

**BEADLE BAY III PROPERTY OWNERS ASSOCIATION
AMENDED CORPORATE BYLAWS
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**ARTICLE I
INCORPORATION OF DECLARATION**

The Beadle Bay III Property Owners Association is charged with the responsibility for administration of the Beadle Bay III Subdivision and common areas, as provided for by Beadle Bay III Property Owners Declaration of Covenants, Conditions and Restrictions, recorded in parts of Sections 7 and 8, Township 17 North, Range 10 East, Township of Caseville, Huron County, Michigan, (all of which are collectively referred to herein as the "Declaration"), and all of which are incorporated herein by reference. All terms used herein shall have the same meaning as in said Declaration.

**ARTICLE II
MEMBERSHIP AND MEETINGS**

Section 1. **Membership in the Association.** Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

A. **Designation of Members:** Each record fee simple owner of a lot in the Subdivision shall be a member of the Association, except that in the case any owner is selling a lot pursuant to an executory Land Contract, the land contract vendee, rather than the record fee simple owner shall be considered the "Owner" for purposes of these Bylaws until said Land Contract is forfeited, foreclosed or otherwise terminated, and no other person or entity shall be entitled to membership.

B. **Owners Share of the Funds.** The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to a lot in the Subdivision.

C. **Qualification to Vote.** Except as limited in these Bylaws, each Owner shall be entitled to one vote for each lot owned, provided that said Owner is in good standing and not in default of any payment of regular or special assessments against said Owner's lot or in violation of any provision of the Declaration. Voting shall be by number. In the case of any lot owned jointly by more than one owner, the voting rights appurtenant to that lot may be exercised only jointly as a single vote. If the Owners cannot agree a vote, no vote will be cast.

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D. **Evidence of Ownership for Voting Purposes.** No Owner shall be entitled to vote at any meeting of the Association until he has presented record evidence of ownership of, or a Land Contract vendee's interest in, a lot in the Subdivision.

E. **Quorum.** A quorum for holding a meeting of the members of the Association shall be as required in the Declaration.

F. **Voting.** Votes may be cast in person or in writing duly signed by the member 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 or due date established for voting by alternative means, by mail, fax, delivery, e-mail or any other method approved by the Association in advance of the vote. Cumulative voting shall not be permitted.

G. **Majority.** Unless otherwise provided, any action which could be authorized at a meeting of the members or by alternative voting methods allowed hereunder shall be authorized by an affirmative vote of more than fifty (50%) percent in number of the members in person, proxy or by written vote. The foregoing statement and any other provision of the Declaration requiring approval of a majority (or other stated percentage) of the members or Owners shall be construed to mean, unless otherwise specifically stated, a majority (or other stated percentage) in number of those qualified to vote.

Section 1. **Majority Calculation.** For the purposes of setting a quorum to conduct an official meeting, the total number of Lots in BB3 is 131 lots. Therefore 35% of 131 lots is 46 lots which represents a quorum. When voting on items beyond the board's authorization, the number of votes required is 50% of the member of lot owners attending in person, proxy or by written vote consistent with Article I Item F.

H. **Action without Meeting.** Any action which may be taken at a meeting of the members may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in these Bylaws for the giving of notice of meetings of such members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) 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 (1) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (2) a number of approvals which equals or exceeds the number of votes which would be required for approval of the action 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 casts.

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Section 1. **Place of Meetings.** Meetings of the Association members shall be held at such suitable places convenient to the Owners as may be designated by the Board of Directors.

Section 2. **Annual Meetings.** Annual meetings of members at the Association shall be held in the month of June each succeeding year at such time and place as determined by the Board of Directors. The Board of Directors may, acting by a two-thirds (2/3) majority vote, change the date of the annual meeting in any given year provided that at least one annual meeting is held in each fiscal year. Written notice of each annual meeting, as well as any change in the date of the annual meeting as provided for herein, shall be given to all Owners at least ten (10) days before the date for which the meeting is or was originally scheduled. At the annual meeting, there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Article III of these Bylaws. The Owners may also transact at the annual meetings, such other business of the Association as may properly come before them.

Section 3. **Special Meetings.** It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition signed by more than 25% of the Owners in number presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice. Any such meeting requested shall be held not less than 10, nor more than 60, days after the request is made.

Section 4. **Notice of Meetings.** It shall be the duty of the Secretary (or other Association officer in the Secretary's absence), or any managing agent, to serve a notice of each annual meeting or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Owner, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The personal delivery, mailing postage prepaid, via email or delivery by written communication by any other means authorized by the Board of Directors in advance of a meeting, of a notice to the owner at the address of the Lot owned by the Owner 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. Attendance at any meeting shall be deemed a waiver of notice.

