

**SECOND AMENDED REVISED**

**BY-LAWS**

**OF**

**CRESTWOOD MANOR SUBDIVISION ASSOCIATION**

**ARTICLE I**

**NAME AND LOCATION**

The name of this Corporation is CRESTWOOD MANOR SUBDIVISION ASSOCIATION (a.k.a. Hills of Crestwood), hereinafter referred to as the "Association". The mailing address of the Association is P. O. Box 403 Northville, MI 48167. Meetings of members and directors may be held at such places within the State of Michigan as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

**Section 1.** "Association" shall mean and refer to the CRESTWOOD MANOR SUBDIVISION ASSOCIATION, a Michigan Non-Profit Corporation, its successors and assigns.

**Section 2.** "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of the fee simple title to a Lot, including land contract purchasers, but excluding those having such interest merely as security for the performance of an obligation. When more than one person or entity has an interest in the fee title of a Lot, the interest of all such persons collectively shall be that of a single Owner.

**Section 3.** "Lot" shall mean and refer to any numbered Lot shown on any recorded Plat of the CRESTWOOD MANOR SUBDIVISION or any other Lot shown on a recorded Plat of a CRESTWOOD MANOR SUBDIVISION, which is subject to the Restated Declaration of Restrictions.

**Section 4.** "Declaration" shall mean and refer to the Restated Declaration of Restrictions for CRESTWOOD MANOR SUBDIVISION, as recorded in Liber 2465, Page 007, Wayne County Records, and any further Amendments thereto.

**Section 5.** "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in the Restated Declaration and its Amendments.

**Section 6.** "Common Area" shall mean those areas of land within the Subdivision or within any future Subdivision if any, hereafter annexed (including improvements thereto) now or hereafter owned by the Association, which are set aside for the common use and enjoyment of the Owners. References to Common Area shall only apply if Common Area exists.

**Section 7.** "Maintenance Agreement" shall mean and refer to that certain Agreement dated November 29, 1989, between the Crestwood of Northville Limited Partnership, and the Township of Northville and recorded in Liber 24503, pages 673 through 677, Wayne County Records and all amendments.

**Section 8.** "Signed Absentee Ballot" must be returned to the mailing address of the Association or submitted in person no later than the date of vote.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

**Section 1a.** Every Owner of a Lot in the Subdivision shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment. Only persons or entities who own fee simple title to any Lot shall be Association Members.

**b.** All members shall be entitled to one vote for each Lot owned. In no event shall more than one vote be cast with respect to any one Lot.

**Section 2.** An Election Committee consisting of a minimum of three (3) Association members shall be established for all votes of the membership, including but not limited to the election of the Board of Directors at the Annual Meeting and all votes solicited for Special Meetings. The Election Committee shall be established prior to written notice of each meeting being sent to the members. All absentee ballots not submitted in person are to remain sealed until presented to the Election Committee, at which time they will be opened, tabulated and verified by the Election Committee at the meeting. Each Election Committee shall dissolve after the voting results have been verified.

### **ARTICLE IV**

#### **PROPERTY RIGHTS**

**Section 1. Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, whether or not specifically set forth in the deed of conveyance of said Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and the right to use the Common Area and the recreational facilities by an Owner for any period during which any assessment against the

Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to grant easements, dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by a majority of the members.

No such dedication or transfer shall be effective until an instrument agreeing to such dedication or transfer having been signed by 2/3rds of the members entitled to vote has been recorded with the Wayne County Register of Deeds.

(d) the Common Areas, if any, may be used for all forms of recreation, including hiking, nature study, picnicking and similar pursuits in keeping with the nature of the area, as well as for the storage of surface water. No change shall be permitted in any Common Area which would alter any storm water and surface water detention and retention and storage basins or other facilities constructed thereon, if any. Recreational Facilities, including but not limited to bridges, bike paths, picnic shelters, grills and similar items, may be constructed in any Common Area by the Association, provided such does not violate the Restrictions, any Open Space Agreement, any Maintenance Agreement of record, or any designated wetland or woodland, or ordinance, administrative order or law regulating such areas. Nothing in this paragraph, however, shall be construed to create any obligation whatsoever to construct any recreational facilities by the Association, All members of the Association, and guests accompanying said members, shall have equal access to any Common Area and all facilities located thereon, subject to rules and regulations established by the Association, including, but not limited to the right to place limitations on the number of guests or to prohibit guests at certain prescribed times. All efforts shall be utilized by the Association and the membership to preserve and maintain all trees, shrubs and landscaping, if any, within any common areas. No Owner may remove trees and/or shrubs from the common area(s) for planting upon his/her property.

