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**FIRST RESTATED BYLAWS OF
BRIDGE POINTE HOMEOWNERS ASSOCIATION,
A MICHIGAN NON-PROFIT CORPORATION**

Adopted: November 20, 1998

- Sec. 1. Name and Organization. This organization, named in its Articles of Incorporation as “BRIDGE POINTE HOMEOWNERS ASSOCIATION” (hereafter called “Association”), is a Michigan non-profit corporation with a perpetual corporate term, organized and existing pursuant to appropriate enabling legislation.
- Sec. 2. Office. The registered office of the Association shall be maintained in the County of Oakland, State of Michigan, and may be changed from time to time by resolution of the Board of Directors.
- Sec. 3. Purposes. The purposes and powers of the Association are as follows:
- 3.1. To establish rules and regulations governing the use of the Subdivision lots.
 - 3.2. To interpret, implement and enforce the Building and Use Restrictions (“Restrictions”) that affect Bridge Pointe Subdivisions Nos. 1,2 and 3 or record, as it/they may be amended from time to time.
 - 3.3. To operate, maintain, manage, improve, levy assessments, preserve and administer the Common Areas depicted on the three plats and referenced in the restrictions which Common Areas, without limitation, include storm water retention areas, discharge restriction system, and rear yard drains within the Subdivision in accordance with these Bylaws and the applicable Restrictions.
 - 3.4. To promote the welfare of its members by maintaining and beautifying the Subdivision, promoting and advancing the interests of the Owners, establishing programs and policies to improve the Subdivision and assist the Owners.
 - 3.5. To engage in all activities incidental to the above purposes which are not forbidden by the laws of the State of Michigan.
 - 3.6. To hold title to the Common Areas.
- Sec. 4. Sec. 4. Membership. The members of the Association shall include all of the 120 owners of the lots comprising the three (3) BRIDGE POINTE Subdivisions. The term “Owners”, for the purposes of the Section, shall include a title holder in fee simple and, in the case of an executory land contract of sale, the land contract vendee or vendees. The term “Owner” shall not include any mortgagee, unless and until such mortgagee shall have acquired fee simple title pursuant to foreclosure proceedings or conveyance in lieu of foreclosure. If the definition of Owner in the applicable Restrictions differs from this definition, the former shall apply.

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- 4.1. Membership interests shall vest and be defined by the definition of membership written in the three (3) sets of Restrictions.
- Sec. 5. Meeting of Members.
- 5.1. Meeting of members shall be held annually on a date, time and place which shall be designated by the Board of Directors for the purpose of electing the members of the Board of Directors and to transact such other business as shall be stated in the written notice of the meeting.
 - 5.2. Special meetings of the members may be called at the request of majority of the Board of Director, or upon written petition filed with the President setting forth the purpose or purposes of such special meeting signed by not less than ten (10%) percent of the members in good standing. The Board of Directors shall fix the date, time and place for holding of such special meeting.
 - 5.3. Notice of meetings of members shall be given by first class mail, by personal delivery or by facsimile to each member at his/her/their residence address at least five (5) days prior to the date of such meeting. Such notice shall state the purpose or purposes of such meeting. Notice by first class mail shall be effective when deposited into a United States Postal Service receptacle located in Oakland County, Michigan.
 - 5.4. The presence, in person, by absentee ballot, or by proxy of voting members representing fifteen (15) lot owners shall constitute a quorum for holding a meeting of the Association. In the absence of a quorum, no business may be transacted at any meeting, but the members present, by majority vote, may adjourn the meeting without further notice. The acts of a majority of the members present at a meeting at which a quorum is present shall be the official act of the members.
 - 5.5. Members (Class A and B) shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one (1) person holds any such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but no event shall more then one (1) vote be case with respect to any one (1) lot. If multiple owners are unable to agree upon a vote designee, the Board shall make that determination.
- Sec. 6. Board of Directors. The lawful business of the Association shall be managed by a Board of Directors (sometimes referred to as "Board") consisting of not less than five (5) or more than nine (9) members. The number shall be 5, 7 or 9 provided, however, that during the initial period of organization by STYL-RITE HOMES, INC. the Board of Directors shall be elected by the members and shall hold office for a period of two (2) years, or until their respective successors are duly elected and qualified. One-half plus one of the directors shall have terms which expire on even number years, and the remaining directors shall have terms which expire on odd number years. The expiration

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day and month shall be the same for odd and even numbered years. Directors shall be members of the Association in good standing.

