

GRAND RIVER LANDING CONDOMINIUM ASSOCIATION
BYLAWS

ARTICLE I

ADOPTION OF CONDOMINIUM BYLAWS

The Condominium Bylaws of Grand River Landing Condominium Association (the "**Condominium Bylaws**"), as attached to the Master Deed and recorded in Instrument 2017-0015478, Ottawa County, Michigan, Records, are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this Corporation. The Corporation is therein and hereinafter referred to as the "Association."

ARTICLE II

MEETINGS

Section 1. Procedure. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, these Bylaws, the Condominium Bylaws, the Master Deed or the laws of the State of Michigan.

Section 2. Meetings. The first meeting of members of the Association shall be held in accordance with Article III, Section 1, of the Condominium Bylaws. The date, time and place of the first meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each member. Thereafter, annual meetings of members of the Association shall be held on the first Saturday of October in each succeeding year at such time and place as shall be determined by the Board of Directors. At such meetings, the co-owners shall elect the Board of Directors in accordance with the requirements of Article III of these Bylaws and Article IV, Section 1 of the Condominium Bylaws. The members may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3. Special Meetings. Special meetings of the members of the Association shall be held in accordance with the provisions of Article III, Section 4, of the Condominium Bylaws.

Section 4. Notice. It shall be the duty of the Secretary (or other Association officer designated by the President in the Secretary's absence) to serve a notice of each annual, special or other meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each member of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each member at the address shown in the notice required to be filed with the Association by Article II, Section 3 of the Condominium

Bylaws shall be deemed notice served. Any member, by written waiver of notice signed by such member, may waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 5. Adjournment. If any meeting of members cannot be held because a quorum, as defined in the Condominium Bylaws, is not in attendance, the members who are present may adjourn the meeting for not more than thirty (30) days.

Section 6. Attendance Via Conference Telephone or Similar Communications Equipment. A member may attend and participate in a meeting of members via conference telephone or similar communications equipment by which all persons participating in the meeting may hear each other; provided that all participants are advised of the communications equipment and the names of the participants in the conference are disclosed to all participants. Such participation by a member in a meeting shall constitute presence in person at the meeting.

ARTICLE III BOARD OF DIRECTORS

Section 1. Qualifications and Number. The affairs of the Association shall be governed by a Board of Directors, all of whom, except for the directors appointed by the Developer, must be members of (or directors or officers or partners of members of) the Association. The number of Directors shall be established from time to time by resolution of the members of the Association, but in no event shall be fewer than three (3) or more than five (5) (except as specifically provided in Section 2 of this Article).

Section 2. Election. Subject to the provisions of the Condominium Bylaws, the members shall elect the Board of Directors at the initial meeting of members and at each annual meeting thereafter. If a corporation or partnership, including the Developer, is a member, such corporation or partnership shall be entitled to nominate and stand for election to the Board of Directors one (1) representative of the corporation or partnership for each unit then owned by the corporation or partnership. Notwithstanding anything to the contrary herein, until the initial meeting of members and until their successors are duly elected and qualified, the following persons shall serve as the entire Board of Directors of the Association:

Thomas Van Oflen
Sally Van Oflen

Section 3. Vacancies. Vacancies in the Board of Directors (including the first 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 a 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 earlier of either the next annual meeting of the Association or the next meeting of the members held in accordance with the terms of Article III, Section 4 of the Condominium Bylaws. Prior to the first annual meeting of members, the Developer may remove and replace any or all of the

Directors from time to time at its sole discretion, subject to the provisions of the Master Deed and Condominium Bylaws.

Section 4. Removal. At any annual, required or special meeting of the Association duly called, any one (1) or more of the Directors may be removed with or without cause by a vote of a majority in number of all members and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 5. Powers. The Board of Directors shall have the powers and duties set forth in the Condominium Bylaws.

Section 6. Initial Meetings. The first meeting of a newly appointed Board of Directors shall be held within ten (10) days after its election and qualification 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 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, but at least four (4) 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 or by mail, telephone, fax, or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone, fax, or telegraph, which notice shall state the time, place and purpose of the meeting. Special meeting 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 one Director.

Section 9. 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 meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof unless his appearance is for the purpose of protesting the holding of such meeting. 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 10. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business. If a quorum of Directors is present at a meeting, the acts of the majority of the Directors 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 Directors present at a meeting may adjourn the meeting from time to time. 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, but no proxies shall permitted.

Section 11. Bonding. The Board of Directors may require that any officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE IV

OFFICERS

Section 1. Designation. 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, an Assistant Secretary, and such other officers as in their judgment may be necessary or appropriate. Any two (2) offices except those of President and Vice President may be held by one (1) person.

