

Wind-N-Wood



Out here, just minutes away, there's a place where peace and beauty co-exist. Broad fields, natural woodlands, giant trees, shady paths, sparkling little lakes, lovely vistas, birds, deer and an abundance of other wild animals and flowers are all around. This is an uncommonly spacious and beautiful place to live.

Welcome to Wind-N-Wood, a spacious neighborhood, tucked into a wonderful park-like area with trees, foot paths, riding trails, birds, wild life, and picturesque little lakes – 20 acres of common grounds including a wide green belt with mighty trees.

You become a member of the Wind-N-Wood Association when you purchase property within the subdivision. You and your neighbors control the common grounds. When developed, Wind-N-Wood used the services of a landscape architect to preserve and add to the natural beauty. Property restrictions protect your investment and your view. Underground utilities; natural water from community wells, peace and beauty without measure, all just a few minutes from Meridian Mall's fine shops, MSU's cultural advantages and the historic state capitol. There are excellent Williamston schools with bus service and the neighborhood has a prestigious Okemos address.

The road home is a peaceful lane among beautiful trees, along a placid lake. Wind-N-Wood, a prestigious planned community.

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Directions to Wind-n-Wood

Wind-N-Wood is located in Okemos, west of Meridian Road between Jolly Road and the C & O Railroad tracks. Zoned by Meridian Township as *Rural Residential*, original construction in the subdivision commenced in 1969 with building on lot #31. The last house was completed in 2006 on lot #3. The area includes ponds, a tennis court and generous common areas for the use of the residents and their guests. Currently 28 families reside in **Wind-N-Wood**. Social events are planned throughout the year to help develop a cohesive community.

From Grand River:

Go east on Grand River towards Williamston to Meridian Road South, which is a right turn just past Meridian Road North. Wind-n-Wood is the first **right** turn past the railroad tracks. If you cross Jolly Road you have gone too far. Turn right on Wind-n-Wood. When the road divides, the road to the right is Wind-n-Wood Drive; to the left the street is called Winterberry Drive. Juneberry Drive is at the back of the oval.

From I-96: (Eastbound from Lansing)

Take the Okemos Road exit (110) and turn left onto Okemos Road. Turn right at the first traffic light (Jolly Road). Continue east on Jolly until it ends at Meridian Road South and turn left. Wind-n-Wood is the first **left** turn just before the railroad tracks. If you cross the tracks you have gone too far. Turn left on Wind-n-Wood. When the road divides, the road to the right is Wind-n-Wood Drive; to the left the street is called Winterberry Drive. Juneberry Drive is at the back of the oval.

From I-96: (Westbound, from Detroit)

Take the Williamston/Dansville exit (117) and turn right onto Williamston Road. Turn left at Linn road (there is a large antiques “barn” on the left). Continue until Linn Road ends at Meridian Road South. Turn right on Meridian and continue past Jolly Road. Wind-n-Wood is the first **left** turn, just before the railroad tracks. If you cross the tracks you have gone too far. Turn left on Wind-n-Wood. When the road divides, the road to the right is Wind-n-Wood Drive; to the left the street is called Winterberry Drive. Juneberry Drive is at the back of the oval.



Wind-N-Wood Association Structure

Board

Members Duties

President To preside over association and board meetings. Establish agenda.
Vice President To assist the president and substitute if president is not available.
Treasurer To manage and keep current the bank accounts and financial projects of the association.
Secretary To monitor and record the events of board and association meetings.
 To prepare and keep records of minutes of the meetings.

Committee

Members Duties

Lawn Maintenance Common Ground To manage the maintenance of the lawns within the common areas of the association.
Pond To oversee all other aspects of common ground maintenance.
Tennis Court Neighborhood Watch To manage the maintenance, upkeep, and preservation of ponds within the common areas.
Social Committee To manage the maintenance, upkeep, and preservation of the tennis court.
 To establish a phone tree and communicate with local authorities concerning security within our neighborhood.
 To plan, organize, and oversee the annual social events within the neighborhood.

Members At

Large (2) To attend meetings and hold themselves available should a vacancy occur within the board or its committees.

Officers for 2007-2008:

President - Kevin Eisenbeis
Vice President - David Hayhow
Secretary - Bill Ramsey
Treasurer - Jeff Arbour
At Large - Chris Boylan
At Large - Dee Greenberg

Wind-N-Wood Neighborhood Watch Phone Tree

Neighborhood Watch Coordinator: Tammy Dowling

Police Contact is Jon Weeks pager #229-0634

Meridian Township Police 347-5060

At the first sign of anything suspicious call

1. The police: 911 for emergencies or 332-6526 for non-emergencies
2. The Neighborhood Watch Coordinator: Tammy Dowling 349-3022
3. The Neighborhood Watch Coordinator will then contact each of the Neighborhood Watch Leaders (underlined below) who will then contact the property owners on their list.

Dowling (349-3022)

Hofmeister (347-3796)

Anderson (349-0350)

LaFond (349-6725)

Reeser (349-7688)

Ramsey (347-7517)

Foote (381-9987)

Arbour (381-8185)

Sinclair (349-1961)

Falkenberg (349-9899)

Taiber/Candeub (347-4226)

Hayhow (349-6564)

Greenberg (349-9379)

Eisenbeis (347-7063)

Boylan (347-7526)

Doering/Haines (349-6181)

Perrault (347-2902)

Kaufman (381-8527)

Coats (347-8295)

Strahan (349-7082)

Sherrer (347-7316)

Sparks (349-5005)

Giacin (349-3898)

Haggard (347-8121)

Levy (349-6994)

Skaggs (347-2276)

Creamer (347-4634)

Robinson (347-2427)

Hospitals/Medical Centers Near Okemos:

- EDWARD W SPARROW HOSPITAL ASSOCIATION (about 8 miles; LANSING, MI)
- INGHAM REGIONAL MEDICAL CENTER (about 9 miles; LANSING, MI)
- EATON RAPIDS MEDICAL CENTER (about 22 miles; EATON RAPIDS, MI)

Well Water Sampling

Well water sampling bottles are available at the Bureau of Environmental Health for home owners to sample their private wells. Recently repaired wells must be tested for coliform bacteria and have a partial chemical analysis. For more information, call (517) 887-4312 or visit http://www.ingham.org/HD/ENVHLTH/Well_Septic/Well_Water_Sampling.htm

Recommended Service Providers

The following recommendations are given by various members of the Wind-N-Wood Homeowners Association who have had personal experience with the listed individuals/companies below. This list is provided for your convenience and use only.

