

BYLAWS
OF
PHEASANT RUN ROAD MAINTENANCE ASSOCIATION, INC.

1. Name and Location. The name of the corporation (the "Corporation") is PHEASANT RUN ROAD MAINTENANCE ASSOCIATION, INC. The principal office of the Association shall be located at 1150 South Canton Center Road, Canton, Michigan 48188-1699 (the "Principal Office").

2. Meetings. Meetings of the Board of Directors of the Corporation (the "Board") shall be held at the Principal Office, or from time to time, at such other place or places within the State of Michigan, County of Wayne, as may be designated by unanimous consent of the Board.

3. Organization. The Corporation has been organized as a nonprofit corporation under and pursuant to the provisions of Act 162, Public Acts of 1982, as amended (the "Michigan Nonprofit Corporation Act"), upon a non-stock, membership basis.

4. Purpose. The Corporation has been organized in accordance with the terms and provisions of, to serve as, and to exercise the powers and authority granted and/or delegated to, the Roadway Manager, under that certain Declaration of Reciprocal Roadway Easement dated March 8, 1993, and recorded March 9, 1993, in liber 26390, page 818, Register No. 93/054743, Wayne County Records, as amended (the "Declaration"), including, without limitation, the power and authority (i) to exclusively administer the operation, maintenance, improvement, repair and replacement of the several elements comprising each Roadway, subject to the Declaration; (ii) to prescribe reasonable rules and regulations (the "Rules and Regulations") for the use of the Roadways, and otherwise regarding the conduct of each Developer, Association, Owner, Occupant and Permittee within the Roadway Areas; (iii) to enforce the provisions of the Declaration, including, without limitation, the provisions of the Declaration relating to (a) annual budgeting by the Roadway Manager, and (b) the payment of mandatory annual assessments to the Roadway Manager by each Association, and the Township, to defray the costs of operating, maintaining, improving, repairing and replacing the Roadways, including, without limitation (1) the costs of the Roadway Manager, and (2) the costs of adequate public liability and property damage insurance coverage in regard to the Roadways; and (iv) to enforce the Utility Easements, and the Rules and Regulations. The Roadways are inter-connected, and traverse certain real property owned by the Township, and certain adjacent residential subdivisions in the Township, more commonly known as Pheasant View Subdivision, Fairways at Pheasant Run Subdivision, Fairway Pines at Pheasant Run Subdivision No. 1, and Fairways Pines at Pheasant Run Subdivision No. 2. The Roadways are private, and are not maintained by Wayne County.

5. Duties. The duties of the Corporation, as Roadway Manager, are set forth, at length, in the Declaration. The Board may retain a management agent to coordinate its functions and duties.

6. Defined Terms. Certain terms as used herein with initial capital letters shall, in each instance, have the meaning ascribed to such term in the Declaration, unless the context hereof shall otherwise require. In the event of any conflict between the Declaration and these Bylaws, the provisions of the Declaration shall control.

7. Assessments. The Corporation is empowered to levy and collect annual assessments from each Association, and the Township, in advance (the "Annual Assessments"), pursuant to an annual budget (the "Budget"), enacted and adopted by the Board for the calendar year next ensuing, or the remainder of the current year, as the case may be, for the purpose of (i) operating, maintaining, improving, repairing and replacing the Roadways then under the jurisdiction of the Roadway Manager (including, without limitation, the additional Roadways reasonably anticipated to come under the jurisdiction of the Roadway Manager during the calendar year covered by such Budget), and (ii) performing the other functions and duties assigned and/or delegated to the Roadway Manager under the Declaration. The allocable share of each Association, and the Township, in each Annual Assessment, shall be a percentage of the whole of such Annual Assessment based upon (and computed by a comparison of) the aggregate square footage of the Roadway Areas under the jurisdiction of the Roadway Manager owned by each Association, or the Township, as the case may be, and the aggregate square footage of all the Roadway Areas from time to time under the jurisdiction of the Roadway Manager. The Roadway Manager is also empowered to receive from each Association, and the Township, the Initial Funding Deposit set forth and described in the Declaration.

8. Composition of Board. The business, property and affairs of the Corporation shall be managed by the Board, which shall consist of five (5) members (the "Directors"), each a natural person, and being one (1) representative from each Association (the "Association Directors"), and two (2) representatives from (or appointed by) the Township (the "Township Representatives"). The Township Representatives may be designees appointed by the Township, and need not be elected officials, or employees, of the Township.

9. Term of Directors. Each Director shall serve for a term of two (2) years, unless such Director shall earlier die, resign or be removed, and each such Director may be appointed to successive terms by the relevant Association, or the Township, as the case may be.

10. Removal of Directors. Any Association Director may be removed from the Board, with or without cause, by appropriate action of the relevant Association. Any Township Representative may be removed from the Board, with or without cause, by appropriate action of the Township.

11. Resignation of Directors. Any Director may resign at any time.

12. Vacancies. In the event of the death, resignation or removal of an Association Director, his or her successor shall be appointed by the relevant Association, and such successor Director shall serve for the unexpired term of his or her predecessor. In the event of the death, resignation or removal of a Township Representative, his or her successor shall be appointed by the Township, and such successor Director shall serve for the unexpired term of his or her predecessor.

