

**EXHIBIT A**  
**CONDOMINIUM BY-LAWS**  
**WOODLAND OFFICE CENTER**

**ARTICLE I**

**ASSOCIATION OF CO-OWNERS**

A. Woodland Office Center, an office/business Condominium project located in the Township of Milford, Oakland County, Michigan, shall be administered by an organization of Co-Owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, property, easements and affairs of the Condominium Project in accordance with the Master Deed, these By-Laws, the Articles of Incorporation, By-Laws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-Owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

B. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

1. Each Co-Owner shall be a member of the Association and no other person or entity shall be entitled to membership. Membership in the Association shall be limited to persons or entities who own one (1) or more Units in the Project.

2. The share of a Co-Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium Project.

3. Except as limited in these By-Laws, each Co-Owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-Owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

4. No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. No Co-Owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 7 of this Article I. The vote of each Co-Owner may only be cast by the representative designated by such Co-Owner in the notice required in sub-paragraph "e" below or by a proxy given by such individual representative.

IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed the day and year first written.

Stonecrest Land Development, LLC, a  
Michigan Limited Liability Company

By:   
Timothy Adams, Member

STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF             )

On September 7, 2004, the foregoing Master Deed was acknowledged before me by **Timothy Adams**, as Member of **Stonecrest Land Development, LLC** with full authority to act on behalf of said entity.

  
Bruce M. Hug  
Oakland County, Michigan  
My Commission Expires: 9/16/2004  
Acting in Oakland County

DRAFTED BY AND RETURN TO:

BRUCE M. HUG  
Attorney and Counselor  
2254 E. Highland Road  
Highland, Michigan 48356  
(248) 889-6333

**ASSOCIATION BYLAWS OF WOODLAND OFFICE CENTER  
CONDOMINIUM ASSOCIATION**

**SECTION I CONDOMINIUM BYLAWS**

The Condominium Bylaws of Woodland Office Center Condominium Association, a condominium project, attached as a part of the Master Deed pertaining to the Project and recorded in the office of the Register of Deeds of Oakland County, Michigan, are incorporated by reference and adopted in their entirety as a part of the Bylaws of this Association. The capitalized terms in these Bylaws shall have the meanings given to them in the Condominium Bylaws and in the Master Deed. In the event of a conflict between these Bylaws and the Condominium Bylaws, the Condominium Bylaws shall govern.

**SECTION II MEETINGS AND QUORUM**

1. **Membership Meetings.** Each Unit Owner shall be a member of the Association and for purposes of these bylaws are sometimes called *Members*.
2. **Annual Meeting of Members.** The annual meeting of members shall be held on each year at the date, time, and place designated by the Board of Directors. Notice of all annual meetings shall be given at least 14 days prior to the meeting, and transmitted as required by the Condominium Bylaws.
3. **Delayed Annual Meeting of Members.** If, for any reason, the annual meeting is not held on the day designated by the Board of Directors, the meeting may be called and held as a special meeting with the same proceedings as at an annual meeting.
4. **Special Meetings of Members.** Special meetings of the members may be called by the president, by a majority of the Board of Directors, or by Owners having at least 35 percent of the votes entitled to notice of the meeting. Notice of special meetings shall be provided in the same manner as for annual meetings.
5. **Regular Meetings of the Board.** The Board may hold regular meetings at times and places it determines. Notice of regular meetings shall be given to each Director personally or by mail, telephone, fax, or e-mail at least five days before the date of the meeting. Regular meetings of the Board of Directors may be held by telephone or e-mail in lieu of all of the Board of Directors meeting at one location.
6. **Special Meetings of Board.** Special meetings of the Board may be called by the president or by any two Directors by written notice to each Director of the time, place, and purpose of the meeting, at least three days before the date of the meeting. Special meetings of the Board of Directors may be held by telephone or by e-mail in lieu of all of the Directors meeting at one location.
7. **Notice and Mailing.** All written notices required to be given to members by any provision of these Bylaws shall state the authority pursuant to which they are

issued (e.g., "by order of the president" or "by order of the Board of Directors"). If by email, each notice shall be deemed served when sent. If mailed, each notice shall be deemed duly served when it has been deposited in the U.S. mail, with postage fully prepaid, plainly addressed to the addressee at the addressee's last address appearing on the membership records of the Association.

8. **Waiver of Notice.** Notice of the time, place, and purpose of any meeting of the members or of the Board of Directors may be waived by e-mail, fax, or other writing, either before or after the meeting has been held. Attendance at any meeting of the Board constitutes a waiver of notice, except when a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

9. **Quorum.** A quorum of the members shall be as set forth in the Condominium Bylaws. A majority of the Directors then in office shall constitute a quorum for the transaction of business. Members or Directors present or represented at any such meeting 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 30 days, without notice other than announcement at the meeting, until a quorum is present or represented.