The following services are recommended. Click on a service for additional information.

GENERAL SERVICES INDEX

Eagle, MI 48822
517-626-7018

Alarm Systems

Security Alarm
216 W Main St.
Owosso, MI 48867
517-371-1148

Driveway Coating

Bill Moran
Moran's Sealcoating
517-719-8063 or 517-623-6880

Appliance Repair

Mr. Martin 339-9847

Electrician

Bob Fauser
517-589-8823

Carpentry

General indoor and outdoor carpentry
Jason Leonard
Leonard Construction
15797 Grand River Ave
Portland 48875
517-627-1312 or cell 582-0933

Furnace/Air Conditioning Repair

Applegate Heating
2805 Jolly Road
Okemos, MI048864
517-337-7700

Carpet Cleaning

Mccreary's Healthy Homes 484-6908

Bill Kaiser

(Bill also specializes in **Fireplace Repair**)

All Weather Mechanical, Inc.
954 E. Saginaw Hwy.

Concrete Work

Kessler Concrete Construction
11400 W. Herbison Road

Grand Ledge, MI 48837
517-490-6050

Garden Installation, Maintenance

Dani Rouss, Greenjeans
927-2124

Invisible Fence

1486 Haslett Roda
Haslett, MI 48840
517-339-5340

Soft Water/Salt Delivery

Mohre Soft Water
16101 S. US 27, Ste. 4
Lansing, MI 48906
517-482-1064

Sprinklers

Dan Thomas Sprinklers
1031 Colby Lake Rd.
Perry, MI 48872
517-675-6022

Tile Work

Mario Pascotto
517-331-4986

Tree Removal

Majestic Tree
Jon Stauffer
12160 Airport Road
De Witt, MI 48820
517-996-7311

Wildlife Control

Jeff Hempel
J & B Wildlife Control
517-204-3146

Window Cleaning

L & F Window Cleaning Service
P. O. Box 272
Eaton Rapids 48827
517-663-8533

UTILITIES**Electric/Power**

Consumers Energy
800-477-5050

Telephone

AT&T
800-515-7272

Cable TV

Comcast
888-266-2278

Broadband Internet

Comcast
888-266-2278

Trash Removal

Granger Container Service
16980 Wood Rd.
Lansing, MI 48906
888-974-2643

Recycling and Trash

Trash pickup is on **Tuesday of each week**. Recycling is also Tuesday but every other week. Your association dues pay for trash removal and recycling services are furnished by Meridian Township. Curbside lawn waste services are extra and can be arranged independently with Granger. Bulk Collection — for things that don't fit in a Curby cart like appliances, furniture, carpet, etc. Also, pick ups for "stuff" from cleaning out the garage or basement. Cost is based on type of item(s) and quantity. Granger's number is 1-888-9GRANGER

Granger provides recycling tubs as well as the Captain Curby waste containers. Items which may be recycled are as follows:

Items Accepted & Preparation Guidelines:

Newspaper-including inserts (*ex. Lansing State Journal, Community News*)

NO: paper or plastic bags, string or twine, magazines, phone books, or junk mail

Glossy Magazines & Catalogs (*ex. Time, People, JCPenny, Lands End*)

NO: paper or plastic bags, string or twine, phone books, TV Guide, Readers Digest, or Junk Mail.

Food & Beverage Glass (*brown & clear*)

Rinse clean and remove lids. Place lids with tin cans.

NO: light bulbs, window glass, pyrex, drinking glasses or plates, or broken glass.

Tin Cans (*soup cans*) Rinse clean and flatten.

NO: paint cans, appliances, hangers, aerosol cans, fencing, or scrap metal.

Aluminum (*aluminum foil & trays*) Rinse clean and flatten

NO: fencing, tin cans, or containers

#2 Clear Plastic Jugs (*milk & water jugs*) Remove and discard lid, rinse clean and flatten. Must have seam on bottom and HDPE #2 symbol on bottom.

#2 Colored Plastic Bottles (*ex. shampoo & laundry detergent bottles*) Remove and discard lid, rinse clean and flatten. Must have seam on bottom and HDPE #2 symbol on bottom. Bottles with narrow threaded neck.

NO: motor oil bottles, styrofoam, clear #1, #3, or #6 plastic, HDPE #2 plastic tubs (cottage cheese, sour cream or margarine containers).

#1 PETE Plastic Bottles and Jugs (*ex. water bottles*) Remove and discard lid, rinse clean and flatten. Containers must have the #1 PETE symbol on bottom. Bottles and jugs with narrow, threaded neck only.

MERIDIAN TOWNSHIP DROP-OFF RECYCLING

Solid Waste Transfer Station & Recycling
5976 E. Lake Drive
Haslett, MI 48840
517-853-4626

Hours:

December through March

Tuesday & Thursday: 11:00 AM-6:00 PM & Saturday 9:00 AM-4:00 PM

April through November

Tuesday through Friday: 11:00 AM-6:00 PM & Saturday 9:00 AM-4:00 PM

In addition East Lansing has two drop-off recycling locations near MSU campus and in north East Lansing:



Mid-Michigan Radio Stations, by Format:

From the *Lansing State Journal*, September 25, 2005

Rock (all kinds)

WDBM-FM (88.9): Student station at Michigan State University offers new alternative and college rock as well as shows focused on metal, techno, country, reggae and more. WMMQ-FM (94.9): Classic rock. WFMK-FM (99.1): Light rock ranging from Sheryl Crow to John Mayer to Hootie and the Blowfish. WJXQ-FM (106.1): Rock powerhouse with Nine Inch Nails, Foo Fighters, Staind and more.