Sec. 7. Meeting of Board of Directors.

7.1. Meeting of the Board of Directors may be called by or at the request of the President or any two (2) directors. The person or persons calling meetings of the Board of Directors shall fix the place, date and time for the holding of such meeting.

7.2. Notice of meeting of the Board of Directors shall be given at least two (2) business days previously thereto by written notice delivered personally or by facsimile to each director at his residence address. Any director may waive notice of any meeting in writing.

7.3. A majority of the number of directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Sec. 8. Board of directors Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors is present. A director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor.

Sec. 9. Officers. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer.

Sec. 10. Election, Term of Office. The officers of the Association shall be elected by the Board of Directors. Each officer shall hold office for a period (1) year or until the officer's successor shall have been duly elected and shall have qualified.

Sec. 11. Removal. Any officer may be removed by majority vote of the Board of Directors whenever in its judgment interests of the Association will be served thereby.

Sec. 12. Vacancies, Officers. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

Sec. 13. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall supervise the business and affairs of the Association. The President shall, when present, preside at all meetings of the members and the Board of Directors. The President may sign, with the Secretary, when authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed. In general, the President shall perform all duties incident to the office of

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President and such other lawful duties as may be prescribed by the Board of Directors by resolution from time to time.

Sec. 14. Vice President. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers and be subject to all of the restrictions upon the President. The Vice President shall perform such other lawful duties as from time to time be assigned to him or her by the President or by the Board of Directors.

Sec. 15. Secretary. The Secretary shall keep the minutes of the proceedings of the members and of the Board of Directors in one or more books provided for the purposes and shall see that all notices are given in accordance with the provisions of these Bylaws or as required by law. The Secretary shall be custodian of the Association records and shall keep a register of members with their addresses and shall sign, with the President or Vice President, any documents or written instruments which have been authorized to be executed by resolution of the Board of Directors unless only one signature is required by the resolution. The Secretary shall in general perform all duties incident to the office of Secretary and such other lawful duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Sec. 16. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds of the Association; and shall receive and give receipts for money due and payable to the Association from any source whatsoever; and shall deposit all such moneys in the name of the Association in such banks as shall be selected by the Board of Directors. All checks drawn upon Association accounts shall be signed by the Treasurer and one additional officer of the Association. The Treasurer shall keep detailed books of account for all expenditures and receipts and shall prepare income and expense statements and a balance sheet at least annually. The Treasurer shall in general perform all of the duties as may from time to time be assigned to him or her by the President or the Board of Directors.

Sec. 17. Dues and Assessments.

17.1. The Board of Directors of the Association shall adopt an annual budget of the costs and expenses to be incurred by the Association to fulfill its purposes, which budget shall include an adequate allowance for the maintenance of the Common Areas, storm water retention areas, discharge retention system and rear yard drains within the Subdivision. The Board of Directors shall levy upon the Owners of each lot, on a "per lot" basis annual assessments and special assessments, when necessary, to fund the budget and pay all administration and operating expenses of the Association.

17.2. Administration and operation expenses shall include all costs and expenses incurred in connection with the Common Areas and Subdivision, including, but not limited to:

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- (a) operating, maintaining, improving and preserving the Commons Areas, storm water retention areas and discharge retention system and rear yard drains, walks and other common amenities, if any, owned by the Association within the Subdivisions;
 - (b) examining plans and enforcing the Building & Use Restrictions;
 - (c) operation of the Association, including the payment of postage, rental of meeting quarters, payment of legal fees, accounting, secretarial and clerical expense, liability and property damage insurance and any other necessary insurance, filing and franchise fees and any other expenses necessary or incidental to the operation of the Association;
 - (d) doing all things necessary or advisable in the opinion of the Board of Directors necessary or incidental or incidental to fulfilling the purpose of the Association.
- 17.3. The Board of Directors shall, in writing, advise the Owners of each lot of the amount of the annual assessment and any special assessment and the date upon which payment is due. An increase in the assessment structure must be made at least 30 days prior to January 1st of the year when the changes is applicable. No Owner may obtain an exemption from liability for annual assessments and special assessments by waiving the use or enjoyment of the Common Areas or Subdivision or by the abandonment of such Owner's lot. All annual assessments and special assessments shall constitute an obligation that is binding upon and shall run with each lot in the Subdivision.
- Any Owner failing to timely pay such annual assessments and special assessments shall be a delinquent member and not in good standing.
- 17.4. In the event of non-payment of any annual assessment or special assessment when due, the Association shall have the right to exercise any one or more of the following remedies including all remedies permitted at law or in equity without such constitution an election of remedies:
- A. Upon a resolution of the Board of Directors, expel and dismiss any delinquent membership in the Association resulting the forfeiture of all rights and privileges incident to such membership. The delinquent member shall be given written notice by certifies mail of the date upon which such forfeiture shall become effective unless the delinquent member pays in full all delinquent annual assessments or special assessments on or before such date.
 - B. File a lien upon such lot by recording the appropriate lien with the Oakland County Register of Deeds.
 - C. Enforce the collection of the delinquent annual assessment and special assessment by suit at law for a money judgement and/or by the foreclosure of the lien securing payment in the same