### SECTION III BOARD OF DIRECTORS

1. **Number and Term.** The business, property, and affairs of the Association shall be managed by a Board of Directors composed of not less than three nor more than five members. The number of persons comprising each subsequent Board shall be determined by vote of the members before the establishment of each Board. However, if a motion is not made and carried to increase or decrease the number of Directors, the Board shall consist of the same number of persons as previously comprised the full Board of Directors.

In addition, the members may, by resolution duly made and passed, provide that in lieu of annually electing all Directors, the Directors shall be divided into two or three 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, and that of the third group, if any, will expire at the third annual meeting after their election. At each annual meeting after the classification of the Board of Directors, a number of Directors equal to the number of the group whose term is expiring shall be elected to hold office until the second succeeding annual meeting if there are two groups or until the third succeeding annual meeting if there are three groups.

2. **Qualification.** Each Director shall be an Owner (or if an Owner is a trustee of a trust, a Director may be the trustee of the trust or a beneficiary, and if an Owner is a corporation or a partnership, a Director may be an officer or a partner of the Owner). If a Director ceases to meet the qualifications during the Director's term, the

Director shall cease to be a Director, and that place on the Board shall be deemed vacant.

3. **Vacancies.** Vacancies in the Board 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.

4. **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 votes of Owners.

5. **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. **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 to administer the affairs of the Condominium as set forth in the Condominium Bylaws.

7. **Rules and Regulations.** The Board of Directors may propose regulations respecting the use and enjoyment of the Units and Common Elements of the Condominium and other rules and regulations necessary to maintain and operate the Condominium. All regulations and amendments shall be adopted and promulgated in the manner set forth in the Condominium Bylaws. All rules and regulations imposed by the first Board of Directors before the initial meeting of members shall be binding on all subsequent members unless amended.

8. **Compensation.** Directors shall receive no compensation for their services as directors **unless** expressly provided for in resolutions duly adopted by not less than 60 percent of all Owners.

#### SECTION IV OFFICERS

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 business require. Each officer shall hold office for the term of one year and until a successor is elected and qualified. No officer shall receive any compensation from the Association for acting in that capacity.

2. **Qualification.** Each officer (president, vice president, secretary, and treasurer) shall be a Owner (or if an Owner is a trustee of a trust, a principal officer may

be the trustee or a beneficiary of the trust, and if an Owner is a corporation or a partnership, an officer may be an officer or a partner of the corporation or partnership). The Board may elect non-Owners to fill the positions of assistant officers if they feel that additional expertise is needed.

3. **The President.** The president shall be the chief executive officer of the Association. The president shall preside over all meetings of the members and of the Board and shall be ex officio a member of all standing committees.

4. **The Secretary.** The secretary shall attend all meetings of the members, of the Board, and of any executive committee and shall preserve in books of the Association true minutes of the proceedings of all meetings. The secretary shall safely keep in custody any seal of the Association and shall have authority to affix the seal to all documents on which its use is required. 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.

5. **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, taking proper vouchers for the disbursements, 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.

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 remain an officer for a term equal to that remaining of the officer whose death or resignation created the vacancy and until a successor has been duly elected and qualified.

7. **Resignation and Removal.** An officer 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 officers may be removed, with or without cause, by the vote of a majority of the Board of Directors.

## SECTION V INDEMNIFICATION

1. **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.

2. **Authorization of Indemnification.** Any indemnification under this section V (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 Owners 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 members.

3. **Advancing of Expenses.** The Association may pay expenses incurred in defending a civil or criminal action, suit, or proceeding described in section V 1 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.

4. **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.

## SECTION VI GENERAL PROVISIONS

1. **Liability of Members.** The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under these Bylaws. However, the liability of

2. **Signing of Documents.** All checks, drafts, and orders for payment of money shall be signed in the name of the Association by an officer or officers or agent or agents as the Board shall from time to time designate for that purpose. When the signing of any contract, conveyance, or other document of title has been authorized without specification of the signing officers, the president, or a vice president, if any, may undertake the signing in the name or on behalf of this Association without attestation, acknowledgment, or seal.

3. **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.

4. **Seal.** The Association may adopt a seal, but is not required to do so. Any seal of the Association shall have inscribed the name of the Association and the words "Corporate Seal, Michigan." The seal may be used by causing it to be impressed or affixed on a document.

5. **Fiscal Year.** The fiscal year of the Association shall be fixed by resolution of the Board.

## SECTION VII AMENDMENT OF BYLAWS

1. **Amendment Procedures.** These Association Bylaws may be amended or repealed by the Board of Directors or by the Members, in either case by a majority of those present and voting at a regular or special meeting. 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 on.