Top 40

WJIM-FM (97.5): Britney Spears, "American Idol" winners and whatever else claws itself to the top of the charts.

Country

WITL-FM (100.7): Plays every country artist except the Dixie Chicks, who once picked on President Bush.

Urban

WQHH-FM (96.5): Rap, hip-hop and current R&B. WXLA-AM (1180): Softer R&B aimed at grown-up ears.

Oldies

WVIC-FM (94.1): Classic hits from the likes of the Beatles, the Rolling Stones and Crosby, Stills and Nash. WILS-AM (1320): Fifties music and more.

'Mike FM'

WHZZ-FM (101.7): Trendy new format also known as "Jack" or "Bob" that is light on DJs and heavy on a 1,000-plus-song playlist from the 1980s to now.

Jazz and blues

WLNZ-FM (89.7): The Lansing Community College station plays jazz, blues and more, including a growing roster of specialty shows.

Classical

WKAR-FM (90.5): Public radio at Michigan State University offers local news, specialty shows such as "All Things Considered" and all kinds of classical.

Spanish

WKAR-AM (870): Offers "Ondas en Español" from 7:15 a.m. to 9 a.m. Saturdays and Sundays.

Talk

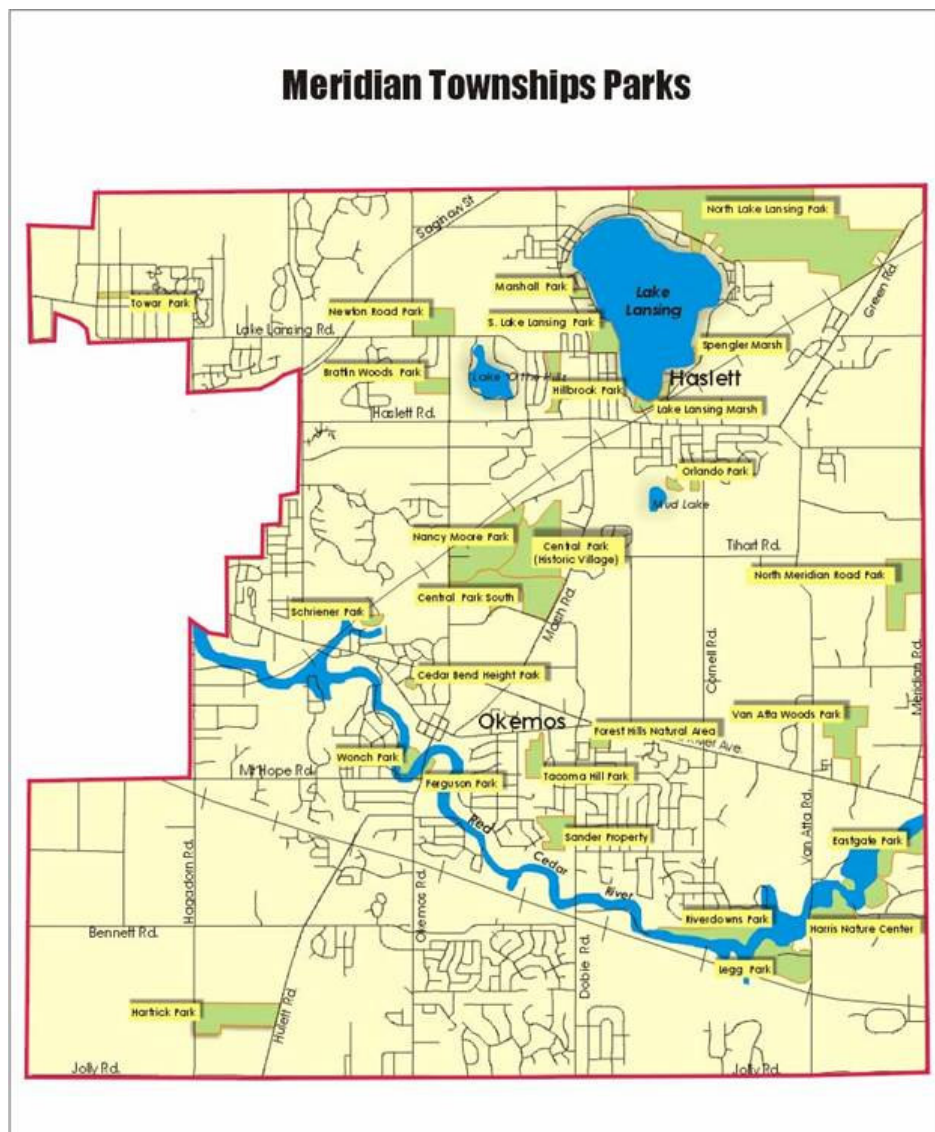
WJIM-AM (1240): News. WKAR-AM (870): News and specialty talk shows.

Sports

WTXQ-FM (92.1): Sports, simulcast with WQTX-FM (92.7)

Nearby Parks with Playgrounds:

- Ferguson Park (modern playground) and Wonch Park 4555 Okemos Rd and 4540 Okemos Rd
- North Meridian Road Park (sledding hill, playground) 5191 Meridian Road Okemos, MI 48864
- Central Park South 1990 Central Park Drive Okemos, MI 48864
- Lake Lansing Marsh 1430 Lake Drive Haslet, MI
- Hawk island 1601 East Cavanaugh Road Lansing
- Harris Nature Center 3998 Van Atta Rd. Okemos, MI 48864 (517)349-3866



For a complete listing of and description of area parks, go to <http://www.meridian.mi.us/Parks/parks.shtm>

By-Laws of the Wind-N-Wood Association

ARTICLE I.

Offices

Section 1. Principal Office. The principal office of the Wind-N-Wood Association, the Association, shall be in the Township of Meridian, Ingham County, Michigan, or at such other place as the Board of Directors shall determine.

ARTICLE II.

