

WOODS OF EDENDERRY

BYLAWS

ARTICLE I ASSOCIATION OF LOT OWNERS

Woods of Edenderry No. 1, the plat of which is recorded in Liber 108, Pages 23 through 31, Woods of Edenderry No. 2, the plat of which is recorded in Liber 109, Pages 61 through 64, Wayne County Records, Woods of Edenderry No. 3, the plat of which is recorded in Liber 111, Pages 91 through 95, Wayne County Records, and all future phases of Woods of Edenderry (collectively, the "Subdivisions"), a residential development located in the Township of Northville, Wayne County, Michigan shall be administered by the Woods Of Edenderry Association, a Michigan non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan and pursuant to the First Amended and Restated Declaration of Restrictions, Conditions and Covenants as recorded in Liber 28819, Page 798, Wayne County Records, as amended from time to time ("Declaration").

ARTICLE II MEMBERSHIP AND VOTING

Section 1. Members. By virtue of acquiring a beneficial ownership interest in a Lot in the Subdivisions, whether by deed, land contract or otherwise, a person shall be deemed automatically to become a member of the Association. Any person transferring all of his or her beneficial ownership interest in a Lot(s), by deed, land contract sale or otherwise, automatically shall be terminated as a member of the Association. Membership in the Association shall be deemed to be an incident to a beneficial ownership interest in a Lot, and in no event may the membership or any rights or privileges thereof be severed or separated from the beneficial ownership interest of a Lot. Notwithstanding the foregoing, the termination of a person's beneficial ownership interest in a Lot, and the consequent termination of his or her membership in the Association, shall not be deemed to relieve such person from any debt or obligation which accrued or arose during the period in which the person was a member of the Association.

Section 2. Classes. There shall be two classes of membership in the Association. Class A membership shall be voting, and Cambridge Development, L.L.C., a Michigan limited liability company ("Developer"), shall be the only Class A member. Class B membership shall be non-voting until the time specified below. Each owner of a Lot shall be a Class B member, and voting therein shall be on a one vote per Lot basis (i.e., each Lot is entitled to one vote, irrespective of how many people own the Lot and hence are members of the Association).

Section 3. Suspension of Voting. Any member who has delinquent dues, fees or charges due on his or her Lot shall not be entitled to vote.

Section 4. Voting. The only voting class of membership in the Association shall be Class A (i.e., the Developer shall have the sole vote in the Association, and the consequent right to

appoint the Board of Directors), until such time as one hundred percent (100%) of the Lots have occupied Dwellings on them or at such earlier time as is designated in writing by the Developer. When one hundred percent (100%) of the Lots in the Subdivisions have occupied Dwellings on them, or at such earlier time as the Developer may specify in writing, Class B members of the Association shall have all voting rights and the Developer shall resign its membership, eliminating classes of members. Thereafter for the Association to take any action it will be necessary for members to approve the same by the applicable majority or super-majority requirements established in the Declaration, the Articles of Incorporation and herein. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 5. Designation of Voting Representative. Lot Owners of each Lot, if there are multiple Owners, shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Lot Owners. Such notice shall state the name and address of the individual representative designated, the Lot number or numbers owned by the Lot Owners, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is a co-Owner. Such notice shall be signed and dated by all of the Owners of the Lot(s) for which the designation is being made. The individual representative designated may be changed by the Lot Owners at any time by filing a new notice in the manner herein provided.

Section 6. Quorum. The presence in person or by proxy of 35% of the Lot Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 7. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the majority defined in the preceding portions of this Article.

ARTICLE III AMENDMENT

Theses Bylaws may be amended by the Developer at any time prior to the First Annual Meeting without the consent of any party. These Bylaws may be amended at any time after the Class B members have all voting rights, provided that the amendment receives the affirmative vote of seventy five (75%) percent of the Association members entitled to vote, and further provided that no such amendment may:

- (a) Eliminate the eligibility of any Lot Owner to vote, or change the basis for voting;
- (b) Purport to have any retroactive effect;
- (c) Change the super-majority (i.e., 75%) voting requirement, or the restrictions on amendments, which are contained in this paragraph;
- (d) Affect or diminish any obligation, responsibility or liability of the Association which is established in the Declaration, as such may be amended, or in any contract or agreement contemplated by the Declaration, as amended; and
- (e) Affect or diminish any rights reserved to the Developer under the Declaration.

