04 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, an officer, an employee, or an agent of the Association or who is or was serving at the request of the Association as a director, an officer, an employee, or an agent of another Association, partnership, joint venture, trust, or other enterprise against any liability asserted against that person and incurred by that person in any capacity for the Association or arising out of that status, whether or not the Association would have the power to indemnify that person against the liability under the provisions of this section.

ARTICLE XI

Authority to Act and Enforcement

11.01 Authority to Act. Per the Restrictions, Page 11, Article XXI Assessments, Lien Rights, Homeowners Association, Paragraph B "The homeowners association shall have the obligation and authority, by way of example and not limitation, to administer and enforce the restrictions created hereunder, to administer and maintain the Common Areas.

11.02 Right to Act. Per the Restrictions, Page 11, Article XXI Assessments, Lien Rights, Homeowners Association, Paragraph A, the homeowners association has the right to (1) to proceed at law or in equity against any person violating or attempting to violate any

provision contained herein, to prevent or abate such violations, to compel compliance with the terms hereof; (2) to enter upon any land within the Subdivision and correct any condition in and remove any building, structure or improvements erected, installed or maintained in violation of the terms hereof at the Owner's expense; and (3) to recover damages or other dues for any violation including attorney fees.

11.03 Violations. The violation by any Owner, occupant or guest of any of the provisions of the Restrictions or these Bylaws shall be grounds for assessment of monetary fines against the involved Owner. Such Owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family or invitee.

Upon any such violation being alleged by the Association, the following procedures will be followed:

- 1) Notice of the violation, including the provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the residence of said Owner. The notice of violation will include a time in which to rectify the violation. The notice shall include a reasonable and equitable time to rectify the condition.
- 2) The offending Owner shall have an opportunity to appear before the Board. The appearance before the Board shall be a meeting scheduled no less than thirty (30) days from the date of the notice.
- 3) Failure to respond to the notice of violation constitutes default.
- 4) Upon appearance by the Owner before the Board and presentation of evidence of defense, or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The decision of the Board is final.

Upon violation of the provisions of these Bylaws or the Restrictions and, after default of the offending Owner or upon the decision of the Board as recited above, the following fines shall be levied in addition to costs, expenses and attorney fees incurred by the Association:

- A. **NOTICE OF FIRST VIOLATION.** No fine shall be levied.
- B. **NOTICE OF SECOND VIOLATION.** Twenty-five Dollar (\$25.00) fine.
- C. **NOTICE OF THIRD VIOLATION.** Fifty Dollar (\$50.00) fine.
- D. **NOTICE OF FOURTH VIOLATION AND SUBSEQUENT VIOLATIONS.** One Hundred Dollar (\$100.00) fine per day.

In addition to the levy of monetary fines, failure to comply with any of the terms the Bylaws or the Restrictions shall be grounds for relief, which may include, without limitation, an action to recover sums due for such damages, injunctive relief, and any

other remedy that may be appropriate to the nature of the breach. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Restrictions or these Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

4) Failure to Pay Dues on Time. Failure to pay dues on time shall be deemed a violation. A late fee of \$25.00 shall be assessed against each Lot thirty-days after the due date. The Board of Directors shall provide written notice prior to the assessment of the first late fee, but it is not required to provide written notice thereafter.

SECTION XII

General Provisions

12.01 Liability of Members. The Association and the Board shall have the power and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under these Bylaws. However, the liability of any Owner arising out of any contract made by or other acts of the Directors, officers, or a committee or out of the indemnity provisions shall be limited to a pro rata share based upon the cost divided by the number of Lots required to pay assessments. Every agreement made by the Directors, officers, committees, or managing agent on behalf of the Owners shall provide that the persons signing it are acting only as agents for the Owners and shall have no personal liability (except as an Owner) and that each Owner's liability under the agreement shall be limited to the Owner's pro rata share of the total liability incurred as set forth herein.

12.02 Signing of Documents. All checks, drafts, orders for payment of money, contracts, and agreements shall be signed or otherwise authorized in the name of the Association by two officers as the Board shall from time to time designate for that purpose.

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

12.04 Fiscal Year. The fiscal year of the Association shall be a calendar year.

12.05 Conflicts. No provisions of these Bylaws or Restrictions or any action of the Officers, Board of Directors or other action of the Association shall be effective to modify, waiver or extend any Member's performance obligations under the bylaws or Restrictions and in all cases where there may be any conflict between the terms of the aforementioned Bylaws and Restrictions or any other action of the Association the terms of the Restrictions shall control.

12.06 Mailboxes. Home Owners shall purchase replacement mailboxes of the same make, model, and design as the mailboxes already installed, unless an exception is approved by the Board. The Association shall provide the Home Owners with information regarding where to purchase approved mailboxes upon request.

12.07 Additional Phases. It is the intent of the Association that all additional phases of Ashford Manor Subdivision be part of this Association and bound by these Bylaws when platted and developed. At the time these Bylaws are being drafted, Phase I (Ashford Manor Subdivision) and Phase II (Ashford Manor Subdivision No. 2) have been completed and Phase III is contemplated.

ARTICLE XIII

Dissolution

13.01 Dissolution. Upon dissolution and liquidation of the Association, each Member shall be entitled to a liquidating distribution out of the remaining assets of the Association in an amount equal to that Member's proportionate interest in the Association as represented by the aggregate of such Member's payment in membership fees and dues, provided, however, that no Member shall be entitled to a distribution in excess of such Member's paid-in membership fees and dues, and provided further, that all claims, expenses and other liabilities of the Association of any nature whatsoever shall first have been paid for which adequate provision shall have been made.

CERTIFICATION

These amended bylaws were approved at a meeting of the Members of the Association by a majority vote on April 15, 2015.

Date: June ___, 2015

Patrick A. Cebelak, President

Date: June ___, 2015

Arthur J. Kelley, Secretary

STATE OF MICHIGAN)
COUNTY OF EATON)

Subscribed and sworn to before me this ___ day of June 2015, by Patrick A. Cebelak, President, and Arthur J. Kelley, Secretary.

Alecia M. Ruswinckel, Notary Public
Eaton County, Michigan
Acting in Eaton County
My commission expires: December 5, 2018

Drafted by and when
recorded return to:
Arthur J. Kelley, Secretary
Ashford Manor Homeowners Association
PO Box 647
Grand Ledge, MI 48837

LEGAL DESCRIPTION

Ashford Manor Subdivision Ashford Manor Phase I

A part of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 20, Town 4 North, Range 3 West, Delta Township, Eaton County, Michigan as recorded in Liber 13, Pages 75 to 78 of Plats, Eaton County Records 2002.

Ashford Manor Subdivision No. 2 Ashford Manor Phase II

A part of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 20, Town 4 North, Range 3 West, Delta Township, Eaton County, Michigan as recorded in Liber 13, Pages 106 to 163 of Plats, Eaton County Records 2004.