Membership

Section 1. Members. Membership in the Association shall be limited to the following:

(a) Every person or entity who is or becomes a record owner of a fee interest or undivided fee interest in any portion of the following described realty situated in Meridian Township, Ingham County, Michigan, legally described as follows:

All that part of the North 1/2 of the Southeast 1/4 of Section 36, lying Southerly of the Pere, Marquette Railway Company's Right of Way, in T4N, R1W, Meridian Township, Ingham County, Michigan.

Section 2. Membership rights. The rights of membership are subject to the payment of annual and special assessments, and taxes on common property, assessed by the Association, the obligation of which assessments is imposed on each owner of and becomes a lien upon the property owned by such member against which such assessments are made as provided by Article IV of a certain Declaration of Restrictions to which the property is subject, which is recorded at Liber 1054, Page 817, Ingham County Records.

Section 3. Suspension of Membership Rights.

The membership rights of any person whose interest is subject to assessment, whether or not he or she be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his or her rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of common properties and facilities, and the personal conduct of any person thereon is in violation of such rules and regulations, the

Directors may, in their discretion, suspend the rights of any such person for violation of such rules and regulations until compliance has been secured and documented.

ARTICLE III

Voting Rights

Section 1. Voting Rights. Members shall be entitled to one vote per lot, regardless of the number of persons or entities owning an interest in said lot. When more than one person or entity owns an interest in any lot, the vote shall be exercised as they among themselves determine. For purposes of these By-Laws, "lot" shall have the same meaning as described in Article I of the Declaration of Restrictions.

ARTICLE IV

Property Rights and Rights to enjoyment of Common Property

Section 1. Rights of Enjoyment. Each member shall be entitled to the use and enjoyment of the common property and facilities of the Association.

Section 2. Delegation of Rights. Any member may delegate his or her rights of enjoyment in the common properties and facilities to members of his or her family who reside upon his or her property or to any of his or her tenants who reside thereon under a leasehold interest. Such member shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to all provisions of the Association's bylaws and restrictions, including but not limited to, suspension under Article II, Section 3, to the same extent as those of the member.

ARTICLE V.

Board of Directors

Section 1. Subject to the limitations contained in the Declaration of Restrictions, the Articles of Incorporation, these By-Laws, or in any statute as to the action to be authorized or approved by the members, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be controlled by, the Board of Directors.

Section 2. Number. The number of Directors shall be five. Directors must be members of the Association.

Section 3. Nominations. The members, at any annual or special meeting of the members, may appoint, or authorize the President to appoint a nominating committee, to consist of such number of members as the members or appointing officer may deem advisable, to consider and make nominations of persons to fill vacancies among the Directors, or to add to the number of Directors.

Section 4. Term. The term of office of each Director shall be one year and until the election and qualification of a successor.

Section 5. Elections. Directors to fill vacancies arising from the expiration of terms shall be elected at the annual meeting of members, but if any such meeting is not held, or such Directors are not elected thereat, they may be elected at any special meeting of members held for that purpose. Directors elected to fill such vacancies shall hold office until expiration of their respective terms and until their respective successors are elected, or until their office becomes vacant as hereinafter provided. Directors to fill vacancies arising for any reason other than the expiration of terms shall be elected at the annual meeting of members or at a special meeting of the members held for that purpose. Each Director elected to fill such vacancy shall hold office for the balance of the unexpired term of his or her predecessor and until his or her successor is elected, or until his or her office becomes vacant as hereinafter provided. If no predecessor shall have previously occupied the vacancy to which such Director is elected, his or her term shall be specified to be a full or partial term in the resolution electing him, and he shall hold office for the balance of such term and until his or her successor is elected, or until his or her office becomes vacant as hereinafter provided.

Section 6. Resignation, Removal and Vacancies. Any Director may resign at any time by giving written notice to the President, to the Secretary, or to the Board of Directors. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If any Director tenders his or her resignation to take effect at a future time, the members shall have power to elect a successor to that office at such time as the resignation becomes effective.

Any Director may be removed by a vote of two-thirds of votes cast by members present at a regular or special meeting of the members called for that purpose.

A vacancy or vacancies shall be deemed to exist in case of death, resignation, or removal of any Director, or if the members shall increase the authorized number of Directors but shall fail to elect the additional Directors so provided for, or in the event the members fail at any time to elect a full number of authorized Directors.

No reduction of the numbers of Directors shall have the effect of removing any Director prior to the expiration of his or her term of office.

Section 7. Compensation. No Director shall be entitled to compensation for his or her services.

ARTICLE VI.

Meetings

Section 1. Time and Place of Meeting. Meetings of the members and Directors shall be held at any time and place within Meridian or Williamston townships as designated from time to time by the Board of Directors or by written consent of all members or Directors respectively. Any meeting shall be valid wherever held, if held by the written consent of all members or Directors respectively, given either before or after the meeting and filed with the Secretary of the Association.

Section 2. Meeting of the Members and Directors. The annual meeting of members of the Association shall be held within 30 days before or after the end of the Association's fiscal year. The annual organization meeting of the Board of Directors shall be held following the annual meeting of members. Regular meetings of the Board of Directors shall be held at such times and places as the Board shall designate from time to time.

Section 3. Special Meetings. Special meetings of the members or of the Board of Directors may be called at any time by the President or by not less than one-third of the members or Directors, respectively. If the President is absent or unable to act, such special meetings may be called by any Vice President in place of the President.

Section 4. Notice of Meetings - Waiver. Notice of the annual meeting shall be given at least ten days prior to the date thereof and notices of special meetings shall be given at least five days prior to the date thereof, except as otherwise provided in the Declaration of Restrictions or Articles of Incorporation. Notices of regular meetings of the Board of Directors shall be given at least five days prior to the date thereof. Each notice shall specify the place, the day, and the hour of the meeting and, in the case of special meetings, the general nature of the business to be transacted. Notice shall be given as provided in Article XI of these By-Laws and may be waived either before or after the meeting. Notices of adjourned meetings need not be given except when the adjournment is 30 days or more. Notices shall be given by the Secretary, or, if the Secretary is absent or is unable or refuses to act, by any other officer of the Association.