(e) the Association may impose monetary penalties upon and/or obtain restitution from owners as a disciplinary measure (1) for failure of an Owner to comply with the Bylaws, the Declaration or the Rules and Regulations of the Association, or (2) as a means of reimbursing the Association for costs incurred by the Association in the repair of damages to the Common Areas and facilities thereon for which the Owner is allegedly responsible, or (3) to bring an Owner into compliance with the Declaration, Bylaws or Rules and Regulations of the Association.

Additional uses for the Common Area may be established if approved in writing by not less than fifty-one (51%) percent of the members of the Association entitled to vote.

**Section 2. Delegation of Use.** Any owner may Delegate in accordance with the By-laws, his/her right of enjoyment in and to the Common Area and facilities to the immediate family, his/her tenant(s), or his/her land contract purchasers.

## ARTICLE V

### COVENANT FOR ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual general and special assessments, together with interest thereon, late payment fees, collection costs, including reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon, late payment fees costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by them, but shall remain a lien upon the property, unless paid.

**Section 2. Purpose of Assessments.** Assessments shall be levied by the Association against each Owner. Assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of Lots in the Subdivision, and in particular, for the operation, maintenance, management and improvement of the Common Area(s) and facilities thereon, any storm water detention and retention facilities thereon, including but not limited to the payment of cleaning of any detention or retention basins and related facilities; the payment of taxes and insurance; the maintenance, repair and replacement of all Subdivision improvements, including without limiting the generality thereof, walkways, bridges, private storm drainage easements, the wetlands, woodlands, greenbelts, subdivision entrances, entranceways and monuments; for planting and maintenance of trees, shrubs and grass; for operation and maintenance of recreational facilities including bike paths; for caring for vacant Lots; for street lighting and irrigation of plantings; for maintenance of the cul-de-sacs; for providing community services; for security services; for professional fees and insurance; for the cost of labor, equipment, materials, management and supervision for and in connection with any Common Area(s); the maintenance and improvements for the Association; and for the preservation, repair and maintenance of all improvements or facilities constructed or placed within, on or upon or for benefit of the Subdivision and/or the members.

**Section 3. Annual Assessment.** The annual assessment shall be Four hundred and 00/100 (\$400.00) dollars per Lot.

(a) The annual assessment may be increased or decreased each year not more than ten (10%) percent above or below the assessment for the previous year without a vote of the membership, but must be approved by a two-thirds (2/3) vote of the entire Board of Directors.

(b) The annual assessment may be increased or decreased by more than ten (10%) percent, from the previous year's assessment, by a vote of two-thirds (2/3) of members who are entitled to vote, in person, or signed absentee ballot at a meeting duly called for that purpose.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Areas and other areas under the control of the Association, including subdivision entrances, greenbelts, fixtures and personal property, and the preservation of wetlands and woodlands, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are entitled to vote, in person or a signed absentee ballot at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for Actions Authorized Under Section 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members and/or absentee ballots entitled to cast forty (40%) percent of all votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Rate of Assessment.** Both the annual and the special assessments shall be set by the Board of Directors at the uniform rate for the Owners of all Lots and may be collected on an annual basis.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all Lots on the first day of the calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto at least 30 days prior to due date. The due dates for payment of the annual assessment shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid in full within thirty (30) days after the due date shall bear interest from the due date at the rate of eleven (11%) percent per annum and shall be subject to a late payment fee equal to twenty (20%) percent of the amount of the assessment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

**Section 9. Exempt Property.** All Common Areas and all other property exempt from taxation by state or local governments and dedicated for public use shall be exempt from the assessments, charge and lien created herein.

