

OWNER INFORMATION BOOK

**LONG LAKE SHORES, LONG LAKE
SHORES No. 1, AND LONG LAKE
SHORES No. 2**

**A RESIDENTIAL COMMUNITY
LOCATED IN THE TOWNSHIP OF BLOOMFIELD
OAKLAND COUNTY, MICHIGAN**

**LONG LAKE SHORES, LONG LAKE SHORES NO. 1, AND
LONG LAKE SHORES NO. 2
TABLE OF CONTENTS**

**AMENDED AND RESTATED AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS
LONG LAKE SHORES, LONG LAKE SHORES NO. 1, AND LONG LAKE
SHORES NO. 2**

**AMENDED AND RESTATED BYLAWS
LONG LAKE SHORES, LONG LAKE SHORES NO. 1, AND LONG LAKE
SHORES NO. 2**

**SUBDIVISION PLAT SUBDIVISIONS
LONG LAKE SHORES, LONG LAKE SHORES NO. 1, AND LONG LAKE
SHORES NO. 2**

**ARTICLES OF INCORPORATION
LONG LAKE SHORES ASSOCIATION**

**CERTIFICATE OF AMENDMENT TO
ARTICLES OF INCORPORATION
LONG LAKE SHORES ASSOCIATION**

**AMENDED AND RESTATED
AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
LONG LAKE SHORES, LONG LAKE
SHORES No. 1, AND LONG LAKE
SHORES No. 2**

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR LONG LAKE
SHORES**

TABLE OF CONTENTS

ARTICLE I	DEFINITIONS AND INTERPRETATION	1
Section 1.	Definitions.....	1
Section 2.	Interpretation	3
ARTICLE II	MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION	3
Section 1.	Membership.....	3
Section 2.	Voting Rights.....	3
ARTICLE III	ASSOCIATION MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITY; EASEMENTS.....	4
Section 1.	Owners' Easements.....	4
Section 2.	Extent of Owner's Easement.....	4
Section 3.	Use of Common Area.....	4
Section 4.	Association Maintenance, Repair and Replacement Responsibilities.....	4
Section 5.	Utility Easements	5
ARTICLE IV	COVENANT FOR MAINTENANCE ASSESSMENTS	5
Section 1.	Creation of Lien and Personal Obligation for Assessments.....	5
Section 2.	Purpose of Dues/Assessments.....	5
Section 3.	Budget; Annual Dues/Assessment	5
Section 4.	Increase in Annual Assessment.....	5
Section 5.	Special Assessments	6
Section 6.	Rates of Assessments.....	6
Section 7.	Date of Commencement of Annual Assessments	6
Section 8.	Payment of Assessments and Penalties for Default	6
Section 9.	Subordination of the Lien	7
Section 10.	Expenses of Collection	7
Section 11.	Certificate with Respect to Assessments	7
ARTICLE V	BUILDING AND USE RESTRICTIONS.....	7
Section 1.	Use of Lots	7
Section 2.	Character and Size of Residences.....	8
Section 3.	Building Location and Lot Size	8
Section 4.	Building Materials	8
Section 7.	Animals	9
Section 8.	Garbage and Refuse.....	9
Section 9.	Owner Maintenance of Lot	9
Section 10.	Boats and Lake and Canal Access.....	9
ARTICLE VI	GENERAL PROVISIONS.....	9
Section 1.	Interpretation	9
Section 2.	Severability	9
Section 3.	Effective Date	10
Section 4.	Amendment	10

Section 5.	Conflict.....	10
Section 6.	No Public Right or Dedication	10
Section 7.	Constructive Notice and Acceptance.....	10

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2024 NOV 27 AM 11:09

136502 Liber 59838 Page 478 UCC #
11/27/2024 1:55:27 PM Receipt #000407138
\$21.00 Misc Recording
\$4.00 Remuneration
\$5.00 Automation
\$0.00 Transfer Tax
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR LONG LAKE SHORES, LONG LAKE SHORES NO. 1, AND LONG LAKE SHORES NO. 2

This Amended and Restated Declaration of Restrictions for Long Lake Shores, Long Lake Shores No. 1, and Long Lake Shores No. 2 (the "Amended and Restated Declaration") is made and executed this 22nd day of November, 2024, by Long Lake Shores Association, a Michigan nonprofit corporation (the "Association") whose registered office address is 6230 Orchard Lake Rd., #200, West Bloomfield, MI 48322.

The Association desires by recording this Amended and Restated Declaration to continue to provide for and reaffirm the affirmative obligations, restrictions, and covenants upon the Subdivisions (defined below) and the owners of lots within the Subdivisions and to help ensure and preserve the value, harmony, and attractiveness of the Subdivisions. This Amended and Restated Declaration supersedes the Declaration of Restrictions for Long Lake Shores, recorded in Liber 3415, Page 182 et seq., the Declaration of Restrictions for Long Lake Shores No. 1, recorded in Liber 3715, Page 385 et seq., and the Declaration of Restrictions for Long Lake Shores No. 2, recorded in Liber 3834, Page 886 et seq., Oakland County Records.

The real property described on Exhibit A and included within the Subdivisions shall be held, transferred, sold, conveyed, occupied, encumbered, leased, improved and utilized subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Amended and Restated Declaration, all of which run with the real property and which are a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in the Subdivisions, their grantees, successors, heirs, administrators and assigns.

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1. Definitions. Certain terms are utilized not only in this Amended and Restated Declaration, but may be used in various other instruments like, by way of example and not limitation, the Bylaws, Articles of Incorporation and any Association rules and regulations. Wherever used in these documents or any other pertinent instruments, these terms are defined as follows:

18-12-428-000ent Long Lake Shores
19-07-303-000ent Long Lake Shores No 1
19-07-353-000ent Long Lake Shores No 2

OK - AB

OK LB

A. "Assessments" means the various forms of payment that Owners (defined below) are required to make to the Association, including without limitation annual, additional, and special assessments described in Article IV of this Declaration, and any interest, late fees, fines, costs, and attorneys' fees incurred in collecting the same.

B. "Association" means Long Lake Shores Association, a Michigan nonprofit corporation of which all Owners are members. The Association shall administer, operate, and manage the Subdivisions and administer, operate, manage, and maintain Lot 71 in accordance with all applicable laws and the Subdivision Documents (defined below). Any action required of or permitted to the Association is exercisable by its Board of Directors unless specifically reserved to the Owners by the Subdivision Documents or Michigan law.

C. "Bylaws" or "Amended and Restated Bylaws" means the Association's Amended and Restated Bylaws attached as Exhibit B, as may be amended from time to time, and made a part of this Amended and Restated Declaration.

D. "Declaration" or "Amended and Restated Declaration" means this document and all its Exhibits, as the same may be amended from time to time.

E. "Electronic transmission" means transmission by any method authorized by the person receiving the transmission and not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained and that may directly reproduce in paper through an automated process.

F. "Good standing" means an Owner who is current in all financial obligations to the Association and is not in default of any of the Subdivision Document provisions.

G. "Lot" means any Lot on the recorded Plats, except Outlots A and B.

H. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, except Outlots A or B. Both land contract vendors and vendees shall be considered Owners, and are jointly and severally liable for all obligations and responsibilities of Owners under this Amended and Restated Declaration.

I. "Permittee" means the visitors, invitees and guests of each Owner and occupant of a Residence.

J. "Plats" mean one or more of the Plats attached as Exhibit A and made a part of this Amended and Restated Declaration, which individually and collectively cover the Property, as recorded in Oakland County Records.

K. "Property" means the property described in Exhibit A, together with the improvements and additions to the Property. The Property includes 80 Lots and two Outlots; however, the Outlots are not subject to this Declaration.

L. "Residence" means any single-family residence constructed on a Lot.

M. "Road Lot Line" means the common line between a Lot and a road. Any Lot may have either one or two, but not more than two, Road Lot Lines.

N. "Subdivisions" means all Subdivisions listed in Exhibit A and covered by the Plats.

O. "Subdivision Documents" means and includes this Amended and Restated Declaration, the Bylaws, the Plats, the Association's Articles of Incorporation and any Association rules and regulations.

Section 2. Interpretation. Notwithstanding any rule of law to the contrary, the Subdivision Documents shall be liberally construed to effectuate the purposes expressed in the Subdivision Documents with respect to the efficient operation of the Association and the Subdivisions, the beautification, betterment, protection and harmony of the external design and appearance of the Subdivisions, and the preservation of values of the Lots and Residences.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner is a mandatory Association member. Membership is appurtenant to and may not be separated from ownership of a Lot. Notwithstanding anything to the contrary, any person or entity who holds an interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 2. Voting Rights. Each Owner in good standing is entitled to one vote for each Lot owned on which full dues, assessments and other charges have been paid. 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. When an entity or more than one person holds an ownership interest in a Lot, the Owners shall file a written notice with the Association designating the individual representative who shall vote at Association meetings and receive all Association notices and communications on behalf of those Owners. The Owners may change the designated representative at any time by filing a new notice with the Association. The Owners shall determine how they exercise their vote for their Lot, but in no event shall the Owners cast more than one vote with respect to any one Lot. At any Association meeting or where action is taken without a meeting in accordance with the Amended and Restated Bylaws, the chairperson of the meeting or the Board may waive the filing of the written notice as a prerequisite to voting. Except as otherwise set forth in the Bylaws or in the other Subdivision Documents, when reference is made to a majority or specific percentage of Owners, the reference shall be deemed to be reference to a majority or specific percentage of the votes of Owners in good standing.

ARTICLE III
**ASSOCIATION MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITY;
EASEMENTS**

Section 1. Owners' Easements. Subject to Section 2 below, each Owner shall have a non-exclusive and perpetual easement over and upon Lot 71 for their intended use and enjoyment in common with all other Owners, and this easement is appurtenant to and shall pass with the title to each Lot regardless of whether specifically set forth in the deed or other conveyance to a Lot.