ARTICLE IV ASSESSMENTS

The Association shall have the right and the obligation to assess and collect dues, fees or other charges to every Lot Owner in the Subdivisions, except as provided below. The dues, fees or other charges shall be in amounts reasonably sufficient to permit the Association to discharge its responsibilities, liabilities or prerogatives as provided in the Declaration.

Section 1. Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required including a reasonable allowance for contingencies and reserves. It is contemplated that such dues, fees or charges generally shall be levied on a yearly basis, although the Association periodically may levy special assessments to fund extraordinary expenses or to make up for shortfalls in the yearly dues, fees or other charges. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Lot Owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Lot Owner shall not affect or in any way diminish the liability of any Lot Owner for any existing or future assessments.

Section 2. Payments. If any required payment of dues, fees or other charges is not paid within thirty (30) days after the date the same is due, a late charge equal to eight (8%) percent of the payment so overdue shall be assessed. In addition, the Lot Owner shall be assessed interest on overdue payments. Such interest shall accrue at the rate of seven (7%) percent per annum from the date the payment is due, but shall be waived if payment is received within thirty (30) days of the date due.

Section 3. Lien. All dues, fees, charges, late charges and accrued interest shall constitute a lien on any Lot(s) owned by any person responsible for the payment of the same, and the Developer or the Association, as the case may be, may enforce the lien by recording appropriate

instruments confirming the existence of the lien and/or by foreclosing the lien by appropriate legal action. A Lot Owner promptly shall reimburse the Developer and the Association for any costs incurred by any of them (i) in collecting or attempting to collect delinquent dues, fee, charges, late charges or accrued interest, (ii) in preparing or recording an appropriate instrument to confirm the existence of the lien, or (iii) in enforcing or attempting to enforce any lien for delinquent dues, fees, charges, late charges or accrued interest, including without limitation attorneys fees and other litigation costs. Such right of reimbursement shall be in addition to and not in limitation of any other rights or remedies available to the Developer or the Association hereunder or otherwise. In any legal action to enforce the lien hereby created on a Lot, a court of competent jurisdiction shall be empowered to order a sale of any Lot(s) subject to the lien in order to satisfy the lien. Notwithstanding the foregoing, 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.

Section 4. Apportionment. The Association shall charge the same dues to each Lot, irrespective of the size of the Lot. The dues shall be payable by the Lot Owner whether or not the Lot Owner resides in the Subdivisions or has constructed a Dwelling on his or her Lot. Notwithstanding the foregoing, at such time as two-thirds (2/3) of the aggregate number of Lots in the Subdivisions have been sold by the Developer, no dues, fees or other charges shall be payable to the Association with respect to any Lots owned by the Developer. Instead, the financial needs of the Association shall be met by the dues, fees or other charges assessed on the other Lots. If thereafter the Developer sells or otherwise transfers a Lot to an unrelated third party, the Association may levy fees with respect to such Lot.

ARTICLE V MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Lot Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association shall be convened by the Developer within 60 days after the conveyance of legal or equitable title to non-developer owners of 100% of all Lots. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Lot Owner.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the third Tuesday of May each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Lot Owners a Board of Directors in

accordance with the requirements of these Bylaws. The Lot Owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Lot-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Lot Owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Lot Owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Lot Owner at the address shown in the notice required to be filed with the Association by these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Lot Owners cannot be held because a quorum is not in attendance, the Lot Owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 7. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided for the giving of notice of meetings of members. Such solicitations shall specify the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 8. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. Minutes: Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE VI BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The first Board of Directors shall be comprised of three (3) directors to be appointed by the Developer. The Board of Directors shall be increased to five (5) directors at the First Annual Meeting. The Directors, except for the first Board of Directors appointed by the Developer, must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors shall serve without compensation.

Section 2. Election of Directors at and After First Annual Meeting. At the First Annual Meeting three (3) Directors shall be elected for a term of two years and two (2) Directors shall be elected for a term of one year. At such meeting all nominees shall stand for election as one slate and the three persons receiving the highest number of votes shall be elected for a term of two years and the two persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either two or three Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for the two Directors elected at the First Annual Meeting whose terms are one year) of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Declaration or required thereby to be exercised and done by the Lot Owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

- (a) To manage and administer the affairs of and to do all things reasonable and necessary to fulfill the obligations of the Association pursuant to the Declaration.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements for which the Association has responsibility after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Subdivisions.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association.

(h) To make rules and regulations in accordance with these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Subdivisions and to delegate to such committees any functions or responsibilities which are not by law or the Declaration required to be performed by the Board.