Section 5. Quorum - Adjournment. The presence, in person or by proxy, of a majority of the members or Directors, respectively, shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting may be adjourned from time to time by the vote of a majority of the members or Directors, respectively, present at the meeting, but no other business may be transacted. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally noticed. The members or Directors, respectively, present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment notwithstanding the withdrawal of enough members or Directors, respectively, to leave less than a quorum.

Section 6. Consent to Meetings. The transactions of any meeting, however called and noticed and wherever held, shall be valid as though at a meeting duly held after regular call and notice, and if a quorum be present, and if, either before or after the meeting, each of the members or Directors not present in person gives a waiver of notice as provided in Article XI of these By-Laws. All such waivers shall be filed with the corporate records or made a part of the minutes of the meeting. Any action which under law may be taken at any meeting of the Board of Directors may be taken without a meeting if authorized by a writing signed by all the Directors and filed with the Secretary.

Section 7. Organization. At every meeting, the President or, in his or her absence, the Vice President, shall act as Chairman. The Secretary may act as Secretary of all meetings. In the absence at any such meeting of the Secretary, the Chairman of the meeting may appoint another person to act as Secretary of the meeting.

ARTICLE VII.

Committees

Section 1. Committees. The Board of Directors may appoint such committees as the business of the Association may require.

ARTICLE VIII

Officers

Section 1. Number. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as may be appointed in accordance with these By-Laws.

Section 2. Election, Term of Office and Qualifications. Each officer, except such officers as may be appointed in accordance with the provisions of Section 3 of this Article VIII of these By-Laws, shall be chosen annually by the Board of Directors and shall hold his or her office until his or her successor shall have been duly chosen and qualified, or until his or her death, or until he shall resign, or shall have been removed in the manner hereinafter provided. All officers must be members of the Association and of the Board of Directors.

Section 3. Subordinate Officers. The Board of Directors may appoint such other officers or agents as the business of the Association may require, each of whom shall hold office for such period, and have such authority and perform such duties as are provided in these By-Laws or as the Board of Directors may from time to time determine.

Section 4. Removal. Any officer may be removed, either with or without cause, by vote of a majority of the members present at a meeting.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, or to the President, or to the Secretary of the Association. Any such resignation shall take effect at the time specified therein; any, unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office because of death, resignation, removal, or disqualification or any other cause, may be filled for the unexpired portion of the term by a majority vote of Directors present at a meeting..

Section 7. Compensation. No officer shall be entitled to compensation for his or her services.

Section 8. President. The President shall be the chief executive officer of the Association and shall have general supervision over the business of the Association and over its several officers, subject, however, to the control of the Board of

Directors. The President may sign and execute, in the name of the Association, deeds, mortgages, bonds, contracts, or any instruments authorized by the Board of Directors, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Association; and, in general, shall perform all duties incident to the office of the chief executive officer of the Association: and such other duties as from time to time may be assigned by the Board of Directors. The president shall, whenever it may be necessary in his or her opinion, prescribe the duties for officers and employees of the Association whose duties are not otherwise defined.

Section 9. Vice President. At the request of the President, or in his or her absence, inability or refusal to act, the Vice President shall perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President; and shall perform such other duties as from time to time may be assigned to him or her by the Board of Directors or the President.

Section 10. Secretary. The Secretary shall:

- (a) Certify and keep at the principal office of the Association, the original or a copy of its By-Laws as amended or otherwise altered to date.
- (b) Keep at the principal office of the Association or such other place as the Board of Directors may order, a book of minutes of all members and Directors' meetings with the time and place of holding, or the regular or special and, if special, how authorized, the notices thereof given, and the names of those present at the meetings.
- (c) See that all notices are duly given in accordance with the provisions of these By-Laws and/or as required by law.
- (d) Be custodian of the records of the Association.
- (e) See that the books, reports, statements, and all other documents and records, required by law, are properly kept and filed.
- (f) Exhibit at all reasonable times to any member or any Director, upon application, the By-Laws and minutes of proceedings of the members and of the Directors of the Association.
- (g) In general, perform all duties incident to the office of the Secretary, and such other duties as from time to time may be assigned by the Board of Directors.

Section 11. Treasurer. The Treasurer, if required so to do, by the Board of Directors, shall give a bond for the faithful discharge of his or her duties in such sum, and with such sureties as the Board of Directors shall require. The Treasurer shall:

(a) Have charge and custody of, and be responsible for, all funds and securities to the Association, and deposit all such funds in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board of Directors

(b) Keep and maintain adequate correct accounts of the Association's properties and business transactions, including an account of its assets, liabilities, receipts, disbursements, gains, losses, capital and surplus.

(c) Exhibit at all reasonable times the books of account and records to any member or to any Director.

(d) Render a statement of the condition of the finances of the Association at all meetings of the Board of Directors, and a full financial report at the annual meeting of the Board of Directors.

(e) Receive, and give receipt for, monies due and payable to the Association from any source whatsoever.

(f) In general, perform all the duties incident to the office of the Treasurer, such as the collection of dues and assessments, and other duties as from time to time may be assigned to him or her by the Board of Directors.

ARTICLE IX

Fiscal Year

Section 1. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

ARTICLE X.

Proxies

Section 1. At all meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. Every proxy shall automatically cease upon sale by the member of his or her home or other interest in the property.

ARTICLE XI.

Notices

Section 1. Notices, Waiver of Notice. When ever any notice is required to be given to any member or to any Director by statute or by these By-Laws, whether at a meeting or for some other purpose, it may be given personally or sent to such member or Director by mail or other form of written communication, charges prepaid, addressed to him at his or her address that is shown on the records of the Association. In case such notice is mailed , it shall be deemed given at the time when the same shall be deposited in the United States mail. Such mailing or delivery as herein provided shall be due, legal and personal notice to such member or Director.