Section 2. Extent of Owner's Easement. Each Owner's easement over and upon Lot 71 is subject to the provisions of this Amended and Restated Declaration and the Subdivision Documents including, without limitation, the following:

A. The right and duty of the Association to levy Assessments against each Lot for the purposes set forth in Article IV and for the operation of the Subdivisions and the Association in compliance with the Subdivision Documents;

B. Only Owners in good standing, and their Permittees may utilize Lot 71;

C. The Board of Directors may grant use for the sole purpose of launching and retrieving a boat to non-members who have presented evidence of lakefront property ownership on Upper Long Lake and who have paid a fee as determined by the Board of Directors; and

D. The right of the Board of Directors to adopt and enforce rules and regulations governing the use of Lot 71, the rights and responsibilities of the Owners and the Association with respect to the Subdivisions or the manner of operation of the Association or the Subdivisions.

Section 3. Use of Common Area. Lot 71 is intended to provide access to the canals and lake, for keeping and maintaining boats, and for other purposes which are reasonably incidental to such access. The Association and Owners shall utilize reasonable efforts to preserve all trees, shrubs, and landscaping, if any, within Lot 71. No Owner shall remove any trees or shrubs from Lot 71. No Owner shall permit or suffer the use of Lot 71 for any commercial purposes, notwithstanding the authority of the Board of Directors to permit non-members use of Lot 71 as described above.

Section 4. Association Maintenance, Repair and Replacement Responsibilities.

A. Common Area. The Association is responsible for maintaining and repairing Lot 71.

B. Subdivision Entryway Improvements. The Association has appropriate easements to and is responsible for maintaining, repairing, and replacing each Subdivision's entryway improvements including entryway signs, landscaping, lighting, and related facilities.

Section 5. Utility Easements. An easement has been reserved for public and private utilities as shown on the Plats. The easement shall include a right of any public or private utility to cut and trim, from time to time as the same may be necessary, any and all trees and brush which may interfere with the use of the easement by the utility.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. Each Owner, by acceptance of a deed or land contract vendee's interest to their Lot or other conveyance to their Lot, whether expressed in the instrument or not, is deemed to covenant and agree to pay to the Association all assessments for the operation of the Association, maintenance, management and operation of the Subdivisions and Lot 71, and for the payment of other expenses allocated or assessed by the Association. All Assessments, together with interest, late fees, costs, attorneys' fees incurred in the collection of Assessments and advances for taxes or other liens or costs that the Association pays to protect its rights shall be a charge on the Owner's Lot and shall be a continuing lien upon the Lot against which each Assessment is made and shall be superior to all other liens except tax liens on the Lot in favor of any state or federal taxing authority and, subject to Section 9 below, sums unpaid on the first mortgage of record. Assessments shall also be the personal obligation of the person who is the Owner of the Lot at the time the Assessment falls due.

Section 2. Purpose of Dues/Assessments. Except as otherwise provided in this Declaration, the Association shall use annual dues/assessments for the purpose of: (a) maintaining, repairing and replacing Lot 71 and any existing improvements located on Lot 71; (b) maintaining, repairing and replacing the entryway signs, landscaping and other entryway improvements; and (c) enforcing the Subdivision Documents and administering the Subdivisions.

Section 3. Budget; Annual Dues/Assessment. The Board of Directors shall establish an annual budget for the upcoming fiscal year and the budget shall project all expenses for the upcoming year that may be required for the Association to perform its functions and duties under the Subdivision Documents and for the proper operation, management and administration of the Subdivisions, Lot 71 and the Association, including a reasonable allowance for contingencies and reserves. Upon the Board's adoption of an annual budget, copies of the budget shall be made available to each Owner and, subject to Section 4 below, the annual assessment for the year shall be established based upon that budget, although the failure to deliver a copy of the budget to each Owner shall not affect or in any way diminish the liability of any Owner for any existing or future Assessments. In the absence of any annual budget or adjusted budget each Owner shall continue to pay the annual assessments at the rate established for the previous fiscal year until notified of any change in the assessment payment which shall not be due until at least thirty (30) days after the new annual or adjusted budget is adopted.

Section 4. Increase in Annual Assessment. The current annual dues are \$400.00 and may only be changed by the Board of Directors as necessary in any given year; provided,

however, any increase shall require the approval of at least 2/3rds of the Members in good standing and voting at a meeting of the Association at which a quorum is present.

Section 5. Special Assessments. Special assessments, in addition to those described in Section 3 above, may be made by the Board of Directors from time to time to for the general purposes of the Association and for the benefit of the members. Special assessments as provided for by this Section shall not be levied without the prior approval of at least 2/3rds of the Members in good standing and voting at a meeting of the Association at which a quorum is present.

Section 6. Rates of Assessments. All annual, additional, and special assessments shall be made against each Lot equally, with the exception of Lot 71, and any of Lots which are occupied by one residence.

Section 7. Date of Commencement of Annual Assessments. The annual assessment shall be imposed for the year beginning January 1 and ending December 31. These imposition dates are subject to change by the Board of Directors for accounting reasons or other good cause. The annual assessment shall be payable commencing with acceptance of a deed to or a land contract vendee's interest in a Lot, or with the acquisition of fee simple title to a Lot by any other means. All Common Area and all other property exempt from State or local taxation and dedicated for public use shall be exempt from Assessments under this Article.

Section 8. Payment of Assessments and Penalties for Default. The annual assessment shall be payable in annual or other installments as the Board of Directors determines. Special assessments shall be payable as stated in the notice announcing their levy. The payment of an annual assessment shall be in default if the assessment, or any part of the assessment, is not paid to the Association in full on or before the due date for the assessment, which shall be the first (1st) day of January each year or any other date as the Board of Directors may establish from time to time for any assessment. Assessments in default may bear interest at a rate not to exceed 7% per annum or the highest rate allowed by law, whichever is lesser, until paid in full. In addition, all Assessments, or installments of Assessments that remain unpaid as of thirty (30) days after the due date shall incur a uniform late charge of \$25.00 per month. The Board of Directors may revise the frequency and rate of the uniform late charges, and may levy additional late charges for special assessments, without the necessity of amending this Amended and Restated Declaration. Payments of installments of Assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines, and late fees on the installments; and third, to installments in default in order of their due dates. An Owner selling a Lot shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

An Owner may not withhold or escrow Assessments, and may not assert in an answer, or set-off to a complaint brought by the Association for nonpayment of Assessments, that the Association or its agents have not provided services. No Owner may waive or otherwise avoid liability for Assessments by non-use (whether voluntary or involuntary) of Lot 71, abandonment of the right to use Lot 71, or abandonment of their Lot. Only Owners in good standing are entitled to vote and only Owners in good standing are qualified to run for or function as an

Association officer or Director.

The Association may enforce collection of delinquent assessments by a suit at law for a money judgment against the Owner, may record a lien against the Lot securing the payment of all delinquent amounts, may foreclose the lien either by judicial action or by advertisement, or may pursue one or more of these remedies at the same time or successively. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to these actions. The Association shall have other remedies for collection and enforcement of assessments as may be permitted by law. All remedies are cumulative.

Section 9. Subordination of the Lien. Except for claims evidenced by a lien recorded prior to the recordation of a first mortgage, the lien of the Assessments provided for in this Article shall be subordinate only to the lien of any first mortgage and any unpaid taxes; provided, that the holder of any first mortgage covering a Lot, or the first mortgage holder's successors and assigns, that obtains title to the Lot pursuant to the foreclosure remedies provided in the mortgage, shall take the Lot free of any claims for unpaid assessments or charges against the mortgaged Lot which that become due prior to the acquisition of title to the Residence (the date of the foreclosure sale) by the person or entity.

Section 10. Expenses of Collection. All expenses incurred in collecting unpaid Assessments, including interests, fines, costs, actual attorneys' fees (not limited to statutory fees and including attorneys' fees and costs incurred incidental to any bankruptcy proceedings filed by the delinquent Owner or probate or estate matters) 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 their Lot.

Section 11. Certificate with Respect to Assessments. Upon the written request of any Owner, the Association shall furnish, within ten (10) business days, a written certificate regarding the status of any Assessments or other charges levied against the Owner's Lot. The Board may charge a reasonable administrative fee for preparing this written statement. This certificate, when issued by the Association, shall be conclusive and binding regarding the status of the Assessments as between the Association and any bona fide purchaser of the Lot described in the certificate and the lender who has taken a lien on the Lot as security for the repayment of a loan.

ARTICLE V BUILDING AND USE RESTRICTIONS

Section 1. Use of Lots.

A. **Single-Family Use.** All Lots shall only be used for single-family residential purposes as defined by Township of Bloomfield Zoning Ordinances and no building shall be erected, re-erected, placed or maintained or permitted to remain on any Lot except one (1) single

family private Residence and its appurtenant buildings as more fully set forth herein. No Owner shall carry on any business enterprise or commercial activity within the Subdivisions or upon their Lot, including without limitation for profit or nonprofit daycare, adult foster care, nursing facilities, group homes, transitional housing and similar enterprises; provided, however, that Owners are allowed to have home offices in their Residences so long as the use does not (i) involve additional pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed or congestion within the Subdivisions, (ii) utilize or involve the presence of any employees upon their Lots other than the Owners or occupants, (iii) disturb other Owners, (iv) involve additional expense to the Association, (v) violate any other provision or restriction contained in this Amended and Restated Declaration, or (vi) constitute a violation of any Township of Bloomfield codes or ordinances.

B. Occupancy. No unfinished Residence or garage may be occupied or used as living quarters temporarily or permanently. Only the second story of two-story garages, may be used as living quarters. No trailer, tent, or other movable or temporary type of housing may be used as a residence.