13. Compensation. A Director shall not receive anything of value from the Corporation for such services other than reimbursement for actual, reasonable and necessary expenses incurred by such Director in connection with the performance of his or her duties in such capacity. Accordingly, each Director shall be considered to be a "volunteer director" as that term is defined in the Michigan Nonprofit Corporation Act. The liability of a Director to the Corporation, and others, has been limited to the extent described in the Articles of Incorporation of the Corporation.

14. Meetings. Regular meetings of the Board shall be held monthly, without notice, at such place and time as shall be fixed, from time to time, by resolution of the Board. Meetings of the Board shall be held at the Principal Office, or at such other place within Wayne County, Michigan as may, from time to time, be fixed by resolution of the Board. Directors may participate in any meeting by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other, and participation in a meeting in such manner shall constitute presence in person at such meeting.

15. Special Meetings. Special meetings of the Board shall be held upon the written request of any two (2) or more Directors, stating the purpose of such meeting, upon at least three (3) days prior notice to each Director.

16. Action by Written Consent. The Directors shall have the right to take any action in the absence of a meeting which they could have taken at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

17. Administrative Officers. The administrative officers of the Corporation shall consist of (i) a Chairman of the Board (the "Chairman"), who shall also be the Chief Executive Officer of the Corporation, and (ii) a Vice Chairman of the Board (the "Vice Chairman"). The Township Representatives shall at all times, be the Chairman, and Vice Chairman, respectively, of the Corporation. The Chairman shall preside at all meetings of the Board; shall see to the execution of all resolutions of the Board; and shall sign all checks. The Vice Chairman shall act in the place and stead of the Chairman in the event of his or her absence, inability or refusal to act.

18. Quorum. At every meeting of the Board, a majority of the entire Board, including either the Chairman, or Vice Chairman, shall constitute a quorum for the transaction of business.

19. Voting. Each Director shall be entitled to cast one (1) vote on any question before the Board. Every act done, or decision made, by a majority of the Board, including the affirmative vote of either the Chairman, or Vice Chairman, at a duly held meeting, at which a quorum is present, shall be regarded as the act or decision of the Board.

20. Inspection. The books, records and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any Director. The Declaration, the Articles and these Bylaws, shall be available for inspection by any Director at the Principal Office, where copies may be purchased at reasonable cost.

21. Indemnification. The enumeration of the powers and duties of the Board, and the officers of the Corporation, set forth in these Bylaws are intended to set forth the authority of such persons to act, and are not intended to create contractual or other obligations on the part of such persons to actually accomplish the purposes and duties set forth herein. In no event shall a Director or officer of the Corporation have liability for any personal injury, death or property damage arising out of the actual or claimed breach of any power or duty specified above, except to the extent such person is finally judged to have been grossly negligent, or to have acted in bad faith in the performance of his or her duties, and then only to the extent permitted by the Articles. To the fullest extent permitted by law, the Corporation shall indemnify each person made or threatened to be made a party to any civil action or proceeding by reason of the fact that he or she, or his or her testator or intestate, is or was a Director, officer or managerial employee of the Corporation, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe the conduct was unlawful; provided, if the

action is by, or in the right of, the Corporation, indemnification shall not be made for a claim, issue or matter in which the person has been found liable to the Corporation, unless, and only to the extent that the court in which the action or suit was brought has determined in view of all the circumstances that the person is fairly and reasonably entitled to indemnification for expenses which the court considers proper.

22. Insurance. If authorized by the Board, the Corporation may purchase and maintain insurance against any such risks on behalf of any such person to the full extent permitted by the Michigan Nonprofit Corporation Act.

23. Seal. At the direction of the Board, the Corporation shall have a seal in circular form having the Corporation's name within its circumference.

24. Affixing and Attesting. The seal of the Corporation shall be in the custody of the Chairman, who shall have power to affix it to the proper corporate instruments and documents, and to attest to it.

25. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year of the Corporation shall begin on the date of incorporation of the Corporation.

26. Amendments. These Bylaws may be amended by the affirmative vote of at least four (4) Directors; provided that the provisions of these Bylaws which are governed by the Articles may not be amended except as provided in the Articles; and provided further that any matter stated herein to be, or which is in fact governed by the Declaration, may not be amended except as provided in the Declaration.

IN WITNESS WHEREOF, the undersigned, being all of the incorporators of the Corporation, have hereunto set their hands this ____ day of _____, 1997.

Signed in the presence of:

Signed by:

SUNFLOWER SEVEN ASSOCIATES, a Michigan general partnership

By: LEWISTON-SMITH DEVELOPMENT ASSOCIATES, a Michigan general partnership, Managing Partner

Kelly Ann Spencer

By:

Richard M. Lewiston,
Managing Partner

Colleen A. Mette

FAIRWAY PINES LIMITED
PARTNERSHIP, a Michigan
limited partnership

By: BILTMORE ASSOCIATES, INC., a
Michigan corporation, Managing
Partner

By: _____
Norman J. Cohen,
President

ISLAND LAKE ASSOCIATES, a
Michigan general partnership

By: GLENGARRY DEVELOPMENT
ASSOCIATES, a Michigan general
partnership, Managing Partner

By: _____
Richard M. Lewiston,
Managing Partner

Kelly Ann Spencer

Colleen A. Mette

CHARTER TOWNSHIP OF CANTON, a
Michigan municipal corporation

By: _____
Thomas J. Yack, Supervisor

And: _____
Terry G. Bennett, Clerk