Section 5. **Adjournment for Lack of Quorum.** If any meeting of Owners cannot be held because a quorum is not in attendance, the Owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. A majority of members present at any duly constituted meeting of the Association may adjourn such meeting from time to time as they may decide.

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Section 6 **Minutes.** Minutes or a similar record of the proceedings of meetings of members, or of the Board of Directors, 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 III
BOARD OF DIRECTORS**

Section 1. **Qualification of Directors.** The affairs of the Association shall be governed by a Board of Directors all of whom must be Owners of Lots in the Subdivision. The Board shall consist of five (5) members. No more than one person from any Lot may run for the Board at any time. Directors shall serve without compensation. All Directors must be in good standing (current in all payments to the Association and not in violation of any provision of the Declaration) in order to run for, be elected or continue to serve on the Board.

Section 2. **Term of Directors.** At the first annual meeting following adoption of these Bylaws, all five (5) members of the Board shall stand for election as a single slate. The three (3) candidates receiving the highest number of votes shall be elected for a ~~two~~ year **four year term**, and the two (2) candidates receiving the next highest numbers of votes shall be elected for a term of one year **four years**. In each year thereafter either three (3) or two (2) directors shall be elected for a two-year **four-year** terms depending on how many directorships expire that year (not counting election of directors to fill vacancies created mid-term). After the initial meeting hereunder, directors shall serve **four-year** terms, and shall hold office until their successors have been elected and hold their first meeting.

Section 3. **Powers.** The Board of Directors shall be the powers and duties set forth in the Declaration, Articles of Incorporation and these Bylaws.

Section 4. **Vacancies.** Vacancies in the Board of Directors 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 appointed shall be a director until the end of the term of the Director who he/she replaced and a successor is elected at such annual meeting of the Association.

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Section 5. **Removal of Directors.** At any regular or special meetings of the Association duly called and held, any or more of the directors may be removed with or without cause only by a majority of all of the Owners in number (not just a majority of a quorum or a majority of those voting) and a successor may then and there be elected to fill the vacancy thus created.

Any director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

Section 6. **First Meeting of New Board.** The first meeting of a newly elected Board of Directors shall be held within fourteen (14) days of election at such place and time 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, provided a majority of the entire Board is present at such a meeting.

Section 7. **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.

Notice of regular meetings of the Board of Directors shall be given to each director, personally, or by mail, facsimile, electronically, telephone or telegraph (to the extent available and approved by the Board) at least fourteen (14) days prior to the date of the meeting, unless waived by said director.

Section 8. **Special Meetings.** Special meetings of the Board of Directors may be called by any director on forty-eight (48) hours notice to each director, given personally, or by mail, telephone, electronically, facsimile or telegraph (to the extent available and approved by the Board), which notice shall state the time, place and purpose of the meeting.

Section 9. **Waiver of Notice.** Before or at any meeting of the Board of Directors, any director may, in writing or orally, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by that director 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 trans-acted at such meeting.

Section 10. **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 director's present at a meeting at which a quorum is present shall be the acts of the Board of Directors. A Director will be considered present and may vote on matters before the Board by telephone, teleconference, and web conference or by any other method approved by the Board allowing discourse and the exchange of views between the members of the Board. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting. At any such adjourned meeting, any business which might have been transacted at the

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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. No proxies are allowed.

Section 11. **Action without Meeting.** Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by all members of the Board of Directors.

Section 12. **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 for such bonds shall be expenses of administration.

Section 13. **Closing of Board of Directors' Meetings to Members; Privileged Minutes.**
The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or Michigan Court Rules.

**ARTICLE IV
OFFICERS**

Section 1. **Designation.** The principal officers of the Association shall be a president, vice president, secretary and treasurer. The directors may appoint 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. All officers must be members of the Board of Directors.

Section 2. **Appointment.** The officers of the Association shall be appointed annually by the Board of Directors and shall hold office at the pleasure of the Board.

Section 3. **Removal.** Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed by the Board of Directors either with or without cause, and the successor to the removed officer may be elected at any regular

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meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. **President.** The president shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The president shall have all of the general powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members of the Association from time to time in the president's discretion as may be deemed appropriate to assist in the conduct of the affairs of the Association.

Section 5. **Vice President.** The vice president shall take the place of the president and perform the president's 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 do so on an interim basis. The vice president shall also perform such other duties as shall from time to time are imposed by the Board of Directors.

Section 6. **Secretary.** The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association and shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and the secretary shall in general, perform all duties incident to the office of the secretary.

Section 7. **Treasurer.** The treasurer shall have responsibility for all Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The treasurer shall be responsible for the deposit of all monies and other valuable papers of the Association, in the name of and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors.

**ARTICLE V
FINANCES**

Section 1. **Administration.** The finances of the Association shall be handled by the Board of Directors in accordance with these Bylaws.