Section 2. Character and Size of Residences. No Residence or garage shall exceed two (2) stories in height and no garage, whether attached or detached, may exceed the size reasonably necessary to house three (3) parking spaces. Detached garages are only permitted, with the prior written approval of the Board of Directors, on Lots where the grade prohibits the entry into an attached garage. The minimum square footage shall be calculated based on the zoning ordinance, or in absence of a zoning ordinance, shall include all bays, vestibules, or other permanently enclosed rooms, and shall not include garages, open porches, or terraces.

Every two-story Residence shall have a ground floor square foot area of at least 1,000 square feet, and shall have a cubic content of not less than 20,000 cubic feet. Every one-story residence and every one-and-a-half story residence shall have a ground floor square foot area of at least 1,650 square feet and shall have a cubic content of at least 20,000 cubic feet. The height of finished first floors of all structures shall be sufficient to insure a dry floor regardless of weather or drainage changes.

Section 3. Building Location and Lot Size. The location of all buildings and structures on each Lot shall be in accordance with Township ordinances. Without the prior written approval of the Board of Directors, no structure, excluding fences or hedges, may be constructed less than 40 feet from the Road Lot Line, rear lot line, or lot line adjacent to any canal, or less than 16 feet from any side lot line. For the purposes of this paragraph "structure" shall include all Residences and attached garages but shall not include detached garages. Except for a single garage, no outbuildings are permitted on any Lot. The minimum size of each Lot shall be the Lot size as established on the applicable Plat. If more than one Lot, or part of a Lot, is developed as a single Lot (and except as to the obligation of each Owner for any assessments made against each separate Lot), all restrictions set forth in this Amended and Restated Declaration shall apply to the resulting Lot in the same manner as to any single Lot.

Section 4. Building Materials. Exterior building materials of Residences and garages may be stone, brick, wood siding or any other material approved by the Board and which blends

with the architecture and natural landscape of the Subdivisions. Foundations up to the grade line may be of cinder block or concrete construction.

Section 5. Roof Pitch and Roofing Materials. The maximum roof pitch of all structures is limited to one-half pitch, and no flat roofs are permitted without the prior written approval of the Board of Directors. All roofs shall be of asphalt shingles, wood, tile, metal, slate, or 3-ply built-up roofing, and no other type of roofing shall be permitted.

Section 6. Fences and Hedges. All fences shall be woven wire, painted wood, rail, or colonial type construction. Solid fences are prohibited. Fences and hedges shall not exceed 4 feet in height, measured from the ground level.

Section 7. Animals. Farm animals, livestock and wild animals shall not be raised, kept, or bred on any Lot. Household pets may be kept by Owners or occupants so long as the maintenance of any household pets complies with Township ordinances. The term "animal" or "household pet" as used in this Section shall not include small animals, fish or birds that are constantly caged or in a tank.

Section 8. Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so as not to be objectionable to neighboring property owners. Trash shall be stored and handled in accordance with all applicable Township ordinances.

Section 9. Owner Maintenance of Lot. Owners shall keep their Lots, including without limitation all driveway and sidewalk surfaces, exterior Residence surfaces, landscaping, trees, lawns, and other items and improvements located on the Lot, in a neat, orderly, and attractive manner.

Section 10. Boats and Lake and Canal Access. Any boat which may be used on Upper Long Lake or the canals and gains access to the lake by any Lot in the Subdivisions shall only be used by an Owner, their Permittees, or a person who has been granted access over Lot 71 by the Board of Directors in accordance with Article III above. No Lot may be used to provide or permit access to Upper Long Lake or the canals by anyone other than the Owner or their Permittee.

ARTICLE VI GENERAL PROVISIONS

Section 1. Interpretation. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions and interpretation or construction.

Section 2. Severability. Invalidity of anyone of these covenants or restrictions or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 3. Effective Date. This Amended and Restated Declaration shall become effective upon its recordation with the Oakland County Register of Deeds.

Section 4. Amendment. This Amended and Restated Declaration may be amended, changed or added to at any time and from time to time upon the execution and recording of an instrument signed by the President of the Association and certifying that the amendment set forth in the instrument was adopted by a vote of at least majority of the votes of all Owners in good standing.

Section 5. Conflict. This Amended and Restated Declaration shall take precedence over conflicting provisions in the Articles of Incorporation, Bylaws and any Association rules and regulations and the Articles shall take precedence over the Bylaws and the rules and regulations.

Section 6. No Public Right or Dedication. Nothing contained in this Amended and Restated Declaration shall be deemed to be a gift or dedication of all or any part of the Common Area to the public, or for any public use.

Section 7. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest or to any Lot or other property located on or within the Subdivisions shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained in this Amended and Restated Declaration, whether any reference is contained in the instrument by which the person acquired an interest in the Lot or other property.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

The Association has executed this Amended and Restated Declaration on the day and year first above written.

Long Lake Shores Association, a Michigan Nonprofit Corporation

By: Cindy Weingarten
Name: Cindy Weingarten
Title: President

STATE OF MICHIGAN

)

) SS:

COUNTY OF Oakland

)

The foregoing instrument was acknowledged before me this 11th day of November, 2024 by Cindy Weingarten, the president of Long Lake Shores Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

Jennifer Ingwall
Jennifer Ingwall, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 10/9/30

Document drafted by and when recorded return to:
Evan M. Alexander, Esq.
Makower Abbate Guerra Wegner Vollmer PLLC
30140 Orchard Lake Rd.
Farmington Hills, MI 48334

JENNIFER INGWALL
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 9, 2030
ACTING IN COUNTY OF Oakland

Certification is attached on the following page:

CERTIFICATION

STATE OF MICHIGAN

)

) SS

COUNTY OF OAKLAND


)

I, Cindy Weingarten, being first duly sworn, depose and state as follows:

1. I am the Board President of Long Lake Shores Association, the corporation named in and which executed the Amended and Restated Declaration of Restrictions of Long Lake Shores, Long Lake Shores No. 1, and Long Lake Shores No. 2, and Amended and Restated Bylaws for the Long Lake Shores Association.
2. The Amended and Restated Declaration of Restrictions of Long Lake Shores, Long Lake Shores No. 1, and Long Lake Shores No. 2, and Amended and Restated Bylaws for the Long Lake Shores Association were submitted to all Owners of Lots in Long Lake Shores, Long Lake Shores No. 1, and Long Lake Shores No. 2 for the purpose of voting on the documents. The Owners in each Subdivision approved the Amended and Restated Declaration by a vote of more than a majority of all Owners. The Owners approved the Amended and Restated Bylaws by a vote of more than two-thirds of all eligible Owners voting at a meeting of the Members.
3. The records of the Owner consents are maintained at the offices of Long Lake Shores Association.


Cindy Weingarten

Acknowledged, subscribed and sworn to before me
this 22nd day of November 2024.


Jennifer Ingweiler, Notary Public
Oakland County, State of Michigan
Acting in the County of Oakland
My Commission Expires: October 9, 2030

JENNIFER INGWEILER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 9, 2030
ACTING IN COUNTY OF *oakland*

EXHIBIT A

SUBDIVISIONS COVERED BY THIS AMENDED AND RESTATED DECLARATION

Long Lake Shores

A subdivision of part of the N $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ of Section 12, T.2N., R.9E., West Bloomfield Township, and part of the N.W. fractional $\frac{1}{4}$ of Section 7, T.2N., R.10E., Bloomfield Township, all in Oakland County, Michigan, is described as follows:

Beginning at the W $\frac{1}{4}$ corner of said Section 7; thence N.2°00'30"W. along the section and township line 150.0 feet to the S.W. corner of Upper Long Lake Estates Subdivision; thence N.88°48'E. along the southerly line of said Subdivision 300.2 feet; thence S.2°00'30"E. along the line of said Subdivision 150.0 feet to the E. and W. $\frac{1}{4}$ section line; thence N.88°48'E. along said $\frac{1}{4}$ section line and extension of the southerly line of said Upper Long Lake Estates Subdivision 1,392.51 feet; thence S.0°44'E. 1,320.0 feet to the E. and W. $\frac{1}{8}$ line; thence S.83°16'W. along said $\frac{1}{8}$ line 356.47 feet; thence S.86°16'W. along said W $\frac{1}{8}$ line; thence N.50°00'20"W. 115.1 feet; thence N.39°59'40"E. 193.95 feet; thence N.49°00'20"W. 60.01 feet; thence S.39°59'40"W. 210.25 feet; thence N.40°00'20"W. 371.25 feet; thence N.67°33'30"W. 53.23 feet; thence S.39°59'40"W. 115.15 feet; thence N.64°30'W. 154.71 feet; thence N.75°52'30"W. 129.29 feet; thence N.88°34'W. 191.64 feet; thence N.64°55'W. 115.15 feet; thence S.88°34'W. 60.81 feet; thence S.75°52'30"W. 129.29 feet; thence on a curve to the right (radius = 270 feet, long chord bears S.10°01'20"W. 125.55 feet), a distance of 150.0 feet; thence continuing along the line of Upper Long Lake Estates Subdivision N.50°00'20"W. 193.95 feet; thence N.49°00'20"W. 60.01 feet; thence continuing N.2°00'30"W. 150.0 feet along the line of said Upper Long Lake Estates Subdivision; thence S.40°25'W. 150.0 feet; thence S.50°00'20"W.