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 by a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called in whole or in part for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at meetings of the Association and of the Board of Directors. He 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 as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take place of the President and perform his 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 be imposed upon him 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; he shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and

disbursements, specifying the operating expenses clearly, in books belonging to the Association. He 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. He shall ensure that expenditures for the maintenance and repairs of common elements and any other expenses incurred by or in behalf of the Condominium are properly recorded. In accordance with Article V, Section 3, of the Condominium Bylaws, the Treasurer shall prepare and distribute to each member at least once per year the Association financial statement. Pursuant to Section 54 of the Michigan Condominium Act, this subsection is not subject to amendment.

Section 8. Other Duties. The offices shall have such other duties powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE V

FINANCE

Section 1. Handling. The finances of the Association shall be handled in accordance with the Condominium Bylaws.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on January 1 and ending December 31. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Depository. The funds of the Association shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or other draft of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

ARTICLE VI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Scope of Indemnification. The Association shall indemnify to the fullest extent authorized or permitted by the Michigan Nonprofit Corporation Act, as amended, any person, or his estate or person representative, who is made or threatened to be made a party to an action, suit or proceeding (whether civil, criminal, administrative or investigative) because such person is or was a Director or officer of the Association or serves or served in any other enterprise at the request of the Association. Persons who are not Directors or officers of the Association may be similarly indemnified in respect of services rendered to the Association or at the request of the Association to the extent authorized at any time by the Board of Directors of the Association. The provisions of this Article shall be applicable to Directors and officers who have ceased to render such service and shall inure to the benefit of their heirs, personal representatives, executors, and administrators. The right of indemnity provided herein shall not be exclusive, and the Association may provide

indemnification to any person, by agreement or otherwise, on such terms and conditions as the Board of Directors of the Association may approve. Any agreement for indemnification of any Director, officer, employee or any other person may provide indemnification rights which are broader or otherwise different than those set forth in the Michigan Nonprofit Corporation Act, unless otherwise prohibited by law.

Section 2. Authorization of Indemnification. Any indemnification under this Article (unless ordered by a court) shall be made by the Association only after ten (10) days written notice to all Co-Owners of the facts surrounding the request for indemnification, when authorized in the specific case upon a determination that indemnification of the Director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in this Article. Such determination shall be made: (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (2) if such quorum is not obtainable, or, even if obtainable, when a quorum of disinterested Directors so directs, by independent legal counsel (who may be the regular counsel of the Association) in a written opinion; or (3) by the members.

Section 3. Advancing of Expenses. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in Section 1 of this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors upon receipt of an undertaking by or on behalf of the Director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

Section 4. Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, 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 Association would have the power to indemnify him against such liability under the provision of this Article.

Section 5. Mergers. For the purposes of this Article, references to the "Association" include all constituent Associations absorbed in a consolidation or merger, as well as the resulting or surviving corporation, so that any person who is or was a director, officer, employee, or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity.

ARTICLE VII
AMENDMENTS

Section 1. Method. These Bylaws (but not the Master Deed or Condominium Bylaws) and/or the Articles of Incorporation of the Association may be amended by the Association, at a duly constituted meeting for such purpose, by an affirmative vote of a simple majority in number of all the members, except where a greater majority is expressly required by the Michigan Condominium Act, the Master Deed, Condominium Bylaws, or the Articles of Incorporation.

Section 2. Proposed. 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 one-third or more in number of the members of the Association whether meeting as members or by instrument in writing signed by them. Notice of any proposed amendment shall be given to all members of the Association.

Section 3. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of Article II, Section 3, of these Bylaws, or, in the alternative, the amendment may be considered at an annual meeting of the members.

Section 4. Amendments Prior to Initial Meeting. Prior to the first meeting of members, these Bylaws may be amended only by the Board of Directors of the Association upon the motion of a Director, so long as such amendments shall not increase or decrease the benefits or obligations, or materially affect the rights, of any member of the Association.

Section 5. Effective Date. Any amendment to these Bylaws shall become effective upon adoption of the same in accordance with Section 1 or 4 of this Article VIII without approval by the State of Michigan and without recording in the office of the Register of Deeds.

Section 6. Distribution. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption, but failure to make such distribution shall not affect the validity of any amendment otherwise duly adopted.

ARTICLE VIII

MISCELLANEOUS

Section 1. Compliance. These Bylaws are set forth to comply with the requirements of the Michigan Condominium Act, and with the duly recorded Master Deed of the Condominium and Exhibits A and B attached thereto. In case any of these Bylaws conflict with the provisions of the Michigan Condominium Act, or any other applicable law, or with the provisions of such Master Deed or the Exhibits thereto, the provisions of the Michigan Condominium Act, law and the Master Deed shall be controlling, as set forth in the Condominium Bylaws.

Section 2. Gender; Number. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where such a reference would be appropriate, and vice versa.