**Section 10. Liability of Board Members.** No Member of the Board shall be personally liable to any Owner, or to any other party, for the damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, or any other representatives or employees of the Association. (See ARTICLE XVI, Indemnity)

**Section 11. Failure of Association to Maintain Common Area.** In the event that the Association shall at any time fail to construct or maintain the Common Area in reasonable order and condition, Northville Township may serve written notice upon the Association or upon the Owners setting forth the manner in which the Association has failed to maintain the Common Area in reasonable condition, and said notice shall include a demand that deficiencies of maintenance be cured within a said reasonable time period. If the deficiencies set forth in the notice or in any notification thereof shall not be cured within said reasonable time or any extension thereof, Northville Township, in order to preserve the taxable values of the properties within the Subdivision and to prevent the Common Area from becoming a public nuisance, may enter upon the Common Area and maintain the same for a reasonable period of time. Said maintenance by Northville Township shall not constitute a taking of the Common Area nor vest in the public any right to use the same. The cost of such maintenance, the cost of notices and hearings by Northville Township and other reasonable administrative costs and legal fees incurred by Northville Township shall be paid by the Association and may become lien on each Lot in the Subdivision, on a pro rata basis, to be assessed and collected as a special assessment on the next annual Northville Township tax, at the discretion of Northville Township, or said costs may be billed directly to the Association. If not paid by the Association, Northville Township may sue to collect said costs and fees and if litigation commences, the Association shall be required to pay, in addition to said costs, all court costs and attorney fees, Northville Township may, at the time of entering upon the Common Area for the purpose of maintenance, file a notice of lien upon the Lots in the Subdivision in the office of the Register of Deeds of the County of Wayne.

## **ARTICLE VI**

### **MEETINGS OF MEMBERS**

**Section 1. Annual Meetings.** A regular annual meeting will be held in the month of May.

**Section 2. Special Meetings.** Special meetings of the members may be called at any time by the president or by vote of the Board of Directors, or upon written request of 30% of the members who are entitled to vote.

**Section 3. Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by distributing a copy of such notice, postage prepaid, at least ten (10) days before such meeting of each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Each member shall register his/her address with the secretary, and notices of meetings shall be mailed to him/her at such address. Such notice shall specify the place, date and hour of the meeting, and in the case of a special

meeting, the purpose of the meeting. If the business of any meeting shall involve any change in the basis amount of the annual assessment set forth in Article V of the Declaration, or any special assessments therein authorized, notice of such meeting shall be given or sent as therein provided.

**Section 4. Quorum.** The presence at the meeting of the members entitled to cast, or of a signed absentee ballot entitled to cast, one-tenth (1/10th) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

## **ARTICLE VII**

### **BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

**Section 1. Number.** The affairs of this Association shall be managed by a Board of

**Directors** not less than five (5), but not more than eleven (11) Directors. (See ARTICLE X, Officers) The Board of Directors shall be elected by the Owners.

**Section 2. Transfer of Right to Appoint Directors.** In the event that the Owners are unwilling or unable to elect a Board of Directors who desire to serve as directors, the outgoing Board of Directors have the right to appoint a management company The fee charged by such Management Agent or other designee and by the directors shall be paid directly by the Association. The right of the Management Agent or other designee to appoint the Board of Directors shall continue until the next annual meeting of the members at which the Owners are willing and able to elect a Board of Directors of Owners who desire to serve as directors.

**Section 3. Term of Office.** At each annual meeting the members of the Association entitled to vote shall elect Directors for a term of two (2) years. Half of the full Board of Directors shall be elected during odd numbered years. In any election year additional Board Members may be elected to fill positions which would constitute a full board of eleven (11) directors.

**Section 4. Resignation.** Any director may resign at any time by providing written notice to the Association. The resignation will be effective on receipt of the notice or at a later time designated in the notice. A successor shall be appointed as provided in Section 6 of the bylaws.

**Section 5. Removal.** Any Director may be removed from the Board, with cause, by a majority vote of the Board of Directors and with or without cause by 2/3 of the vote cast of the members of the Association entitled to vote.

**Section 6. Vacancies.** Vacancies in the Board of Directors caused by death, resignation or removal of a Director shall be filled by appointment by and upon the vote of a majority of the remaining Directors, and such Director or Directors, so appointed, shall serve for the unexpired term of his/her predecessor.