Section 2. **Fiscal Year.** The fiscal year of the Association shall be an annual period commencing on July 1st and ending June 30th each year, as initially determined by the Board of Directors. The commencement date of the fiscal year of the Association shall be subject to change by the Board of Directors for accounting reasons or other good cause.

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Section 3. **Banking and Contracts.** Funds of the Association shall only have a bond rating of BBB or better, also known as bank quality ratings. No contract for services of any kind shall extend for a period of one (01) year, unless the contract can be liquidated at any time without penalty. The Board (and any manager) will be without authority to sign contracts not in compliance with these requirements.

Section 4. **Collection of Assessments.** The following provisions shall apply to collection of assessments pursuant to the Declaration:

A **Default** - The Association has approved that any assessments in default for more than 15 days will be assessed an additional \$50.00 per lot owned. Any home or lot owner that becomes delinquent in their payment for more than thirty (30) days past the due date will be assessed an additional \$25.00 late payment fee. The \$25.00 late fee will be assessed each month until the dues are paid in full, which will include any legal fees, liens and court fees.

The Board of Directors may revise said uniform late charges and may levy additional late fees for special and additional assessments, without the necessity of an amendment, by rule and regulation.

B. **Liability for Expenses, and Application of Payments.** All expenses incurred in collecting unpaid assessments, including interests, fines, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens or costs paid by the Association to protect its lien, shall be chargeable to the Owner in default and shall be secured by the lien on his/her Lot. Each Owner (whether one or more persons) shall be personally liable for the payment of all assessments (including late fees and cost of collection and enforcement of payment) levied against his Lot while such Owner has an ownership interest therein. Payments on account of installments of assessments in default shall be applied as follows: first, to cost of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines and late fees on such installments; and third, to installments in default in order of their due dates.

C. **Assessment Status upon Sale of Lot.** Upon the sale or conveyance of a Lot, any unpaid assessments, interest, late fees, fines, costs and attorney's fees against the Lot shall be paid out of the net proceeds of the sale price to the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid and (b) payments due under mortgages having priority to the unpaid assessments. A purchaser of a Lot is entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late fees, fines, costs and attorney's fees in excess of the amount set forth in such written statement, nor

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shall the Lot be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five (5) days before the conveyance shall be liable for any unpaid assessments against the Lot together with interest, late fees, fines, costs and attorneys' fees incurred in connection with the collection of such assessments.

D. Assessment of Expenses for Violation of Covenants & Restrictions.

Enforcement of the Covenants & Restrictions of this Association shall include a **twenty-five (\$25.00)** penalty for each violation and any costs in collecting unpaid assessments, such as interest, fines, actual attorney's fees (not limited to statutory fees), along with costs associated with filing of "**Violation of Property Owners Association Covenants & Restriction**", shall be chargeable to the owner in default. Each owner (whether one or more persons) shall be personally liable for payment of costs (including any late fees and cost of collection and enforcement of payment) levied against his lot while such owner has an ownership interest therein. Payment on account of installments of any assessments in default shall be applied to the outstanding default as outlined in **Article V, Section 4, Collection of Assessments, and Paragraph B.**

E. Placement of Liens. Any unpaid assessment such as dues, legal fees or Violation of Covenants & Restrictions, which remain unpaid for a period of one 90 days, shall have a lien placed on the property until all arrears are current. The costs of placement or removal of the lien shall be the sole responsibility of the property owner of the lot.

Section 5. **Asset Preservation Plan.** The Beadle Bay III Association "Board of Directors" as identified in the Bylaws is required to and will develop and maintain an "Asset Preservation Plan". The Plan will identify the areas (waterways and roadways) that require annual or on-going maintenance and or repair so as to preserve and protect said assets on behalf of the association.

A. Purpose: To identify on an on-going basis the overall maintenance requirements and costs associated with maintaining said assets as described above. The Plan will identify on an annual and every 5 year basis, any long term requirement (10 to 30 years) to maintain, update or improve said assets. The planning tool will be used to develop any short or long term budget requirements to reduce or negate the need to request significant budget increases except for normal, routine and customary costs associated with those as identified on the annual budget.

B. Requirements: The Board of Directors is required to develop, maintain and review on an annual basis, an annual and or long term budget so as to identify costs associated with maintaining said assets.

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C. **Reporting**: The board of Directors is required to report to the membership at the annual meeting or other meeting as stipulated in the bylaws or as agreed upon by the association, the long term asset preservation plan and status of funding to support any required maintenance, repair or capital improvement projects.

D. **Funding & Responsibility**: The Board of Directors is required to open and maintain an interest bearing account and maintain adequate funding to offset significant capital investments for the maintenance and preservations of said assets. The elected Treasurer is responsible for maintaining and reporting on the status of said interest account and on the status of the Asset Preservation Plan.

E. **Financial Auditing**: An external Auditing Company will be contracted to review the status of this plan including funding and will complete a financial audit and provide a written report to the association board. The contents of the report will be reviewed and copies made available during the annual association meeting.