Long Lake Shores No. 1

a subdivision of part of the S.W. fractional $\frac{1}{4}$ of Section 7, T.2 N., R.10 E., Bloomfield Township, Oakland County, Michigan, is described as follows:

Commencing at the W. $\frac{1}{4}$ corner of said Section 7; thence N.88°48'E. along the E. and W. $\frac{1}{4}$ section line 2,292.51 feet to the N.E. corner of "Long Lake Shores" Subdivision; and S.0°44'E. along the east line of said Subdivision 1,320.0 feet to the E. and W. $\frac{1}{8}$ line and S.E. corner of said "Long Lake Shores" Subdivision; thence S.83°18'W. along said $\frac{1}{8}$ line and southerly line of said Subdivision 356.84 feet; thence S.86°56'40"W. along said $\frac{1}{8}$ line and southerly line of said Subdivision 526.47 feet to the S.W. corner of lot 33 of said "Long Lake Shores" Subdivision, and the point of beginning of this description: thence S.86°56'40"W. along said $\frac{1}{8}$ line 102.53 feet; thence S.1°48'40"W. 12.86 feet; thence N.89°52'20"W. along the E. and W. $\frac{1}{8}$ line 461.50 feet; thence N.0°08'40"E. 179.08 feet; thence on a curve to the left (radius = 108.95 feet; long chord bears S.66°56'30"W. 80.28 feet), a distance of 82.22 feet; thence N.44°40'34"W. 60.0 feet; thence N.40°25'W. 213.14 feet; thence N.39°59'40"E. 481.69 feet to a corner of "Long Lake Shores" Subdivision; thence along the line of said "Long Lake Shores" Subdivision the remaining courses and distances, N.40°59'40"E. 101.37 feet; thence S.50°00'20"E. 210.25 feet; thence N.39°59'40"E. 125.0 feet; thence S.49°00'20"E. 60.0 feet; thence S.39°59'40"W. 193.98 feet; thence S.50°00'20"E. 115.0 feet; thence S.19°33'50"E. 89.10 feet;

thence S.10°01'20"E. 125.52 feet; thence on a curve to the right (radius = 270.0 feet; long chord bears N.82°14'12"E. 148.09 feet), a distance of 150.0 feet; thence S.8°09'08"W. 80.0 feet; thence S.0°32'E. 232.71 feet to the point of beginning.

This plat contains twelve (12) lots, numbered 57 to 68, both inclusive

Long Lake Shores No. 2

A subdivision of part of the S.W. fractional 1/4 of Section 7, T.2N., R.10E., Bloomfield Township, and part of the S.E. 1/4 of Section 12, T.2N., R.9E., West Bloomfield Township, all in Oakland County, Michigan, is described as follows:

Beginning at a point in the section or township line, located S.0°58'E. on said section line 925.13 feet from the W. 1/4 corner of said Section 7; thence N.41°00' along the southerly line of "Long Lake Shores" Subdivision, 683.09 feet; thence N.59°35'30" along the line of said Subdivision, 66.39 feet; thence N.79°08'E. along the line of said Subdivision, 53.23 feet; thence S.67°43'30"E. along the line of said Subdivision, 72.52 feet; thence S.49°00'20"E. along the line of said Subdivision, 371.25 feet to the westerly line of "Long Lake Shores No. 1" Subdivision; thence S.39°59'40"W. along the line of said Subdivision, 481.69 feet; thence S.40°25'E. along the line of said Subdivision, 213.14 feet; thence S.44°40'34"E. along the line of said Subdivision, 60.00 feet; thence on a curve to the right along the line of said Subdivision (radius = 108.95 feet; long chord bears N.66°56'30"E. 80.28 feet) a distance of 82.22 feet; thence S.0°09'40"W. along the line of said Subdivision, 179.08 feet to the S.W. corner of Lot 68 of "Long Lake Shores No. 1" Subdivision; thence N.89°52'20"W. along the E. and W. 1/8 line, 419.32 feet; thence N.0°07'40"E. 5.00 feet; thence N.89°52'20"W. 372.60 feet; thence S.88°34'W. 717.29 feet; thence on a curve to the right (radius = 60.00 feet; long chord bears S.79°39'27"E. 24.49 feet) a distance of 24.66 feet to the E. and W. 1/8 line; thence S.88°34'W. along said 1/8 line, 91.43 feet; thence N.1°26'W. 5.00 feet; thence on a curve to the right (radius = 302.55 feet; long chord bears N.61°00'50"W. 306.38 feet) a distance of 321.26 feet to the most easterly corner of Lot 4 of "Long Lake Shores" Subdivision; thence on a curve to the right along the line of said Subdivision (radius = 302.55 feet; long chord bears N.12°07'50"W. 191.64 feet) a distance of 195.00 feet; thence S.83°40'E. along the line of said Subdivision, 60.00 feet; thence on a curve to the left along the line of said Subdivision (radius = 242.55 feet; long chord bears S.39°00'10"E. 345.02 feet) a distance of 383.84 feet; thence N.17°56'E. along the line of said Subdivision, 105.59 feet; thence N.47°00'30"E. along the line of said Subdivision, 128.25 feet; thence N.62°08'E. along the line of said Subdivision, 113.76 feet; thence N.78°36'30"E. along the line of said Subdivision, 106.95 feet; thence N.85°38'30"E. along the line of said Subdivision, 129.90 feet; thence N.75°52'30"E. along the line of said Subdivision, 154.71 feet; thence N.64°55'E. along the line of said Subdivision, 151.55 feet; thence N.41°00'E. along the line of said Subdivision, 15.61 feet to the point of beginning.

This plat contains twelve (12) lots, numbered 69 to 80 inclusive, plus two (2) Outlots, A and B.

EXHIBIT B

AMENDED AND RESTATED BYLAWS

(see attached)

**AMENDED AND RESTATED BYLAWS
LONG LAKE SHORES, LONG LAKE
SHORES NO. 1, AND LONG LAKE
SHORES NO. 2**

**AMENDED AND RESTATED ASSOCIATION BYLAWS OF LONG LAKE SHORES
ASSOCIATION
TABLE OF CONTENTS**

ARTICLE I	NAME AND LOCATION.....	1
Section 1.	Name.....	1
Section 2.	Location of Principal Office.....	1
ARTICLE II	DEFINITIONS.....	1
ARTICLE III	MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION	1
Section 1.	Membership.....	1
Section 2.	Voting Rights.....	2
Section 3.	Voting Method.....	2
Section 4.	Action without Meeting.....	2
ARTICLE IV	OWNER MEETINGS	2
Section 1.	Place of Meetings.....	2
Section 2.	Annual Meeting.....	3
Section 3.	Special Meetings.....	3
Section 4.	Notice of Meetings.....	3
Section 5.	Order of Business. The order of business at the annual meeting shall be:.....	3
Section 6.	Remote Communication Attendance; Remote Communication Meetings.....	4
Section 7.	Quorum.....	4
Section 8.	Adjournment for Lack of Quorum.	4
Section 9.	Minutes.....	4
ARTICLE V	BOARD OF DIRECTORS.....	4
Section 1.	Qualification and Number.	4
Section 2.	Term	5
Section 3.	Removal	5
Section 4.	Vacancies	5
Section 5.	Powers.....	5
Section 6.	Regular Meetings	6
Section 7.	Special Meetings.....	6
Section 8.	Quorum and Vote	7
Section 9.	Action without Meeting.....	7
Section 10.	Closing of Board of Director Meetings; Privileged Minutes.....	7
Section 11.	Remote Communication.....	7
ARTICLE VI	OFFICERS AND THEIR DUTIES.....	7
Section 1.	Designation	7
Section 2.	Appointment.....	7
Section 3.	Removal	7

Section 4.	President	8
Section 5.	Vice President.....	8
Section 6.	Secretary	8
Section 7.	Treasurer	8
ARTICLE VII JUDICIAL ACTIONS AND CLAIMS		8
ARTICLE VIII FINANCES, BOOKS AND RECORDS.....		8
Section 1.	Fiscal Year	8
Section 2.	Banking; Investment of Funds.....	8
Section 3.	Inspection of Records.	9
ARTICLE IX INDEMNIFICATION		9
Section 1.	Indemnification of Directors, Officers, and Volunteers	9
Section 2.	Directors' and Officers' Insurance.....	9
ARTICLE X MISCELLANEOUS		9
Section 1.	Amendments.....	9
Section 2.	Conflicts	9

**AMENDED AND RESTATED ASSOCIATION BYLAWS OF
LONG LAKE SHORES ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

Section 1. Name. The name of the corporation is Long Lake Shores Association (the "Association").

Section 2. Location of Principal Office. The principal office of the Association shall be that which is on file with the State of Michigan. The location of the principal office of the Association may be changed by the Board of Directors. Meetings of Owners and Directors may be held in such places within Oakland County, Michigan, as the Board of Directors may designate.

**ARTICLE II
DEFINITIONS**

All terms defined in the Declaration of Restrictions for Long Lake Shores, Declaration of Restrictions for Long Lake Shores No. 1, or Declaration of Restrictions for Long Lake Shores No. 2 (the "Declarations"), shall have the same meanings when used in these Bylaws.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Membership.

A. Eligibility. Every person or entity who is a record Owner in any Lot subject to the Declarations is eligible to be a member of the Association.

B. Membership. A person who owns a home in Long Lake Shores, Long Lake Shores No. 1, or Long Lake Shores No. 2 (Lots 1 through 79) will be members. Every homeowner agrees to (i) abide by the applicable Governing Documents, (ii) support the purposes and principles of the Association, and (iii) to timely pay all fees, assessments, dues, or other charges. The current annual dues are \$400.00 and may only be changed by the Board of Directors as necessary in any given year; provided, however, any increase shall require the approval of at least 2/3rds of the Members in good standing and voting at a meeting of the Association at which a quorum is present. The Board of Directors may levy special assessments for the general purposes of the Association and for the benefit of the members only upon the approval of at least 2/3rds of the Members in good standing and voting at a meeting of the Association at which a quorum is present. The notice required for any meeting to increase the annual dues shall be provided to each member at least 30 days prior to the meeting.

C. Good Standing. "Good standing" means an eligible member who is current in all financial obligations owing to the Association and is not in default of any of the applicable Governing Document provisions.

D. Use of Lot 71. Only eligible members in good standing may utilize Lot 71. In addition to eligible members in good standing, the Association may grant use for the sole purpose of launching

and retrieving a boat to non-members who have presented evidence of lakefront property ownership on Upper Long Lake and who have paid a fee as determined by the Board of Directors.