**Section 7. Compensation.** No Director other than as set forth in Section 2, shall receive compensation for any service he/she may render to the Association, except in the event of a management company appointment. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

**Section 8. Qualification.** Each director shall be an owner and a Member of the Association and if same constitutes more than one (1) person only one (1) of such persons may serve as a Director at any one time. If a Director ceases to meet the qualifications during the Directors term, the Director shall cease to be a Director and that place on the Board shall be deemed vacant.

## **ARTICLE VIII**

### **MEETINGS OF DIRECTORS**

**Section 1. Place of Meeting.** The Directors may hold their meetings in such place or places within this State as a majority of the Board of Directors may, from time to time determine.

**Section 2. Meetings.** Meetings of the Board of Directors may be called at any time by the president or the secretary or by a majority of the Board of Directors. The Directors shall be notified in writing, or electronic transmission of the time, place and purpose of all meetings of the Board at least three (3) days prior to the date scheduled for said meeting. Attendance of a Director at a meeting constitutes a waiver of notice of said meeting, except where the Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**Section 3. Quorum.** A majority of the members of the Board of Directors then in office constitutes a quorum for the transaction of business. The vote of the majority of Board of Directors present at a meeting at which a quorum is present constitutes the action of the Board of Directors.

**Section 4. Action Without a Meeting.** Any action which might be taken at a meeting of the Board of Directors may be taken without a meeting if before or after the said action of all members of the Board consent thereto in writing. The written consent shall be filed with the Minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes. Consents may also be by electronic transmission.



## ARTICLE IX

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

**Section 1. Powers.** The Board of Directors shall have power to, in addition to any and all powers conferred by Statute, to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for infraction of the published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, the Declaration, or Open Space Agreement;
- (d) By a majority vote at a duly called meeting may remove a director and declare the office of the removed director immediately vacant in the event such director is absent from three (3) consecutive scheduled meetings of the Board of Directors;
- (e) Employ a manager, an independent contractor, professional maintenance contractors or such other employees as they deem necessary, and to prescribe their duties; and
- (f) To delegate to the appropriate officers the carrying out of its policies and directives.

**Section 2. Duties.** The Board of Directors shall:

- (a) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- (b) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (c) Initiate collection of delinquent assessments including, in their discretion, the foreclosure of the lien against any property for which assessments are not paid after due or to bring an action at law against the Owner personally obligated to pay the same;
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause the Common Area, if any, to be maintained and preserved, as is more fully defined in the Declaration;
- (g) To exercise for the Association all powers, duties and authority vested in or delegated to the Association.

## **ARTICLE X**

### **OFFICERS**

**Section 1.** At the annual meeting of the Association members, the Board of Directors shall select a president, a secretary and a treasurer and may select one or more vice presidents, assistant secretaries and assistant treasurers who shall serve for the period of two (2) years or until their successors shall be chosen. Two or more offices may be held by the same person but an officer shall not execute, acknowledge or verify an instrument in more than one capacity if the instrument is required by law or the Articles of Incorporation or By-laws to be executed and acknowledged or verified by two (2) or more officers.

**Section 2.** The Board of Directors may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the Corporation, including a Managing Agent. All officers and agents shall respectively have such authority and perform such duties in the management of the property and affairs of the Association as may be designated by the Board of Directors. The Board of Directors may remove any officer or agent whenever, in their judgment, the interests of the Association will be served thereby.

**Section 3.** The Board of Directors may secure the fidelity of any or all of such officers by bond or otherwise.

**Section 4.** Officers will assume positions immediately upon completion of selection and previous officers will provide for an orderly transfer of responsibility, documents, etc., from the previous officer within two (2) weeks of the annual meeting.

## **ARTICLE XI**

### **DUTIES OF OFFICERS**

**Section 1. President.** The President shall be the chief executive officer of the Association, and in the recess of the Board of Directors shall have the general control and management of its business and affairs, subject, however, to the right of the Board of Directors to delegate any specific power except

such as may be by statute exclusively conferred upon the President, to any other officer or officers of the Association. He/she shall preside at all meetings of the Directors and all meetings of the members.

**Section 2. Vice-President.** In case of the office of President shall become vacant by death, resignation, or otherwise, or in case of the absence of the President, or his/her disability to discharge the duties of his/her office, such duties shall, for the time being, devolve upon a Board Member who shall do and perform such other acts as the Board of Directors may, from time to time, authorize him/her to do.