Section 6. **Dues**:

A. Association dues are assigned during the annual meeting, and if an increase is necessary voting is completed consistent with item B. The current assessment per lot is communicated via an annual dues notice submitted 30 days prior to the due date of June 30. The dues are payable by June 30 of each year for the ensuing year. Any default in payment of dues will be assessed consistent with Article V Section 4A.

B. The maximum annual assessment may be increased each year by the Board of Directors not more than ten percent (10%) above the maximum assessment for the prior year without a vote of the owners (it being understood that the maximum annual assessment for any year may be increased by more than ten percent (10%) above the maximum assessment for the assessment for the prior year upon the affirmative vote of fifty-five (55%) of the owners voting in person, or by proxy, at a meeting duly called for that purpose).

C. The Board of Directors may, after consideration of the current fiscal needs of the association, fix the actual annual assessment for any year at an amount less than the maximum herein otherwise permitted.

Section 7. **Expenditures**.

A. All expenses that the association incurs shall be included in the annual budget of the association and are paid by the Treasurer of the association as they occur. Expenses are reviewed by the Board of Directors and can be adjusted on an annual basis by the same.

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B. Any **minor** expenditure, up to **\$2,000.00**, that is not already approved in the annual budget can be undertaken, but it must have the express approval of the Board of Directors before proceeding. This might include such items as major storm damage where trees have to be removed from the roadway, etc. If the expenditure exceeds the above limit, the undertaking is classified as a **major** project and must be presented to the membership of the association at the annual meeting or a special meeting called for that purpose, for their prior approval before proceeding with any **major** undertaking.

ARTICLE VI - INDEMNIFICATION

Section 1. **Indemnification.** Indemnification of any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal including all appeals (other than an action, suit, or proceeding by or in the right of the Corporation), by reason of the fact that he or she is or was a Director, officer, or employee of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, or employee of another corporation (whether non-profit or for profit), partnership, joint venture, trust or other enterprise, shall be in accordance with the provisions contained in the Articles of Incorporation for the Association.

Section 2. **Rights not Exclusive.** The indemnification of advancement of expenses provided by the Articles of Incorporation shall be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled as a matter of law, these Bylaws or any contractual agreement. However, the total amount of expenses for indemnification from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for in the Articles of Incorporation shall continue as to a person who has ceased to be a Director, officer, or employee and be benefit of the heirs, executors, and administrators of such a person.

Section 3. **Directors and Officers Liability Insurance.** The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, or employee of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, or employee of another corporation (whether non-profit or for profit), partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of the Articles of Incorporation or of the Michigan Non-Profit Corporation Act.

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**ARTICLE VII
AMENDMENTS**

Section 1. **Proposal of Amendments.** Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by thirty-five (35%) percent or more in number of all members by instrument in writing signed by them.

Section 2. **Voting.** Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws, or the same may be submitted for a vote by mail, email, facsimile or other means in accordance with the provisions of Article II hereof.

Section 3. **Approval.** These Bylaws may be amended by the Association at any regular meeting or special meeting called for such purpose, or by other alternative voting methods allowed hereby, provided advance notice of the terms of the proposed amendment is given with the notice of vote. The affirmative vote of a majority of all Owners entitled to vote will be required to approve any amendment.

Section 4. **Copies.** A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with the Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

**ARTICLE VIII
CONFLICT WITH DECLARATION OR STATUTE**

Section 1. **Bylaws.** These Bylaws are set forth to comply with the requirements of Act No. 162 of the Public Acts of Michigan of 1982, as amended, and with the duly recorded Declaration. In case any of the Bylaws conflict with the provisions of said statutes or with the provisions of the Declaration, the provisions of the statutes and the Declaration shall be controlling.

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Note: The following amendments were approved and added into the original bylaws as approved at the annual meeting on the dates specified below:

- * Article V Section 4A, Amendment Number 1. Approved June 13, 2009
- *Article V Section 5, Amendment Number 2 approved June 13, 2009.
- *Article V Section 6, Amendment Number 3 approved June 11, 2011
- *Article V Section 7, Amendment Number 4 approved June 11, 2011.
- *Article V Sections 4A & 6A, Amendment Number 5 approved June 8, 2013.
- *Article V Section 3, Amendment Number 6 approved June 8, 2013.
- * Article IV Section, document, data control approved June 8, 2019
- *Article V Section 4, Amendment Number 7 approved June 8, 2013.
- *Article V Section 4A, 4B, 4E, 6 Article I G, Section 2 approved June 8, 2019
- *Article II G Section I Majority Calculation Approved June 8, 2019
- *Article III Section 2, Changing Board of Director terms from two to four years
- *Article III Section 1, Remove: No more than one person from any Lot may run for the Board at any time