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manner that real estate mortgages may be foreclosed by actions under Michigan law. The expenses incurred in collecting unpaid annual assessments and special assessments, including interests, costs and attorney's fees and any other expenses paid by the Association to protect its lien, shall be chargeable to the delinquent Owner and shall be secured by lien upon such Owner's lot. A POWER OF SALE is granted to the Association to enable it to foreclose by advertisement if it so elects.

- Sec. 18. Insurance. The Association shall carry public liability and property damage insurance and such other insurance determined to be necessary by the Board of Directors in amounts and with insurance companies as determined by the Board of Directors. Each member shall be deemed to appoint the Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance and distribution of such endurance, including the execution of all documents and releases of liability in connection therewith.
- Sec. 19. Indemnification. Every person who is or has been a Director or Officer of the Association or any agent of the Association designated by resolution of the Board of Directors to be entitled to indemnifications, including the personal representatives of any such deceased person, shall, to the full extent now or hereafter permitted by law, be indemnified by the Association against any and all liability and reasonable expense (including, but not limited to attorney's and accountants fees, inspections costs, travel, transcripts, disbursements, settlement amounts, judgements, fines or penalties) paid or incurred by him or her in connection with or in the settlement of or resulting from any claims, action, suit or proceeding (whether by or in the name of the Association or otherwise), civil criminal, administrative or investigative, including any appeals relating thereto, in which he or she may be involved or threatened to be involved, as a party or otherwise by reason of his or her being or having been a Director, officer or Agent of the Association or by reason of any action taken in the course and scope of his or her function as such officer of Agent or capacity as such Director; provided, however, such action was taken in good faith and without reasonable cause to believe his or her conduct was unlawful. This right of indemnification shall be in addition to any other rights to which any such Director, Officer or Agent may be entitled as a matter of law. The intention of the Section is to provide indemnification with the broadest and most inclusive coverage permitted by law either at the time of the act or omission indemnified against or permitted at the time of carrying out such indemnification.
- Sec. 20. Architectural Committee. The Association shall appoint an Architectural Committee to approve the plans and specifications for all dwellings and appurtenant structures or any other buildings, structures, aerials, antennas, fences, landscaping or other improvements ("Improvements") altered, construction or modified on any lot.

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- Sec. 21. Amendments. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors.
- Sec. 22. Copies to Members. Copies of these Bylaws and any amendments thereto shall be made available to the members upon request.
- Sec. 23. Dissolution. The Association may be dissolved only upon the written consent of two-thirds (2/3rds) of the Association Members. Written notice of a proposal to dissolve, setting forth the reasons therefore and the disposition to be made to the assets, shall be mailed to each member or the member's designated representative at least ninety (90) days in advance of any such action. Upon dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency or educational institution to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In no event shall any of the assets revert to the members.
- Sec. 24. Construction. The Board of Directors shall have power to construe these Bylaws and its decision with respect to their construction shall be final.
- Sec. 25. Severability. In the event that any of the terms, provisions or covenants of these Bylaws are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings shall not effect, alter, modify or impair in any manner whatsoever the remaining terms, provisions or covenants which shall continue to be valid and enforceable.
- Sec. 26. These By-laws supersede the Bridge Pointe Subdivision No. 1 Homeowners Association By-laws and the Bridge Pointe Subdivision No. 2 Homeowners Association By-laws adopted on November 20, 1998.

Adopted by Unanimous Consent of the Association's Board of Directors pursuant to the attached Corporate Resolution.

November 20, 1998