**Section 3. Treasurer.** The Treasurer shall have custody and keep account of all money, funds and property of the Association, unless otherwise determined by the Board of Directors, and he/she shall render such accounts and present such statement to the Directors and President as may be required of him/her. He/she shall deposit all funds of the Association which may come into his/her hands in such bank or banks as the Board of Directors may designate. He/she shall keep His/her bank accounts in the name of the Association, and shall exhibit his/her books and accounts, at all reasonable times, to any Director of the Association. He/she shall pay out money as the affairs of the Association require upon the order of the properly constituted officer or officers of the Association, taking proper vouchers therefore; provided, however, the Board of Directors shall have power by resolution to delegate any of the duties of the Treasurer to other officers, and to provide by what officers, if any, all bills, notes, checks, vouchers, orders or other instruments shall be countersigned. He/she shall perform, in addition, such other duties as may be delegated to him/her by the Board of Directors.

**Section 4. Secretary.** The Secretary of the Association shall keep the minutes of all the meetings of the members and Board of Directors in books provided for that purpose; he/she shall attend to the giving and receiving of all notices of the Association to the members, he/she shall have charge of the books and papers as the Board of Directors may direct; all of which, shall, at all reasonable times, be open to the examination of any Director. In addition, he/she shall perform other duties as may be delegated to him/her by the Board of Directors; and shall keep appropriate records of the names and addresses of the members.

**Section 5. Contracts Signed by Officers.** Any two of the following officers, President, Vice President, Secretary or Treasurer must sign any contracts of the Association.

## **ARTICLE XII**

### **COMMITTEES**

The Board of Directors may appoint such committees as deemed appropriate in carrying out its purposes.

**ARTICLE XIII**

**CORPORATE SEAL**

No seal shall be required to be adopted as the corporate seal of this Association for the regular conduct of its business. In the event a seal should be required for any transaction, then any blank corporate seal may be utilized as the seal for this Association.

**ARTICLE XIV**

**AMENDMENTS**

**Section 1.** These By-Laws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (2/3rds) of members present, either in person or by or by signed absentee ballot , and entitled to vote, provided that any matter stated herein to be or which is in fact governed by the Declaration of Restrictions or to any Open Space Agreement applicable to the Subdivision, and recorded, may not be amended except as provided in such Declaration of Restrictions or Open Space Agreement.

**Section 2.** In the case of any conflict between the Articles of Incorporation and these By-Laws, the By-Laws shall control.

**ARTICLE XV**

**MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

**ARTICLE XVI**

**INDEMNITY**

**Limitation of Liability of Directors.** Each director and each officer of the Association, and any director or officer of any other corporation serving as such at the request of the Association because of the Association's interest as a shareholder or creditor of such other corporation, shall be indemnified by the Association against all expenses, as hereafter defined, which shall necessarily or reasonably be incurred by him/her in connection with any action, suit or proceeding in which he/she is or shall be a party, or with which he/she may be threatened, by reason of he/she being or having been a director or officer of the Association or of such other corporation, whether or not he/she continues to be a director or officer at the time of incurring such expenses. As used in this article, expenses shall include amounts of judgments against, or amounts paid in settlement by, such director or officer, other than amounts payable or paid to the Association and shall include reasonable attorney's fees and costs in

defense of such matters, but shall not include any expenses incurred in connection with any matters as to which such director or officer shall be adjudged in such action, suit or proceeding, without such judgment being reversed, to be liable by reason of his/her willful misconduct in the performance of his/her duties as such director or officer. As to whether or not a director or officer was liable for negligence or willful misconduct in the performance of his/her duties as such director or officer, the board of directors and each director or officer may conclusively rely upon an opinion of legal counsel selected by or in manner designated by the board of directors. The foregoing right of indemnification shall be in addition to any rights to which any director or officer may be or become entitled by law, vote of shareholders or otherwise.

**CERTIFICATION**

I the undersigned do hereby certify:

That I am the duly elected and acting Secretary of CRESTWOOD MANOR SUBDIVISION ASSOCIATION; and that the above is a true copy of the By-laws of this Association adopted by the Association.

*Signature on file*

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