Whenever any notice is required to be given to any member or Director by statute or by these By-Laws, whether of a meeting or for some other purpose, any member and any Director may waive such notice in any manner; and a waiver or waivers in writing, signed by the person or persons entitled to said notice, whether given before or after the meeting or the time at which such notice is required to be given, shall be deemed equivalent to such notice. All such waivers shall be filed with the records of the Association.

ARTICLE XII.

Amendments

Section 1. Amendments. Any of these By-Laws may be altered, amended, or repealed, and new By-Laws may be adopted, by a majority of votes cast by members present at any annual or special meeting of the members, provided the amendments are not in controvention of the Articles of Incorporation or Declaration of Restrictions.

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

As approved by the membership September 18, 2005

817 Wind-N-Wood Declaration of Restrictions

KNOW ALL MEN BY THESE PRESENTS, that the members of the Wind-N-Wood Association amend the DECLARATION OF RESTRICTIONS adopted September 29, 1971 (filed Ingham County Register of Deeds, October 5, 1971; liber 1054, page 817) as pertains to the following described parcel of property situated in the Township of Meridian, County of Ingham, State of Michigan, to wit:

All that part of the North 1/2 of the Southeast 1/4 of Section 36, lying Southerly of the Pere Marquette Railway Company's Right of Way, in T4N, R1W, Meridian Township, Ingham County, Michigan.

This amendment replaces and supersedes the Declaration of Restrictions adopted September 29, 1971, recorded at Liber 1054, Page 817 on October 5, 1971 and all previous amendments thereto in their entirety. This amendment will be effective immediately upon recording with the Ingham County Register of Deeds.

WHEREAS, members are desirous of maintaining the above described premises as an attractive residential subdivision, securing to each property owner the full and complete benefit and enjoyment

of his or her home with no greater restrictions thereon than are necessary to insure such advantages.

NOW THEREFORE, in consideration of the mutual promises herein made and the mutual benefits expected from said development, as enhanced hereby, the members do hereby agree and declare that the above described real estate be and the same hereby is subjected to and impressed with the following covenants, easements and restrictions which shall run with the land and apply to every part, portion and parcel of the above described premises and shall be binding upon the owners and persons claiming an interest therein, and shall be mutually and reciprocally binding upon each and every portion of the above described premises and mutually and reciprocally for the benefit of each and every portion of the above described premises and each lot shall be held, transferred, sold, conveyed and occupied, subject to the covenants, easements and restrictions as follows:

ARTICLE I - DEFINITIONS

1 Definitions - The following words shall, when used in this Declaration of Restrictions have the following meanings:

a. "Member" shall mean every person or entity who is or becomes a record owner of a fee interest or undivided fee interest in any portion of the above described realty ;

b. "Premises" shall mean that entire parcel of real estate legally described on the preceding page;

c. "Lot" shall mean, (1) any numbered lot in a platted subdivision within the premises and, (2) any lot within the premises which has been acquired by deed containing a metes and bounds description;

d. "Common properties" shall mean and include, (1) any area within a platted subdivision designated a "Park", (2) any unplatted area within the premises which is designated "common property," and (3) the two Lakes located on the premises, and the surrounding shoreline, the extent of the latter to be defined by the lot lines of lots surrounding said Lakes;

e. "Subdivision" shall mean any platted subdivision within the premises.

ARTICLE II - WIND-N-WOOD ASSOCIATION

2.1 Formation - A Michigan non-profit corporation has been formed, known as WIND-N-WOOD ASSOCIATION (hereinafter Association).

2.2 Membership – Every person or entity who is a record owner of a fee interest or undivided fee interest in any lot shall be a member of the Association.

2.3 Voting - Members shall be entitled to one (1) vote per lot, regardless of the number of persons or entities owning an interest in said lot. When more than one person or entity owns an interest in any lot, the vote shall be exercised as they among themselves determine.

ARTICLE III - COMMON PROPERTIES

3.1 Members' - Easement - Subject to subparagraph 3.4, every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to every lot.

3.2 Use - The common properties shall be for the use and benefit of members and their invited guests, and shall be used in accordance with rules and regulations as may be established from time to time by the Association, but in no event shall such common properties be used in such a manner as to cause a disturbance or be a nuisance to lot owners.

3.3 Lakes - The Lakes shall be subject to the restrictions and easements noted above. In addition, the following restrictions shall also apply to said Lakes:

a. No boat powered by any motor of any kind whatsoever will ever be permitted to be operated upon said Lakes, except those approved by the Board of Directors of the Association for Association purposes. Only boats propelled by hand or by sail shall be permitted to be operated thereon and privately-owned boats shall be removed from said Lakes when not in use. Association boats may be kept on the Lakes when not in use.

b. Only Association members and their guests shall be allowed to fish in said Lakes and only Association members and their guests shall be allowed to operate watercraft upon said Lakes and shall be fully and wholly responsible for such operation.

c. The Association may cause no more than two (2) piers to be erected on said Lakes, one to be located at the easterly end of the east Lake and the other at the easterly end of the west Lake. No additional piers, no diving platforms and no other structures shall be allowed on said Lakes or the common property surrounding it.

d. No water may be pumped, drawn or otherwise removed from said Lakes except that water may be pumped, drawn or removed for the purpose of watering landscape and plantings on common properties; nor shall any water be pumped into said Lakes or otherwise be permitted to flow or drain therein, except that only storm water from footing drains and downspouts may be permitted to flow or drain therein.

e. The Association shall have the authority to establish reasonable rules and regulations for the use of the Lakes and common properties surrounding the Lakes.

3.4 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a. the right of the members and the Association to take such steps as reasonably necessary to protect the common properties from foreclosure;

b. the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment of rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;

c. the right of the Association to dedicate or transfer all or any part of the common properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes has been recorded with the Ingham county Register of Deeds, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken;

d. the right of the Association in accordance with its Articles and By-Laws to cause improvements upon such common property; and

e. upon dissolution of the Association, the common properties may be disposed of in a manner deemed appropriate by the members at that time.