Section 2. Voting Rights. Each Owner in good standing is entitled to one vote for each Lot owned on which full dues, assessments and other charges have been paid. 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. When an entity or more than one person holds an ownership interest in a Lot, the Owners shall file a written notice with the Association designating the individual representative who shall vote at Association meetings and receive all Association notices and communications on behalf of those Owners. The Owners may change the designated representative at any time by filing a new notice with the Association. The Owners shall determine how they exercise their vote for their Lot, but in no event shall the Owners cast more than one vote with respect to any one Lot. At any Association meeting or where action is taken without a meeting in accordance with these Amended and Restated Bylaws, the chairperson of the meeting or the Board may waive the filing of the written notice as a prerequisite to voting. Except as otherwise set forth in these Bylaws or in the other Subdivision Documents, when reference is made to a majority or specific percentage of Owners, the reference shall be deemed to be reference to a majority or specific percentage of the votes of Owners in good standing.

Section 3. Voting Method. Votes may be cast in person, or by proxy at the annual meetings. The Board of Directors may permit the casting of votes by mail, delivery, electronic transmission, or any other method that the Board approves. At any meeting in which votes are being cast, two volunteers shall be sought to be the inspectors of election and who will be responsible for the collection, counting, and tallying of all votes. The inspectors of election may not be existing Board members, nominees for the Board, or relatives of either current Board members or nominees. Any proxies, written votes or other votes cast by means allowed in in these bylaws must be filed with the Association's Secretary or such other person or entity that the Board may designate at or before the appointed time of each Association meeting or voting deadline if no meeting is held. Cumulative voting is not permitted.

Section 4. Action without Meeting. Any action that may be taken at an Association meeting (except for electing or removing Directors) may be taken without a meeting by written vote or ballot of the Owners. Pursuant to Section 408 of the Nonprofit Corporation Act, the notice of any action under this Section shall specify the time by which the Association must receive the written vote, which shall not be less than 20 nor more than 90 days after the date the written vote is provided to the members. Written votes or ballots shall be solicited in the same manner as provided in these Bylaws for the giving of notice of Association meetings. The solicitations shall specify: (1) the proposed action; (2) that the Owners can vote for or against any proposed action; (3) the percentage of approvals necessary to approve the action; and (4) the time by which written votes must be received to be counted. Approval by written vote or ballot shall be constituted by receipt, within the time specified in the written vote or ballot, of a number of approvals that equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting.

ARTICLE IV OWNER MEETINGS

Section 1. Place of Meetings. Association meetings shall be held at any suitable place

convenient to the Owners as the Board may designate. Association meetings shall be guided by Roberts Rules of Order or some other generally recognized manual of parliamentary procedure when not otherwise in conflict with the Articles of Incorporation, the Declarations or the laws of the State of Michigan. Owners must be in good standing to speak at Association meetings or to address the Board or Owners at any Association meetings.

Section 2. Annual Meeting. The Association shall hold its annual meeting in the month of May each succeeding year at a date, time and place as the Board of Directors determines. The Board may change the date of the annual meeting in any given year, provided that at least one meeting is held in each calendar year, between 9 and 12 months after the previous year's meeting. At the annual meeting, there shall be elected by ballot or acclamation of the Owners a Board of Directors in accordance with the requirements of Article V of these Bylaws. The Owners may also transact at annual meetings other Association business as may properly come before them.

Section 3. Special Meetings. Special meetings of the Owners may be called at any time by the President, by a majority of the Board of Directors or upon the written request of the Owners in good standing entitled to cast not less than 20% of the votes of the Owners in good standing. Members have a right to overturn a Board decision which relates to an expense that exceeds 5% of the Association's annual budget, except for expenses incurred due to emergencies.

Section 4. Notice of Meetings. The Secretary or other Board authorized person shall serve each Owner a notice of each annual or special meeting at least ten (10) days, but not more than sixty (60) days, prior to the meeting. Notice of Association meetings shall be mailed to the Owner at the address last appearing on the Association's books or supplied by the Owner to the Association for the purpose of notice or, in lieu of the foregoing, notice may be given by electronic transmission, or notice may be hand delivered to the Residence if the Owner is a resident of the Residence. The notice shall specify the place, day, and hour of the meeting and, in case of special meeting, the exact purpose of the meeting, including the text of any proposals to be voted on at the special meeting. Waiver by an Owner in writing of the required notice, signed by them before or after the meeting, shall be equivalent to the giving of notice.

Section 5. Order of Business. The order of business at the annual meeting shall be:

- A. Roll call;
- B. Reading of notice and proof of mailing;
- C. Reading of Minutes of last meeting;
- D. Report of the President;
- E. Report of the Secretary;
- F. Report of the Treasurer;
- G. Committee reports;
- H. Election of Directors;
- I. Old business;
- J. New business;
- K. Adjournment.

The President, or other presiding officer, may vary the order of business at any meeting, in the absence of objection of a majority of the Owners in good standing in attendance at the meeting.

Section 6. Remote Communication Attendance; Remote Communication Meetings. An Owner may participate in a meeting of the Owners by a conference telephone or by other means of remote communication through which all persons participating in the meeting may hear each other, if the Board determines to permit such participation and (a) the means of remote communication permitted are included in the notice of the meeting or (b) if notice is waived or not required. All participants shall be advised of the means of remote communication in use and the names of the participants in the meeting shall be divulged to all participants. Owners participating in a meeting by means of remote communication are considered present in person and may vote at the meeting if all of the following are met: (a) the Association implements reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of remote communication is an Owner or proxy holder; (b) the Association implements reasonable measures to provide each Owner and proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Owners, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (c) if any Owner or proxy holder votes or takes other action at the meeting by means of remote communication, a record of the vote or other action is maintained by the Association. An Owner may be present and vote at an adjourned Owner meeting by means of remote communication if they were permitted to be present and vote by the means of remote communication in the original meetings notice given. The Board may hold an Owner meeting conducted solely by means of remote communication.

Section 7. Quorum. The presence in person or by proxy of 40% of the Owners in good standing constitutes a quorum for holding an Owner meeting. The written vote of any person furnished at or prior to any duly called meeting at which meeting the person is not otherwise present in person or by proxy, or by the date as is established for voting in cases where no meeting is held, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. Any Owner who participates by remote communication in an Association meeting, as provided in Section 4 above, shall also be counted in determining the necessary quorum.

Section 8. Adjournment for Lack of Quorum. If any Owner meeting 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. The quorum for each subsequent meeting shall be reduced by 10% from the quorum requirement of the previously scheduled meeting (e.g., the original quorum of 40% is reduced to 36% at the first adjourned meeting).

Section 9. Minutes. The Association must keep minutes or a similar record of the proceedings of all Owner and Board of Director meetings. Unofficial minutes must be shared via email with all members, within a month after an annual meeting and Board of Directors meeting minutes should be placed in file within one month of meetings as well as distributed to all board members

ARTICLE V BOARD OF DIRECTORS

Section 1. Qualification and Number. All Directors must be Owners, trustees of trusts

owning Residences or officers, directors, members, or employees of business entities owning Residences. Any Director who is delinquent in any financial obligation owed to the Association, including late fees, shall pay in full the amount due within sixty (60) days of the delinquency. During the period of delinquency, the Director is not permitted to vote on any delinquency matter of another Owner, including matters that may affect the Director's own Lot. If the Director does not comply within the delinquency cure period, and notwithstanding the provisions of Section 3 below, the Director shall be deemed to have automatically resigned from the Board of Directors for the remainder of the Director's term and the vacancy shall be filled in accordance with Section 4 below. The Board shall consist of seven (7) members. No two occupants of the same Lot may serve on the Board of Directors at the same time. Directors shall serve without compensation, although Directors may be reimbursed for actual expenses incurred in the performance of their duties.

Section 2. Term. The respective terms of office for the Directors have been staggered based on election procedures previously adopted by the Association. In each year, either 3 or 2 Directors shall be elected for a 3-year term. All Board members shall hold office until their successors have been elected and hold their first meeting.

Section 3. Removal. At any regular or special Association meeting duly called and held, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all Owners in good standing, and a successor may then and there be elected to fill the vacancy thus created, with the successor Director serving until the end of the term of the Director who they replaced. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

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 Owners 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 they replaced and a successor is elected at the Association's annual meeting.

Section 5. Powers. The Board of Directors shall have power to:

A. **Management.** To fulfill all responsibilities and duties, and exercise all rights and privileges, set forth in the Declarations, these Bylaws, and any Rules and Regulations of this Association;

B. **Collecting Assessments.** To levy and collect assessments from the Owners and to use the proceeds thereof for the purposes of the Association in accordance with the Declarations;

C. **Insurance.** To carry insurance relative to all Association property and the Common Areas, and to collect and allocate the proceeds thereof;

D. **Rebuild Improvements.** To rebuild improvements after casualty, subject to the terms of the Declarations;

E. **Contract and Employ Persons.** To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance and administration of the

Association, its property, areas of responsibility set forth in the Declarations and the Common Areas. The Board of Directors may hire a management company to assist with the business of the Association if there are no volunteers; however, if there are willing volunteers, the hiring of a management company shall require the approval of two-thirds (2/3rds) of the members in good standing;

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

G. Taxes. To pay real and personal property taxes and governmental; special assessments which are or may become a lien on the Association property or the Common Areas;

H. Rules and Regulations. To make rules and regulations in accordance with the Declarations. Any rule or regulation adopted by the Board of Directors may be revoked by a majority vote of the Owners in good standing;

I. Committees. To establish committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Association property and the Common Areas and to delegate to the committees, or any specific Officers or Directors of the Association any functions or responsibilities which are not by law or the Declarations or Articles of Incorporation required to be performed by the Board;

J. Representative Duties. To represent Owners on matters of mutual interest before any governmental and administrative bodies, boards, and agencies;

K. Enforce Subdivision Documents. To enforce the provisions of the Subdivision Documents including, without limitation, the Declarations, the Articles of Incorporation, the Amended Association Bylaws and the Association's Rules and Regulations;

L. Other. In furtherance of the foregoing purposes, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Subdivisions, the Common Areas and property under the jurisdiction of the Association.