(j) To enforce the provisions of the Declaration.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Declaration required to be performed by or have the approval of the Board of Directors or the members of the Association.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the First Annual Meeting caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association.

Section 7. 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 of the

Directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Lot Owners qualified to vote and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement. Any Director whose removal has been proposed by the Lot Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least 10 days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors

of the Association or any successors thereto selected before the First Annual Meeting shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Declaration, the Articles of Incorporation of the Association or these Bylaws.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be association expenses.

ARTICLE VII OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a) President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he or she may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor 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 or her by the Board of Directors.

(c) Secretary. The Secretary shall keep minutes of all meetings of the Board of Directors the minutes of all meetings of the members of the and the Association; he or she 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. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such

depositories as may, from time to time, be designated by the Board of Directors.

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 or her 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 who 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 VIII SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE IX FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses and any other expenses incurred by or on behalf of the Association and the Lot Owners. Such accounts and all other Association records shall be open for inspection by the Lot Owners during reasonable working hours upon reasonable advanced notice. The Association shall prepare and distribute to each Lot Owner at least once a year a financial statement, the contents of which shall be defined by the Association.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts

or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE X INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, 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 as otherwise prohibited by law; provided that, 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 Association (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest 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. At least ten days prior to payment of any indemnification which it has approved, the Association shall notify all Lot Owners thereof. Further, the Association is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XI DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Declaration unless otherwise specifically defined herein.

ARTICLE XII SEVERABILITY AND CONFLICTS

In the event that any of the terms, provisions or covenants of these Bylaws or the Declaration are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable. If any provision of these Bylaws is inconsistent with any provision of the Declaration, the Declaration shall control.

ASSIGNMENT

For valuable consideration and pursuant to the provisions of the First Amended and Restated Declaration of Restrictions, Conditions and Covenants, as recorded in Liber 28819, page 798, Oakland County Records, as amended by First Amendment to First Amended and Restated Declaration of Restrictions, Conditions and Covenants, as recorded in Liber 29740, Page 4879 (collectively, the "Declaration"), Cambridge Development, L.L.C. (the "Developer"), being the Developer of Woods of Edenderry No. 1, 2 and 3 does hereby assign to the Woods of Edenderry Association, all its rights as set forth in the Declaration, reserving unto the Developer, so long as the Developer owns any Lot in any of the Woods of Edenderry Subdivisions, (a) all rights of Architectural Control with respect to approval of plans, specifications, drawings, elevations, submissions or other matters with respect to the construction or location of any improvement on any Lot (b) the right to approve any amendment to the Declaration and (c) the rights reserved in Article IX of the Declaration.

Dated: 5/21/01

CAMBRIDGE DEVELOPMENT, L.L.C.

By: 

Mark F. Guidobono

Its: Member

RECEIVED

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**NON-PROFIT
ARTICLES OF INCORPORATION
OF
WOODS OF EDENDERRY ASSOCIATION**

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

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

**ARTICLE I
NAME**

The name of the corporation is Woods of Edenderry Association. /

FILED

JAN 03 1997

**ARTICLE II
PURPOSES**

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

The purposes for which the corporation is formed are as follows:

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- (a) To encourage and to promote the highest standards of management, maintenance, preservation and administration for the Woods of Edenderry Subdivisions located in Northville Township, Michigan and hereinafter referred to as "Woods of Edenderry" and to assist the members of the corporation in maintaining such property as a residential development of the highest quality;
- (b) To provide information, guidance and service to all members of the corporation;
- (c) To represent all members of the corporation on matters of mutual interest before all governmental and administrative bodies, boards and agencies;
- (d) To provide coordination and assistance to all governmental authorities having jurisdiction over fire protection, police protection and other governmental activities with respect to all property within the Woods of Edenderry;
- (e) To maintain and administer certain Common Areas located in the Woods of Edenderry as is provided in the First Amended and Restated Declaration of Restrictions, Conditions and Covenants for Woods of Edenderry as has been recorded in the office of the Wayne County Register of Deeds (the "Declaration");
- (f) To borrow money and mortgage, pledge or secure any and all of its real or personal property as security for money borrowed or debts incurred in fulfillment of the purposes of and in connection with the lawful affairs of the corporation;
- (g) To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, license, transfer, dedicate for public use or otherwise dispose of any property, real or personal, in fulfillment of the purposes of and in connection with the lawful affairs of the corporation;
- (h) To fix, establish, levy and collect from the owners of Lots in the Woods of Edenderry Subdivisions (the "Owners") dues, fees, charges and assessments and to enforce the lien to secure the payment thereof which is provided in the Declaration;
- (i) To establish and enforce rules and regulations for utilization of the Common Areas and of the improvements and facilities located thereon by the Owners and all other lawful users;
- (j) To arrange and contract for building maintenance, landscaping, security, management and other maintenance services and any other functions on behalf of the members of the corporation and Owners to the extent provided in the Declaration or otherwise delegated to the corporation; provided, however, that any such services or functions provided for the benefit of less than all of the members of the corporation shall be borne solely by the members benefitted thereby, as the case may be;
- (k) In general, to do all acts necessary to perform, enforce and administer any duties, powers and rights conferred upon the corporation by the Declaration or by the members of the corporation and to have and exercise any and all powers,