ARTICLE IV - ASSESSMENTS

4.1 Assessment and Lien - The owner of each lot, by acceptance of a deed therto thereby covenants and agrees to pay to the Association annual assessments, special assessments and taxes on common property as hereinafter provided. Each owner agrees to become personally liable for such charges when they become due, and such charges shall become a continuing lien upon the lot.

4.2 Purpose of Assessments - The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and in particular, for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties and of the homes situated on said premises including, but not limited to, the payment of taxes and insurance on the common properties and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and, the cost of operating said Association.

4.3 Annual Assessment – An annual assessment may be established by a majority vote of the members present at a regular or special meeting of the members.

Once established, the annual assessment shall continue from year to year and may be increased or decreased at any time upon a two-thirds majority of the votes cast by members present at an annual or special meeting of the Association duly called and noticed in accordance with the Association's bylaws.

4.4 Special Assessment - In addition to the annual assessment, the Association may levy special assessments for the purposes specified in article 4.2 above and of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements upon the common properties, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall be approved by a two-thirds majority of the votes cast by members present at an annual or special meeting of the Association duly called and noticed in accordance with the Association's bylaws.

4.5 Due Dates of Assessments – Annual assessments and assessments for taxes shall be billed within thirty (30) days of the end of the Association's fiscal year and shall be payable within thirty (30) days of the date of billing. Notices of assessments shall be sent to each owner subject thereto. Due dates for special assessments shall be fixed in the resolution adopting such assessment.

4.6 Non-Payment of Assessment - Any assessment past due for more than thirty (30) days shall bear interest at the rate of six (6%) percent per annum, and shall become a lien upon the land. Written notice of such lien, signed by an officer of the Association may be filed with the Ingham County Register of Deeds and a copy of such notice sent to the owner or owners liable for such assessment.

ARTICLE V - LOT USE

5.1 Residential Use - Lots shall be used for single-family residential dwelling purposes only.

5.2 Buildings - Subject to Subparagraph 5.1, each of the lots shall have erected thereon only one (1) single family dwelling, which dwelling shall contain the following minimum areas of finished livable floor space at ground level above grade, exclusive of garages and also exclusive of any porches, utility or storage or similar spaces:

- | | |
|---|---|
| a. Single story | 2,000 square feet |
| b. One and one-half story
square feet in entire building | 1,400 square feet with a minimum of 2,200 |

- c. Two story 1,200 square feet exclusive of any area behind the garage with minimum of 2,300 square feet in entire building
- d. Tri-level or split-level 1,800 square feet with minimum of 2,200 square feet in entire building
- e. Bi-level with less than 50% of the lower level exposed above grade on all sides shall be considered on a single story and those with more than 50% of the lower level thus exposed shall be considered a two-story.

No concrete, cement or cinder block shall be exposed on the outside of any building or part thereof above sixteen (16) inches above grade, without the prior written consent of the Board of Directors.

5.3 Lot Division - No lot shall be divided so as to permit the erection of a dwelling on only part of any of said lot or permit the use of a part of any lot as if such part were an entire lot, but this restriction shall not prohibit the combining of any two lots nor the combining of any parts of lots with any full lot.

5.4 Garages, Driveways and Parking Areas - No dwelling house shall be constructed on any lot without a garage containing a minimum of 440 square feet of floor space, and with walls plastered or finished with material approved by the Board of Directors. A basementless house shall contain a minimum of 400 cubic feet of enclosed area on the ground floor of the garage or immediately adjacent thereto for storage of household tools, supplies and equipment. Driveways shall be built not less than ten (10) feet from side lot lines. Outside parking areas shall be landscaped and located at least ten (10) feet from lot lines, except no parking shall be allowed beyond the line of the dwellings facing the Lakes on lots surrounding the Lakes. No front yard parking area shall be used for the parking of more than three cars, except for guests.

5.5 Set-Backs - The minimum setback from front, rear and side lot lines of all structures shall conform with Township regulations. In no case, however, shall any portion of any house above grade be nearer than fifty (50) feet to the front lot line, thirty (30) feet to the side lot line (including corner lots) and fifty (50) feet to the rear lot line unless a variance is given by the Board of Directors in writing. The Board of Directors shall determine which shall be the front and which shall be the side for any corner lot and which shall be the front on the lots surrounding the Lakes. There shall be a minimum of sixty (60) feet between houses.

5.6 Easements, Utilities - Easements are reserved along and within eight (8) feet of the front, rear and side lot lines of all lots for the construction and perpetual maintenance of conduits, wires, and fixtures for electric lights, telephones and

other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress and egress from said premises to employees of said utilities; said easement to also extend along any owner's side and rear property lines in case of fractional lots. All electrical and telephone lines shall, except as permitted in writing by Board of Directors, be laid underground. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables pass under some portion of said lots not within the eight-foot wide strip as long as such lines do not hinder the construction of buildings on any lots.

- 5.7 Aerials, Air Conditioners, Fences and Swimming Pools - The Board of Directors written approval shall be obtained for any installation of exterior aerials or antennae extending more than ten (10) feet in height above the roof. Air conditioners shall be located at the side or rear of the residence, not on the street side. All units, irrespective of type or location will be so located that neither the exhaust nor noise of operation thereof shall disturb the enjoyment of adjacent homes. No fence shall be erected without the written approval of the Board of Directors as to material, location and height and no fence shall be located so as to detract from the enjoyment of adjacent properties. In no circumstances shall any fence exceed six (6) feet in height. It is the intent of the Association to encourage screening by natural means. All swimming pools shall be approved by the Board of Directors as to size, setback, location, enclosure, and bathhouse or equipment enclosure, and in no event shall it be used in such a manner as to constitute a nuisance to adjoining owners.
- 5.8 Grading - Any earth removed in grading or excavation shall be deposited at such location as the Board of Directors may designate. The Association reserves the right to enter on any unoccupied lot and grade the same to achieve continuity with the grade of adjacent lots and streets. The slopes on all lots shall be seeded and so maintained that no soil erosion will occur thereon. Should the grade of any lot be altered without the prior written consent of the Board of Directors or should any erosion be permitted to continue, then in either event, the Board of Directors without notice may revise such grade or take steps to prevent such erosion, charging the cost thereof to the owners of such lot which charge shall thereupon become a lien upon such lot.
- 5.9 Damaged or Destroyed Buildings - Any buildings, dwelling or garage on any lot which may be damaged or destroyed by fire, windstorm or from any other cause, shall be repaired, rebuilt, or torn down and all debris removed and the lot restored to a sightly condition with reasonable promptness. The Board of Directors may enter on any premises where an excavation or foundation has been left without building progress for more than ninety (90) days and cause such excavation or foundation to be filled or removed; the expense thereof shall become a lien against the property.