Section 6. Regular Meetings. Regular Board of Directors meetings may be held at times and places as shall be determined from time to time with at least 5 of 7 present of the Directors. At least two (2) meetings shall be held during each fiscal year. Dates of meetings shall be agreed upon by the board members with notice of regular Board meetings being given to each Director personally, or by mail, telephone, or electronic transmission at least ten (10) days prior to the date of the meeting.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the president for emergencies upon three (3) days' notice, or within 10 days if for non-emergencies, to each Director. Notice of special Board meetings shall be given to each Director personally, or by mail, telephone, or electronic transmission. The notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president, secretary, or other appropriate officer in like manner and on like notice on the written request of two Directors.

Section 8. Quorum and Vote. The presence of 5 of 7 of the Directors then in office at a meeting shall constitute a quorum for the transaction of business, and the acts of 5 of 7 of the Directors present at a meeting at which there is a quorum shall be the acts of the Board of Directors. A Director will be considered present and may vote on matters before the Board by remote communication, electronically or by any other method giving the remainder of the Board sufficient notice of the absent Director's vote and position on any given matter. If at any Board meeting there is less than a quorum present, the majority of those present may adjourn the meeting.

Section 9. Action without Meeting. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid in the absence of a meeting if consented to in writing, including by electronic transmission, by at least 5 of 7 of the Directors; provided, that all Board members must first be provided with notice personally, by mail, telephone or electronic transmission, of the proposed action before any action is approved. Further, the presiding Association officer, in exceptional cases requiring immediate action, may poll all Directors by phone for a vote, and provided the action is consented to by the requisite number of Directors, the vote shall constitute valid action by the Board. The results of any vote along with the issue voted upon pursuant to this Section shall be noted in the minutes of the next Board meeting to take place.

Section 10. Closing of Board of Director Meetings; 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 Owners, if there is privileged or confidential information that the Owners are not entitled to hear, or may permit Owners to attend a portion or all of any meeting of the Board of Directors. Any Owner shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no Owner 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 the Michigan Court Rules.

Section 11. Remote Communication. Board members may participate in any meeting by means of conference telephone or other means of remote communication through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting by these means constitutes presence in person at the meeting.

ARTICLE VI OFFICERS AND THEIR DUTIES

Section 1. Designation. The principal Association officers are a president, vice president, secretary, and treasurer. The Directors may appoint other officers as may be necessary. Any two offices except that of president and vice president may be held by one person. The President must be a member of the Board of Directors. Officers shall serve without compensation, although Officers may be reimbursed for actual expenses incurred in the performance of their duties.

Section 2. Appointment. The Board of Directors shall appoint the Association's officers annually and all officers shall hold office at the Board's pleasure.

Section 3. Removal. The Board of Directors may remove any officer either with or without

cause, and the successor to the removed officer may be elected at any regular Board meeting or at any special Board meeting called for such purpose.

Section 4. President. The president shall be the Association's chief executive officer and shall preside at all Association and Board meetings. The president has all the general powers and duties which are usually vested in the office of the president of a nonprofit corporation.

Section 5. Vice President. The vice president shall take the place of the president and perform the president's duties whenever the president is absent or unable to act. If neither the president nor the vice president can act, the Board of Directors shall appoint some other Board member to so do on an interim basis. The vice president shall also perform other duties as shall from time to time be imposed by the Board of Directors.

Section 6. Secretary. The secretary shall keep the minutes of all Board and Association meetings, be responsible for maintaining a record of the minutes and of the books and other records as the Board of Directors may direct, and shall in general perform all duties incident to the office of the secretary. The secretary will distribute, via email to all members, a summary of the annual meeting, within one month after the meeting. The secretary will have minutes from the previous annual meeting at the board meeting.

Section 7. Treasurer. The treasurer is responsible for keeping full and accurate accounts of all receipts and disbursements in the Association's books. The treasurer shall also be responsible for depositing all money and other valuable Association papers, in the name of and to the Association's credit, in such depositories that the Board may designate from time to time. The treasurer shall make an annual summary report to the membership at the annual meeting.

ARTICLE VII JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Owners shall be brought in the Association's name. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend, or settle claims on behalf of all Owners in connection with the Common Areas.

ARTICLE VIII FINANCES, BOOKS AND RECORDS

Section 1. Fiscal Year. The Association's fiscal year shall be an annual period commencing on the date the Board may initially determine. The commencement date of the Association's fiscal year is subject to change by the Board of Directors for accounting reasons or other good cause.

Section 2. Banking; Investment of Funds. Association funds shall be deposited in such bank or other depository as the Board may designate and shall be withdrawn only upon the check or order of those officers, employees or agents as are designated by Board resolution from time to time. Association funds shall only be held in accounts that are fully insured or backed by the full faith and credit of the United States Government. The Association may only utilize depositories or instruments

where there is no risk of principal loss for investment of its monies.

Section 3. Inspection of Records. Subject to the Association's rules and regulations, the Association's books, records, and papers shall, during reasonable business hours, be subject to inspection at the Association's principal office by any Owner.

ARTICLE IX INDEMNIFICATION

Section 1. Indemnification of Directors, Officers, and Volunteers. The Association shall indemnify every Director, officer and volunteer of the Association against all expenses and liabilities, including reasonable attorney fees and amounts paid in settlement incurred by or imposed upon the Director, officer, or volunteer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, administrative, or investigative and whether formal or informal, to which the Director, officer, or volunteer may be a party or in which they may become by reason of their being or having been a Director, officer, or volunteer of the Association, whether or not they are a Director, officer, or volunteer at the time the expenses are incurred, except in those cases where the Director or officer is in violation of any law, mismanaging funds, breach of fiduciary duty, willful or wanton misconduct or gross negligence in the performance of the Director's, officer's, or volunteer's duties, and except as otherwise prohibited by law; provided, if any claim for reimbursement or indemnification based upon a settlement by the Director, officer, or volunteer seeking the reimbursement or indemnification, the indemnification shall apply only if the Board of Directors (with any Director seeking reimbursement abstaining) approves the settlement and reimbursement as being in the Association's best interest. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which the Director, officer, or volunteer may be entitled. The Board of Directors shall notify all Owners of payment of any indemnification that it has approved at least ten (10) days before payment is made. The indemnification rights of this Article shall be at all times construed to be consistent with those contained in the Articles of Incorporation of the Association.

Section 2. Directors' and Officers' Insurance. The Association shall provide liability insurance for every Director and every officer of the Association for the same purposes provided above in Section 1 and in amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. No Director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided to a Director or officer was not waived by the Director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms of this Article, a Director or officer shall be reimbursed or indemnified only for the excess amounts under Section 1 above or other applicable statutory indemnification.

ARTICLE X MISCELLANEOUS

Section 1. Amendments. These Bylaws may be amended or repealed and new Bylaws adopted at any regular or special Association meeting, or by other methods allowed by these Bylaws for voting upon matters, by the affirmative vote of a majority of Owners in good standing.

Section 2. Conflicts. In the case of any conflict between the Articles of Incorporation and

these Bylaws, the Articles shall control. In the case of any conflict between the Declarations and these Bylaws, the Declarations shall control.

SUBDIVISION PLATS
LONG LAKE SHORES, LONG LAKE
SHORES NO. 1, AND LONG LAKE
SHORES NO. 2

PLATS COMPRISING THE SUBDIVISIONS

(see attached)

"LONG LAKE SHORES"

A SUBDIVISION OF PART OF THE N $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF SEC. 12, T2N, R9E, WEST BLOOMFIELD TWP.,
AND PART OF THE W. FRAC $\frac{1}{2}$ OF SEC. 7, T2N, R10E, BLOOMFIELD TWP.,
ALL IN OAKLAND CO., MICH.

1 20 40 60 80
SCALE (HORIZONTAL FEET)

UPPER

LONG

LAKE



Notes:
All dimensions are in feet and decimals thereof
All curve distances are measured along the arc

Notes:
All boundaries, unless otherwise indicated, are private
boundaries for subject and adjacent owners.

37218

36718

[illegible]

ENJOY ALL MEN BY THESE PRESENTS. That we, Israel Davidson and Fannie Davidson, the wife of the said Israel Davidson, and Esther Long Lake, formerly a limited partnership by Fannie Davidson and Israel Davidson, our partners and proprietors, do hereby certify that we have entered into a contract with the undersigned, and out and placed to be known as "LONG LAKE SHORES" a corporation, of and of the city of Sault Ste. Marie, Mich., of the State of Michigan, to build and operate a hotel and resort on Long Lake, Mich., and on the shore of said lake, and hereby dedicated to the use of the public.

Adkins, Carlisle	
Epaphio, George	Shirley
Adkins, Carlisle	
Epaphio, George	Shirley

James S. [unclear]
James S. [unclear]

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

Francis A. May

On this 15 day of July A.D. 1888, before me a Notary Public in and for said county personally came the above named Israel Davidson and having read to him the within instrument he said to be his partners who executed the above declaration and the contents of the same he said free and of sound mind and of legal age and that he said Israel Davidson is a resident of said county and being duly sworn by me did say that he is a general partner in the above said Late Realty Company, a limited partnership, and as such has authority to execute the above instrument for the said dying Israel Davidson.

PAID BY THE
U.S. DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
WASHINGTON, D.C. 20530

David H. Hadden (1901-1981)

상업은행의 설립은 1908년 11월 1일

This plot was approved by the Township Board of the Township of West Bloomfield at a meeting held August 26, 1901.

Rich. E. Hoagland
June 11, 1904

2000 Books
 2000 Books
 2000 Books

Ben E. Burrell

This plot was approved by the Township Board of the Township of Bloomfield at a meeting held March 14, 1902.