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**EXHIBIT A**

**CONDOMINIUM BY-LAWS**

**WOODLAND OFFICE CENTER**

**ARTICLE I**

**ASSOCIATION OF CO-OWNERS**

A. Woodland Office Center, an office/business Condominium project located in the Township of Milford, Oakland County, Michigan, shall be administered by an organization of Co-Owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, property, easements and affairs of the Condominium Project in accordance with the Master Deed, these By-Laws, the Articles of Incorporation, By-Laws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-Owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

B. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

1. Each Co-Owner shall be a member of the Association and no other person or entity shall be entitled to membership. Membership in the Association shall be limited to persons or entities who own one (1) or more Units in the Project.
2. The share of a Co-Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium Project.
3. Except as limited in these By-Laws, each Co-Owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-Owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.
4. No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. No Co-Owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 7 of this Article I. The vote of each Co-Owner may only be cast by the representative designated by such Co-Owner in the notice required in sub-paragraph "c" below or by a proxy given by such individual representative.

IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed the day and year first written.

Stonecrest Land Development, LLC, a  
Michigan Limited Liability Company

By:   
Timothy Adams, Member

STATE OF MICHIGAN     )  
                                      ) ss.  
COUNTY OF                )

On September 7, 2004, the foregoing Master Deed was acknowledged before me by **Timothy Adams**, as Member of **Stonecrest Land Development, LLC** with full authority to act on behalf of said entity.

  
Bruce M. Hug  
Oakland County, Michigan  
My Commission Expires: 9/16/2004  
Acting in Oakland County

DRAFTED BY AND RETURN TO:

BRUCE M. HUG  
Attorney and Counselor  
2254 E. Highland Road  
Highland, Michigan 48356  
(248) 889-6333

## ASSOCIATION BYLAWS OF WOODLAND OFFICE CENTER CONDOMINIUM ASSOCIATION

### SECTION I CONDOMINIUM BYLAWS

The Condominium Bylaws of Woodland Office Center Condominium Association, a condominium project, attached as a part of the Master Deed pertaining to the Project and recorded in the office of the Register of Deeds of Oakland County, Michigan, are incorporated by reference and adopted in their entirety as a part of the Bylaws of this Association. The capitalized terms in these Bylaws shall have the meanings given to them in the Condominium Bylaws and in the Master Deed. In the event of a conflict between these Bylaws and the Condominium Bylaws, the Condominium Bylaws shall govern.

### SECTION II MEETINGS AND QUORUM

1. **Membership Meetings.** Each Unit Owner shall be a member of the Association and for purposes of these bylaws are sometimes called *Members*.
2. **Annual Meeting of Members.** The annual meeting of members shall be held on each year at the date, time, and place designated by the Board of Directors. Notice of all annual meetings shall be given at least 14 days prior to the meeting, and transmitted as required by the Condominium Bylaws.
3. **Delayed Annual Meeting of Members.** If, for any reason, the annual meeting is not held on the day designated by the Board of Directors, the meeting may be called and held as a special meeting with the same proceedings as at an annual meeting.
4. **Special Meetings of Members.** Special meetings of the members may be called by the president, by a majority of the Board of Directors, or by Owners having at least 35 percent of the votes entitled to notice of the meeting. Notice of special meetings shall be provided in the same manner as for annual meetings.
5. **Regular Meetings of the Board.** The Board may hold regular meetings at times and places it determines. Notice of regular meetings shall be given to each Director personally or by mail, telephone, fax, or e-mail at least five days before the date of the meeting. Regular meetings of the Board of Directors may be held by telephone or e-mail in lieu of all of the Board of Directors meeting at one location.
6. **Special Meetings of Board.** Special meetings of the Board may be called by the president or by any two Directors by written notice to each Director of the time, place, and purpose of the meeting, at least three days before the date of the meeting. Special meetings of the Board of Directors may be held by telephone or by e-mail in lieu of all of the Directors meeting at one location.
7. **Notice and Mailing.** All written notices required to be given to members by any provision of these Bylaws shall state the authority pursuant to which they are

issued (e.g., "by order of the president" or "by order of the Board of Directors"). If by email, each notice shall be deemed served when sent. If mailed, each notice shall be deemed duly served when it has been deposited in the U.S. mail, with postage fully prepaid, plainly addressed to the addressee at the addressee's last address appearing on the membership records of the Association.

8. **Waiver of Notice.** Notice of the time, place, and purpose of any meeting of the members or of the Board of Directors may be waived by e-mail, fax, or other writing, either before or after the meeting has been held. Attendance at any meeting of the Board constitutes a waiver of notice, except when a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

9. **Quorum.** A quorum of the members shall be as set forth in the Condominium Bylaws. A majority of the Directors then in office shall constitute a quorum for the transaction of business. Members or Directors present or represented at any such meeting 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 30 days, without notice other than announcement at the meeting, until a quorum is present or represented.