5.10 Appearance of Lots and Buildings - The owners of lots shall at all times keep and maintain the same in an orderly manner, causing weeds and other growth to be seasonally cut, prevent accumulations of rubbish and debris and in general maintain such lots in a slightly condition consistent with the high standards of the development. The owners of all buildings agree to keep their premises landscaped and to maintain their structures and grounds in good repair.

5.11 Nuisances - Any violation of the following shall constitute a nuisance:

a. No livestock, poultry, fowl or game shall be raised, bred or kept on any lot, except that the occupant of the residence on any lot may keep and maintain house pets, provided that they do not become a nuisance and that they are kept within the confines of said lot except when under the direct control of such occupant. Horses may be kept upon obtaining written approval of the Board of Directors.

b. No advertising or signs of any kind shall be placed or allowed to remain upon any lot except those designating the name of the subdivision, and except signs advertising lots and residences for sale, provided they do not exceed six (6) square feet.

c. No noxious or offensive activity shall be carried on upon any property in the premises nor shall anything be done there- on which may be, or may become, an annoyance or nuisance to the neighborhood, nor shall any condition or activity be permitted which will endanger the health or disturb the quiet of any residences or lot owners.

d. Except in connection with the sale of lots and construction of houses, no trade or business activity may be carried on within the premises, no machinery, appliance or structure of any kind shall be permitted upon, maintained, or operated in or on any lot for facilitating or carrying on any trade or business, nor shall there be any drilling, quarrying, or mining operations of any kind or machinery or structure related thereto maintained or permitted on any lot.

e. No lot owner shall have or allow any boat, mobile home, trailer, camper, recreational vehicle, snowmobile or commercial vehicle to be present on his or her premises, except in a garage, for more than 48 hours during any 7 day period, except upon written approval of the Board of Directors.

f. No snowmobile may be operated within the premises.

g. No outdoor receptacles for ashes, garbage or refuse shall be allowed or maintained, and no such unsightly or objectionable matter shall be permitted to accumulate on any lot.

ARTICLE VI - PLAN APPROVAL AND CONSTRUCTION

- 6.1 Approval of Plans - No construction of any structure or landscaping shall be commenced unless the following have been submitted to the Board of Directors for retention by them until completion, and approved by them in writing; (i) building plans and specifications showing nature, kind, shape, height, material and exterior color scheme; (ii) site plan showing the location on the lot of all structures including driveways; and (iii) landscape plan showing type and location of all plantings (iv) and written confirmation that any and all applicable approvals and/or permits have been granted. Any proposed modification of such plans or additions thereto shall be submitted in a similar manner. Should any such plans or request for modification or addition not be approved or disapproved in writing within sixty (60) days after the same have been submitted, no approval thereof to the extent of those actually submitted shall be further required.
- 6.2 Subsequent Improvements - Subsequent exterior improvements and/or additions to any structures shall be submitted for approval as specified in paragraph 6.1.
- 6.3 Inspection – The Directors or their agents during reasonable hours, shall have the right to go upon any lot and its improvements, during construction to determine that all conditions of these restrictions are being observed. If they are not, the Board of Directors may require cessation of all construction activity until the Board of Directors has established that all conditions are being fully observed.
- 6.4 Approval Prior to Occupancy - Following the approval of the plans therefore, but before a structure constructed on any lot may be occupied, the owner thereof shall submit to the Board of Directors an accurate survey and shall advise the Board of Directors that said structure is ready for final inspection, so that the Board of Directors may ascertain whether or not said had been built according to its plans and specifications and to make certain that it does not violate these restrictions in any way. Should the Board of Directors not inspect said structure within ten (10) days after the owner has advised them in writing that such structure is ready for final inspection, such inspection shall be deemed to have been waived. No structure may be occupied until any significant variation between the plans as approved and the structure as built shall have been corrected, or an agreement reached between the Board of Directors and the owner as to compliance. Regardless of whether or not any inspection is made, this paragraph shall not be construed to create any liability whatever on the part of the Board of Directors to any lot owner, and Directors shall not be liable for any errors or defects in plans.
- 6.5 Construction - All construction shall be diligently pursued to completion within a reasonable time.

ARTICLE VII - MISCELLANEOUS PROVISIONS

- 7.1 Partial Invalidity - Should any provision, restriction or portion thereof be deemed invalid, the validity of the remainder of these restrictions shall not be affected thereby.
- 7.2 Enforcement - Violation of these restrictions may be enjoined upon the petition of the Association and/or of the owners of any lot and any lot owner injured by the violation of any restriction shall have an action for damages therefore.
- 7.3 Costs and Expenses - The Association shall be entitled to recover from any member all costs and expenses, including, but not limited to, all court costs, expenses of litigation, and reasonable attorney fees, that the Association may incur to collect any assessment from or to enforce the Association's rights against that member. Any such costs and expenses, including, but not limited to, reasonable attorney fees, shall be immediately due and payable and shall bear interest and become a lien in the same manner as assessments.

ARTICLE IX - AMENDMENT

These restrictions may be changed, amended, or eliminated, providing the owners of at least two-thirds (2/3) of the lots so agree in writing, such writing to be recorded in the office of the Ingham County Register of Deeds.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 29th day of September, 1971.

STATE OF MICHIGAN

COUNTY OF INGHAM