William J. McAlpine
 1000 1st St.
 San Francisco, Cal.

I hereby certify that the plot herein delineated is a correct one and that permanent initial measurements consisting of bars not less than one-half (1/2) inch in diameter and thirty (30) feet in length, indicated on a coordinate grid, were placed at points marked on the map. I also certify that all angles in the boundaries of the land plotted, all intersections of roads and of intersections of the roads with boundaries of the plot as shown on said plot.

The table contains 37 data numbers (1 to 37) with columns:

[illegible]

OAKLAND COUNTY TREASURER OFFICERS
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Amos.

Саму

Age Group	Percentage of Respondents
18-29	85%
30-49	80%
50-69	75%
70+	70%

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-04-2010 BY 60322 UCBAW/SJS/STP

Notes and Number One
with a number one

[illegible]

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Journal compilation © 2007 Blackwell Publishing Ltd

APPROVED THIS 3rd day
of June 1947
Lieut. Col. [Signature]
[Signature]
[Signature]

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 04-11-2011 BY 60322 UCBAW/SJS/STP

[illegible]

THE UNIVERSITY OF CHICAGO PRESS

FROM ALL MEN BY WHOM RECEIVED, that we, the Power Long-Loss Society Company, a limited partnership by Francis A. Thaine, a general partner, Title Holdings, as specialities, have bought the land contained in the annexed plan to be surveyed, laid out and granted to be known as "LAND LOST DURING NO. 1" a subdivision of part of the S. W. Area, 1/4 of Section 7, T. 3 N., R. 10 E., Minnesota Twp., Oakland Co., Mich., and that the lands as shown on said plan are hereby dedicated to the use of the public.

signed and sealed in the presence of:

SPIN LOW CARB HEART DISEASE 199

[Signature] 01/19/98
[Signature] 01/19/98


 WILLIAM H. MILLER - 4th DISTRICT JUDGE

DEATH OF WITNESS
SUBJECT OF CASE 3.3.

On this day of 1964, I, J. Edgar Hoover, do hereby certify that the above is a true and correct copy of the original document as it appears in the files of the Federal Bureau of Investigation.

STACY PETER TO THE FBI OFFICE
BY TELEPHONE 10/10/68

IDENTIFIANT OF WORKING JOURNAL

This plot was approved by the Township Board of the Township of Glenfield at a meeting held March 24 1993, p.

Sam H. Russell Aug 11, 1899

— 100 —

I hereby certify that the plot shown delineated is a correct one and that permanent aerial monuments consisting of iron bolt heads one-half (1/2) inch in diameter and three-eighths (3/8) inches in length, exposed in a concrete cylinder at least four (4) inches in diameter and three-eighths (3/8) inches in depth have been placed at points marked thus on the corner corners at all angles in the boundaries of the land granted, at all intersections of roads and at intersections of the roads with boundaries of the plot as shown on said plat.

Walter J. McElroy
 Estate of J. McElroy
 Registered Land between No. 100

2002年12月15日

[illegible]

This (14) contains (13) into, without it, is in both halves.

2004550

LONG LAKE SHORES No. 2

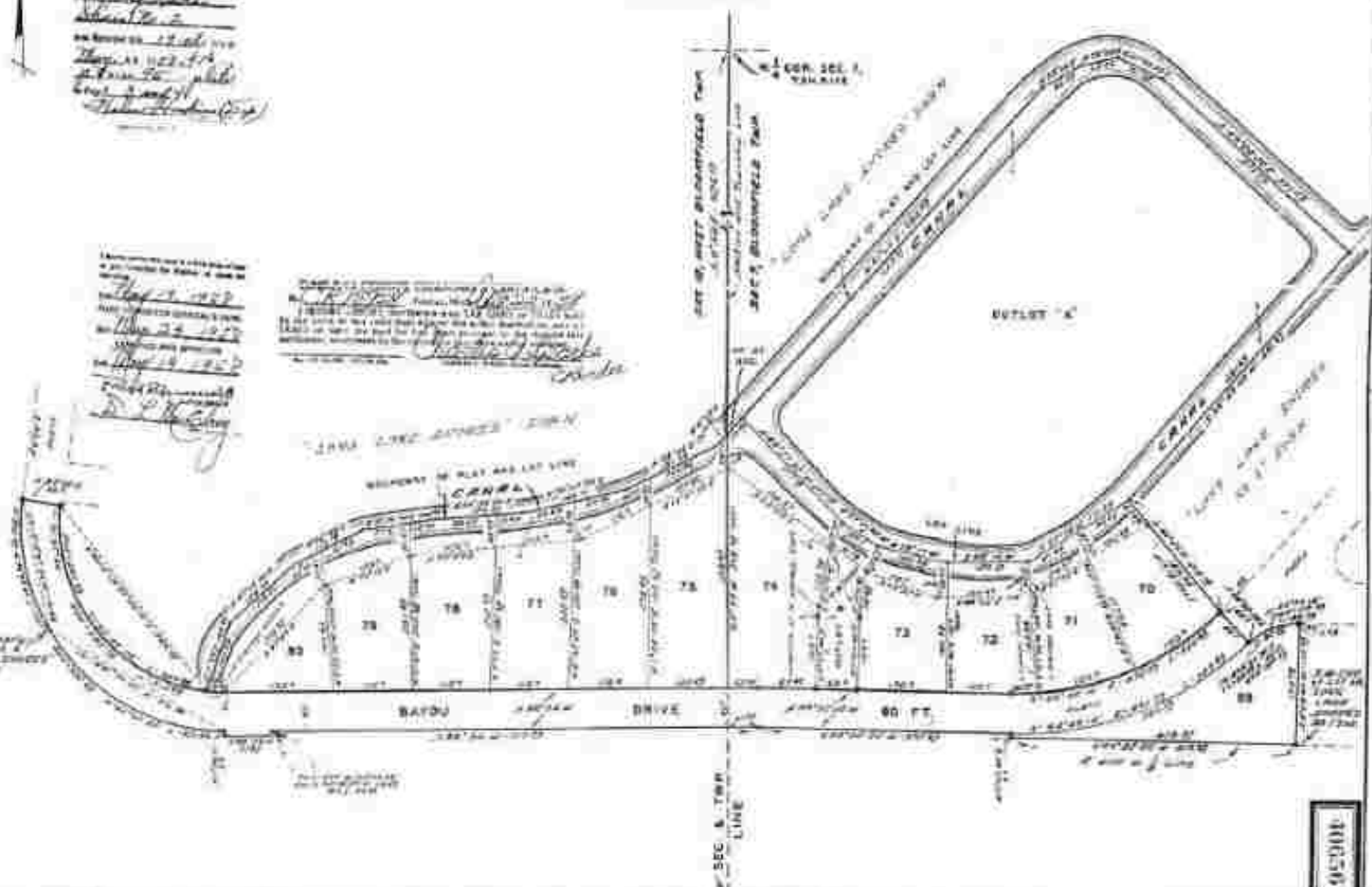
A SUBDIVISION OF PART OF THE SW FRAC. $\frac{1}{4}$ OF SECTION 7, T2N, R9E, BLOOMFIELD TWP.,
AND PART OF THE SE $\frac{1}{4}$ OF SECTION 12, T2N, R9E, WEST BLOOMFIELD TWP.,
ALL IN OAKLAND CO., MICH.

SCALE 1"=100' HORIZONTAL
ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF
ALL CURVE DISTANCES ARE MEASURED ALONG THE ARC

COPY
Surveyed by
C. H. H. H. H.
Subscribed to
on Record on 12th day
of May 1922
at 10:00 A.M.
before me
Notary Public for Michigan
J. H. H. H.

MIDDLE BELT ROAD

"LONG LAKE SHORES" ROAD



40070

A SUBDIVISION OF PART OF THE SW FRAC. $\frac{1}{4}$ OF SECTION 7, T.2N., R.10E., BLOOMFIELD TWP.,
AND PART OF THE SE $\frac{1}{4}$ OF SECTION 12, T.2N., R.9E., WEST BLOOMFIELD TWP.,
ALL IN OAKLAND CO., MICH.

[illegible]

Ernest J. Branch
 Donald R. Woodward
 Ernest J. Branch
 Donald R. Woodward

STATE OF UCHIAN
COUNTY OF WASH.

On this 20th day of April, 1964, before me a Notary Public in and for said county, personally came the above named FREDERICK E. PHILLIPS, to me personally known, who being duly sworn by me in the way that he is a general partner in the partnership known as LAKE HAVAS RECREATION TRAILER TRAIL, as such has authority to execute the above instrument on the said name, said Lake Havas Community.

For more information, contact the author at john@johnmccall.com.

This plot was approved by the Township Board of the Township of West Bloomfield at a meeting held March 14 2000 A.D.

THIS PLAN WAS APPROVED BY THE TOWNSHIP BOARD OF THE TOWNSHIP OF MINNEFIELD ON

I hereby certify that the plot herein delineated is a correct one and that permanent aerial reconnaissance consisting of two or four times each year will be made in December and March-April (1944) between a length enclosed in a separate cylinder at least four (4) inches in diameter and thirty-six (36) inches in length over the beds placed at certain seasonal times as shown above and all samples in the neighborhood of the bed plotted, at all discontinuities of sands and in inter-beddings of the sands with breccias of the plot as shown on said plot.

WILLIAM W. SANDS
Sergeant, 1st Cavalry Division, 1941

[illegible]

This play contains (1) late, ~~un~~used BB in 90 3-400 isolates, plus (2) isolates A and B.

Approved by Oakland County Plat
Board, pursuant to Act 22 of 1976, on
10/1/1976, at 3:30 PM.
By David Murphy Notary Public
for the State of Michigan
My Comm. Expires 12/31/1977
10/1/1976

EDITED AND APPROVED
BY LUCY H. HARRIS, M.D.