### SECTION III BOARD OF DIRECTORS

1. **Number and Term.** The business, property, and affairs of the Association shall be managed by a Board of Directors composed of not less than three nor more than five members. The number of persons comprising each subsequent Board shall be determined by vote of the members before the establishment of each Board. However, if a motion is not made and carried to increase or decrease the number of Directors, the Board shall consist of the same number of persons as previously comprised the full Board of Directors.

In addition, the members may, by resolution duly made and passed, provide that in lieu of annually electing all Directors, the Directors shall be divided into two or three 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, and that of the third group, if any, will expire at the third annual meeting after their election. At each annual meeting after the classification of the Board of Directors, a number of Directors equal to the number of the group whose term is expiring shall be elected to hold office until the second succeeding annual meeting if there are two groups or until the third succeeding annual meeting if there are three groups.

2. **Qualification.** Each Director shall be an Owner (or if an Owner is a trustee of a trust, a Director may be the trustee of the trust or a beneficiary, and if an Owner is a corporation or a partnership, a Director may be an officer or a partner of the Owner). If a Director ceases to meet the qualifications during the Director's term, the

Director shall cease to be a Director, and that place on the Board shall be deemed vacant.

3. **Vacancies.** Vacancies in the Board 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.

4. **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 votes of Owners.

5. **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. **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 to administer the affairs of the Condominium as set forth in the Condominium Bylaws.

7. **Rules and Regulations.** The Board of Directors may propose regulations respecting the use and enjoyment of the Units and Common Elements of the Condominium and other rules and regulations necessary to maintain and operate the Condominium. All regulations and amendments shall be adopted and promulgated in the manner set forth in the Condominium Bylaws. All rules and regulations imposed by the first Board of Directors before the initial meeting of members shall be binding on all subsequent members unless amended.

8. **Compensation.** Directors shall receive no compensation for their services as directors unless expressly provided for in resolutions duly adopted by not less than 60 percent of all Owners.

#### SECTION IV OFFICERS

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 business require. Each officer shall hold office for the term of one year and until a successor is elected and qualified. No officer shall receive any compensation from the Association for acting in that capacity.

2. **Qualification.** Each officer (president, vice president, secretary, and treasurer) shall be a Owner (or if an Owner is a trustee of a trust, a principal officer may

be the trustee or a beneficiary of the trust, and if an Owner is a corporation or a partnership, an officer may be an officer or a partner of the corporation or partnership). The Board may elect non-Owners to fill the positions of assistant officers if they feel that additional expertise is needed.

3. **The President.** The president shall be the chief executive officer of the Association. The president shall preside over all meetings of the members and of the Board and shall be ex officio a member of all standing committees.

4. **The Secretary.** The secretary shall attend all meetings of the members, of the Board, and of any executive committee and shall preserve in books of the Association true minutes of the proceedings of all meetings. The secretary shall safely keep in custody any seal of the Association and shall have authority to affix the seal to all documents on which its use is required. 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.

5. **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, taking proper vouchers for the disbursements, 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.

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 remain an officer for a term equal to that remaining of the officer whose death or resignation created the vacancy and until a successor has been duly elected and qualified.

7. **Resignation and Removal.** An officer 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 officers may be removed, with or without cause, by the vote of a majority of the Board of Directors.

## SECTION V INDEMNIFICATION

1. **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.

2. **Authorization of Indemnification.** Any indemnification under this section V (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 Owners 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 members.

3. **Advancing of Expenses.** The Association may pay expenses incurred in defending a civil or criminal action, suit, or proceeding described in section V 1 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.

4. **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.

## SECTION VI GENERAL PROVISIONS

1. **Liability of Members.** The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under these Bylaws. However, the liability of

2. **Signing of Documents.** All checks, drafts, and orders for payment of money shall be signed in the name of the Association by an officer or officers or agent or agents as the Board shall from time to time designate for that purpose. When the signing of any contract, conveyance, or other document of title has been authorized without specification of the signing officers, the president, or a vice president, if any, may undertake the signing in the name or on behalf of this Association without attestation, acknowledgment, or seal.

3. **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.

4. **Seal.** The Association may adopt a seal, but is not required to do so. Any seal of the Association shall have inscribed the name of the Association and the words "Corporate Seal, Michigan." The seal may be used by causing it to be impressed or affixed on a document.

5. **Fiscal Year.** The fiscal year of the Association shall be fixed by resolution of the Board.

## SECTION VII AMENDMENT OF BYLAWS

1. **Amendment Procedures.** These Association Bylaws may be amended or repealed by the Board of Directors or by the Members, in either case by a majority of those present and voting at a regular or special meeting. 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 on.

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