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and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Michigan by law may now or hereafter have or exercise.

**ARTICLE III
ADDRESSES**

Address of the first registered office is 17162 Stonebrook Drive, Northville, Michigan 48167

**ARTICLE IV
RESIDENT AGENT**

The name of the first resident agent is Mark F. Guidobono.

**ARTICLE V
BASIS OF ORGANIZATION AND ASSETS**

Said corporation is organized upon a non-stock, membership basis.

The value of assets which said corporation possesses is--- Real Property: None
Personal Property: None

Said corporation is to be financed under the following general plan: Assessment of members

**ARTICLE VI
INCORPORATOR**

The name of the incorporator is Suzanne S. Reynolds and her place of business is 33 Bloomfield Hills Parkway, Suite 100, Bloomfield Hills, Michigan 48304.

**ARTICLE VII
EXISTENCE**

The term of corporate existence is perpetual.

**ARTICLE VIII
MEMBERSHIP AND VOTING**

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

- (a) The members of the corporation shall consist of Cambridge Development, L.L.C., a Michigan limited liability company, (the present "Declarant" under the Declaration), or its duly designated successor under the Declaration and each of the owners of a lot as defined in the Declaration. Membership shall be of two classes as set forth below.
- (b) Except as set forth herein, no other person or entity shall be entitled to membership in the corporation.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except automatically to a successor within the Woods of Edenderry Subdivision.
- (d) There shall be two classes of membership. The Declarant (or its duly designated successor) shall be the only Class A member and the Owners shall be the only Class B members.
- (e) Voting shall be in accordance with the provisions of the Declaration and Bylaws of the Corporation.

**ARTICLE IX
BYLAWS AND AMENDMENT THEREOF**

- (a) The Class A Member of the corporation shall adopt such Bylaws as are germane to the purposes of the corporation and permitted by the laws of the State of Michigan;
- (b) Amendment of the Bylaws of the corporation shall be effected only in accordance with the amendatory provisions of the Bylaws. Prior to the time of conveyance by Declarant of all of the Lots in the Woods of Edenderry Subdivisions (including those proposed phases) the Bylaws may be amended only by the Class A Member.

**ARTICLE X
AMENDMENT OF ARTICLES OF INCORPORATION**

- (a) The Articles of Incorporation may be amended only upon due notice at a meeting of members called specifically for the purpose of such amendment.
- (b) Amendments to the Articles of Incorporation shall be adopted only upon the proposal and with the affirmative approval of the Class A member until conveyance by Declarant of all of the Lots. Thereafter, amendments to these Articles of Incorporation shall be adopted only upon the majority vote of the Class B members in the Association; provided, however, that there shall be no such amendment to these Articles without the written consent of the Class A member until conveyance of the last Lot to be included in the Woods of Edenderry Subdivisions.

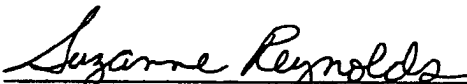
**ARTICLE XI
LIMITATION OF LIABILITY OF DIRECTORS AND OFFICERS**

No volunteer director or volunteer officer, as those terms are defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director or officer, provided that the foregoing shall not eliminate the liability of a director for any of the following: (i) breach of the director's or officer's duty of loyalty to the corporation or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director or officer derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article shall apply to or have any effect on the liability of any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

Signed this 27th day of December, 1996.

When filed, return to:

Suzanne S. Reynolds
DROLET, FREEMAN, COTTON,
MACADDINO & NORRIS, P.C.
33 Bloomfield Hills Parkway, Suite 100
Bloomfield Hills, Michigan 48304


Suzanne S. Reynolds, Incorporator