NAME James E. Smith GRADE 2 DATE April 16, 1956

RECEIVED OF *Edw. L. L.*
 \$ *100.00*
 For *Edw. L. L.*
Edw. L. L.

4/20/2013 10:03 AM

**ARTICLES OF INCORPORATION
LONG LAKE SHORES ASSOCIATION**

(Non-Profit)

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming a non-profit corporation under the provisions of Act No. 527 of the Public Acts of 1931, as amended, as follows:

ARTICLE I.

The name of the corporation is LONG LAKE SHORES ASSOCIATION

(Please type or print corporate name)

ARTICLE II.

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

1. To maintain, uphold and enforce building and use restrictions of record in connection with the Long Lake Shores Subdivision located in Bloomfield Township, Oakland County, Michigan.
2. To own, operate, maintain, improve, develop and repair recreational facilities in said subdivision for the benefit and convenience of all members of this corporation.
3. To initiate, maintain, carry on, assist and develop suits, actions, activities, petitions, plans and projects for the improvement, convenience, benefit and welfare of said Subdivision and for all of the members of this corporation.
4. To hold, sell, mortgage, lease, exchange, pledge, encumber, hypothecate or otherwise deal in or dispose of property, real, personal or mixed, of every name, nature, kind and description, incidental, necessary, convenient or desirable for carrying out or connected with the purposes and objects of this corporation.

ARTICLE III.

Location of the first registered office is:

1954 Long Lake Shores, Bloomfield Township, Orchard Lake, R 2, Oakland County, Michigan
(No) (Street) (City) (Zone) (County)

Postoffice address of the first registered office is:

1954 Long Lake Shores, Bloomfield Township, Orchard Lake, R 2, Oakland County, Michigan
(No and Street or P. O. Box) (City) (Zone)

ARTICLE IV.

The name of the first resident agent is Harry E. Lewis

ARTICLE V.

Said corporation is organized upon a

non-stock

basis.

—(b)—

—(c) upon a stockholders basis, fill in the following:—

XX

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXX

XX

XX

—(d)—

—(e) upon a non-stock basis enter per paragraph (a) above and fill in the following:—

The amount of assets which said corporation possesses is:

*Real property:

None

*Personal property: Two Hundred (\$200.00) Dollars cash.

*Give description and value:

Said corporation is to be financed under the following general plan: Payment of membership fees, assessments and dues.

ARTICLE VI.

Fill names and places of residence, or business, of each of the incorporators and if a corporation, organized upon a stockholders basis, the number of shares of stock authorized for by each are as follows:

(All have been required)

Please type or print following information if possible:

NAMES	RESIDENCE OR BUSINESS ADDRESS		NUMBER OF SHARES
	(No.)	(Street)	
Harry E. Lewis	1954 Long Lake Shores,	Bloomfield Township, Orchard Lake, R. 2, Oakland County, Michigan	
Clayton Detmers	1978 Long Lake Shores, Box 13,	Bloomfield Hills, Michigan	
Lloyd Farretson	1986 Long Lake Shores,	Orchard Lake, Michigan	R. 2
Kenneth S. Brown	1906 Long Lake Shores,	Orchard Lake, Michigan	R. 2
Bliss E. French	3631 Bayou,	Orchard Lake, Michigan	R. 2
Douglas McKnight	25328 Renley,	Huntington Woods, Michigan	
William L. Doerr	1809 Long Lake Shores,	Orchard Lake, Michigan	R. 2

The names and addresses of the first board of directors are as follows:
(All land filed required)

NAME	ADDRESS
Harry E. Lewis	1954 Long Lake Shores, Bloomfield Township, Orchard Lake, R 2, Oakland County, Michigan
Clayton Detmers	1978 Long Lake Shores, Box 13, Bloomfield Hills, Michigan
Lloyd Garretson	1986 Long Lake Shores, Orchard Lake, Michigan
Kenneth S. Brown	1906 Long Lake Shores, Orchard Lake, Michigan
Bliss E. French	3631 Bayou, Orchard Lake, Michigan
Douglas McKnight	2528 Menley, Huntington Woods, Michigan
William L. Doerr	1809 Long Lake Shores, Orchard Lake, Michigan

ARTICLE VIII.

The term of the corporate existence is thirty (30) years.

ARTICLE IX.

(None have any desired additional provisions authorized by the Act.)

We, the incorporators, sign our names this

23 day of June, 1958.

Bliss E. French
(Bliss E. French)
Douglas McKnight
(Douglas McKnight)
William L. Doerr
(William L. Doerr)

(All parties appearing under Article VI are required to sign and acknowledge)

Harry E. Lewis
(Harry E. Lewis)
Clayton Detmers
(Clayton Detmers)
Lloyd Garretson
(Lloyd Garretson)
Kenneth S. Brown
(Kenneth S. Brown)

STATE OF MICHIGAN
COUNTY OF WAYNE

On this 23 day of June, 1958, before me personally

appeared Harry E. Lewis, Clayton Detmers, Lloyd Garretson, Kenneth S. Brown,
Bliss E. French, Douglas McKnight, and William L. Doerr

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Beulah May Blanton
(Signature) (Notary)

BEULAH MAY BLANTON

(Print or type name of notary)

Notary Public for Wayne County,
State of Michigan.

FRANCHISE FEE \$10.00
FILING FEE \$10.00

My Commission expires 3/30/59

(Notarist not required if acknowledgment taken out of State)

ORIGINAL
(Non-Profit)
MICHIGAN
ARTICLES OF INCORPORATION
OF

W3 LAKE SHORES ASSOCIATION
(Please type or print corporate name)

der Act 327, Public Acts of 1931, as amended

(This form prepared by Michigan Corporation and
Articles Commission.)

FILED

Lawrence J. [Signature]

Michigan Corporation & Securities Commission

ALL THREE SIGNED AND ACKNOWLEDGED
COPIES TO:

Michigan Corporation & Securities Commission
7, Box 208, Lansing 4, Michigan

Fees \$20.00



RECEIVED

AUG 11 1958

MICHIGAN CORPORATION AND
SECURITIES COMMISSION
RECEIVED

AUG 15 1958

MICHIGAN CORPORATION AND
SECURITIES COMMISSION

MICHIGAN CORPORATION AND
SECURITIES COMMISSION

AUG 15 1958

Ant. [Signature]
Compared by

**CERTIFICATE OF AMENDMENT TO
ARTICLES OF INCORPORATION
LONG LAKE SHORES ASSOCIATION**

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU	
(FOR BUREAU USE ONLY) <div style="text-align: center;"> FILED OCT 29 1987 Administrator MICHIGAN DEPT. OF COMMERCE Corporation & Securities Bureau </div>	Date Received OCT, 22 1987

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Corporations

(Please read instructions and Paperwork Reduction Act notice on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended (profit corporations), or Act 162, Public Acts of 1982, as amended (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:	LONG LAKE SHORES ASSOCIATION
2. The corporation identification number (CID) assigned by the Bureau is:	770-102
3. The location of its registered office is:	1920 Bayou Dr. Bloomfield Hills, Mi. 48013
(Signed: Attorney)	(City) Michigan (Zip Code)

4. Article EIGHT of the Articles of Incorporation is hereby amended to read as follows:

The term of the corporate existence is perpetual

ly

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES. OTHERWISE, COMPLETE SECTION (b)

- a. ☐ The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the board of directors or trustees.

Signed this _____ day of _____, 19____

(Signatures of all incorporators; type or print name under each signature)

- b. ☒ The foregoing amendment to the Articles of Incorporation was duly adopted on the 5th day of October, 1987. The amendment: (check one of the following)

☐ was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.

☒ was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.

☐ was duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☐ was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.

Signed this 19th day of October, 1987

By Paul E. Carriock, President

(Type or Print Name)

(Type or Print Name)

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Name of person or organization
remitting fees:

Powers, Chapman, DeAgostino,
Meyers, McTigue & Milia, P.C.

Preparer's name and business
telephone number:

Ward D. Powers

(313) 643-6500

Ward D. Powers
Powers, Chapman, DeAgostino, Meyers, McTigue
& Milia, P.C.
3001 W. Big Beaver, Ste. 704
Troy, Michigan 48064

INFORMATION AND INSTRUCTIONS

1. This form is issued under the authority of Act 284, P.A. of 1972, as amended, and Act 162, P.A. of 1982, as amended. The amendment cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.

Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.

3. This document is to be used pursuant to the provisions of section 631 of the Act for the purpose of amending the articles of incorporation of a domestic profit or nonprofit corporation. Do not use this form for restated articles. A nonprofit corporation is one incorporated to carry out any lawful purpose or purposes not involving pecuniary profit or gain for its directors, officers, shareholders, or members. A nonprofit corporation organized on a nonstock directorship basis, as authorized by Section 302 of the Act, may or may not have members, but if it has members, the members are not entitled to vote.
4. Item 2 — Enter the identification number previously assigned by the Bureau. If this number is unknown, leave it blank.
5. Item 4 — The article being amended must be set forth in its entirety. However, if the article being amended is divided into separately identifiable sections, only the sections being amended need be included.
6. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated.
7. If the amendment is adopted before the first meeting of the board of directors, item 5(a) must be completed and signed in ink by all of the incorporators listed in Article V of the Articles of Incorporation. If the amendment is otherwise adopted, item 5(b) must be completed and signed in ink by the president, vice-president, chairperson, or vice-chairperson of the corporation.

8. FEES: Filing fee (Make remittance payable to State of Michigan) \$10.00
Franchise fee for profit corporations (payable only if authorized capital stock has increased) — ½ mill (.0005) on each dollar of increase over highest previous authorized capital stock.

9. Mail form and fee to:

Michigan Department of Commerce
Corporation and Securities Bureau
Corporation Division
P.O. Box 30054
Lansing, MI 48909
Telephone: (517) 334-6302